

{¶ 4} The facts of this case are undisputed. Plaintiff Denise Keefe is the executor of the estate of Kevin Keefe, her late husband. On May 10, 2003, Kevin Keefe bought a "Super Lotto Plus" ticket for the drawing that was held that same day. Soon after the drawing, the Keefes discovered that they held a winning ticket. On May 15, 2003, the Keefes took the winning ticket to defendant's Cincinnati regional office to redeem it. In exchange for the ticket Kevin Keefe received a "claim form" that listed a \$6,000,000 jackpot but, in fact, the jackpot amount that had been certified by defendant's director was \$5,000,000. Plaintiff alleges in her complaint that the claim form mistakenly listing the \$6,000,000 jackpot was a written contract and that defendant should pay that amount.

{¶ 5} The sale and purchase of lottery tickets is governed by general principles of contract law. *Peters v. Ohio Lottery Comm.* (1992), 63 Ohio St.3d 296, 298. Lottery tickets such as those purchased and redeemed by plaintiff contain express terms requiring compliance with the rules and regulations of the commission, and lottery players are deemed to agree to abide by the terms of the game. See *Woodbridge Partners Group, Inc. v. Lottery Comm.* (1994), 99 Ohio App.3d 269; *Board v. Ohio Lottery Comm.* (Dec. 14, 1999), Franklin App. No. 99AP-208; *Rice v. Ohio Lottery Comm.* (1999), 96 Ohio Misc.2d 25.

{¶ 6} The lottery commission regulations at Ohio Adm.Code 3770:1-9-150(E) provide in pertinent part:

{¶ 7} "(6) For each ticket bearing a selection which matches all six integers drawn, the prize pool to be paid shall be equal to the amount designated by the director (hereinafter 'jackpot'). The director or his designee shall designate and certify the amount of the jackpot for each drawing in writing prior to each drawing.

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{¶ 8} On May 9, 2003, one day before the jackpot drawing, defendant's director, finance director, and on-line product director signed a "jackpot authorization" form that showed the jackpot amount to be \$5,000,000. The on-line computer system validated that Kevin Keefe had won a \$5,000,000 jackpot prize award in the May 10, 2003, Super Lotto Plus drawing.

{¶ 9} After the drawing, the holder of a winning ticket is required to have the ticket validated within one hundred eighty days after the date of the drawing. Ohio Adm.Code 3770:1-9-150(G)(2). "All winning tickets in [the Super Lotto Plus drawing] are subject to validation by the on-line computer system under procedures established by the director before the payment of any prize." 3770:1-9-150(H)(3).

{¶ 10} Although plaintiff acknowledges that defendant's agents have no express authority to change the rules for lottery games, plaintiff asserts that Patty Shelton, a secretary for defendant's Cincinnati regional sales manager, had the authority to act on behalf of defendant to form a contract with Keefe when the lottery ticket was exchanged for the claim form. The court disagrees.

{¶ 11} The contract at issue was formed when Keefe purchased his lottery ticket. See *Board*, supra. As noted above, both the sale and the redemption of lottery tickets are subject to the express terms of the rules and regulations found in Ohio Adm.Code Chapter 3770. The court finds that Shelton's writing on the claim form that Keefe received does not alter the express requirement that the amount of any jackpot must be certified in writing by defendant's director or his designee prior to each drawing. Although the incorrectly completed claim form became a part of the required verification process, pursuant to Ohio Adm.Code 3770:1-9-150(H)(3) defendant's on-line computer system correctly validated Keefe's ticket for the \$5,000,000 jackpot award.

{¶ 12} Upon review of the motion for summary judgment, the parties' oral arguments, memoranda and evidentiary materials submitted therewith, and construing the evidence most strongly in plaintiff's favor, the court finds that the only conclusion to be drawn from the undisputed evidence set forth above is that defendant did not breach its contract with Keefe. Consequently, there is no genuine issue as to any material fact and defendant is entitled to judgment as a matter of law. Accordingly, defendant's motion for summary judgment shall be granted.

IN THE COURT OF CLAIMS OF OHIO
www.cco.state.oh.us

DENISE KEEFE, Executor	:	
Plaintiff	:	CASE NO. 2004-10035
v.	:	Judge J. Craig Wright
	:	<u>JUDGMENT ENTRY</u>
OHIO LOTTERY COMMISSION	:	
Defendant	:	
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An oral hearing was conducted in this case upon defendant's motion for summary judgment. For the reasons set forth in the decision filed concurrently herewith, defendant's motion for summary judgment is GRANTED and judgment is rendered in favor of defendant. Court costs are assessed against plaintiff. The clerk shall serve upon all parties notice of this judgment and its date of entry upon the journal.

J. CRAIG WRIGHT
Judge

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