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11 Manna World Ministries, Inc.
12 dba Summit Church

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO – NORTH DIVISION

MANNA WORLD MINISTRIES, INC., a
California Non-Profit Religious Corporation
dba SUMMIT CHURCH,

Plaintiff,

vs.

RYAN ALAN DICKINSON, an individual,
MATTHEW CLEMENSON, an individual,
LAWRENCE ANTHONY DIMATTEO, an
individual, LAD HOLDINGS GROUP, LLC,
a Delaware entity, MC HOLDINGS GROUP,
LLC, a Delaware LLC; RD HOLDINGS
GROUP, LLC, a Delaware LLC; INCIRCL,
INC., a Delaware corporation; PAUL
DOUGLAS KING, an individual; JEFF
SPARROW, an individual, and DOES 1 to 50,

Defendants.

Case No. 37-2023-00039279-CU-CO-NC
Assigned for all purposes to:
Judge:
Dept:

COMPLAINT FOR:

1. **BREACH OF CONTRACT**
2. **BREACH OF CONTRACT**
3. **FRAUD**
4. **NEGLIGENT**
MISREPRESENTATION
5. **CONVERSION**
6. **PENAL CODE SECTION 496**
7. **UNIFORM VOIDABLE**
TRANSACTIONS ACT, CIV
CODE § 3439 et seq.
8. **CONSTRUCTIVE TRUST.**

Complaint Filed:
Trial Date:

Plaintiff, MANNA WORLD MINISTRIES, INC. dba SUMMIT CHURCH alleges as
follows:

PARTIES

1. Plaintiff, MANNA WORLD MINISTRIES, INC. dba SUMMIT CHURCH (“SUMMIT
CHURCH”) is a California non-profit corporation with its principal place of business in San

1 Marcos, California.

2 2. Defendant RYAN ALAN DICKINSON (“DICKINSON”) is an individual who does
3 business in California.

4 3. Defendant MATTHEW CLEMENSON (“CLEMENSON”) is an individual who does
5 business in California.

6 4. Defendant, LAWRENCE ANTHONY DIMATTEO (“DIMATTEO”) is an individual who
7 does business in California.

8 5. Defendant, LAD HOLDINGS GROUP, LLC is a Delaware corporation, and on information
9 and belief, was formed for the benefit of Defendant, LAWRENCE ANTHONY DIMATTEO.

10 6. Defendant MC HOLDINGS GROUP, LLC is a Delaware corporation, and on information
11 and belief, was formed for the benefit of Defendant, MATTHEW CLEMENSON.

12 7. Defendant, RD HOLDINGS GROUP, LLC is a Delaware corporation, and on information
13 and belief, was formed for the benefit of Defendant, RYAN ALAN DICKINSON.

14 8. Defendant INCIRCL, INC. is a Delaware corporation registered with the California
15 Secretary of State. Defendant Paul King and Jeffy Sparrow are officers of INCIRCL, Inc, and on
16 information and belief, they each have an ownership interest in this entity.

17 9. Defendant, Paul King (“KING”), is an individual, who resides in Orange County,
18 California.

19 10. Defendant, JEFF SPARROW (“SPARROW”), is an individual who resides in San Diego
20 County, California.

21 11. Plaintiff is unaware of the true names and capacities of defendants sued herein as DOES 1
22 through 50, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiff is
23 informed and believes and therein allege that each of the fictitiously named Defendants are jointly
24 responsible in some manner for the transactions and/or occurrences herein alleged, and that the
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1 Plaintiff's injuries as alleged are proximately caused by such Defendants. Plaintiff will amend this
2 Complaint to allege the true names and capacities of said Defendants when the same is ascertained.

3 12. Plaintiff is informed and believes and based on such information and belief alleges, that
4 DICKINSON, CLEMENSON, DIMATTEO, LAD HOLDINGS GROUP, LLC, MC HOLDINGS
5 GROUP, LLC, RD HOLDINGS GROUP, LLC , KING; SPARROW, INCIRCL, INC, and DOES 1
6 through 50, inclusive, are and were each the agent, servant, and employee of one another, and to
7 the extent of doing the acts alleged herein, each acted within the course and scope of said agency or
8 employment.
9

10 13. Plaintiff is informed and believes and based thereon alleges that at all times relevant hereto,
11 a unity of interest has existed between Defendants such that any separateness between the
12 Defendants has ceased and that it would sanction a fraud or promote an injustice if the separateness
13 of the Defendants were recognized. Plaintiff is informed and believes and based thereon alleges
14 that, at all times relevant hereto, the entity Defendants have been using by the individual
15 Defendants as subterfuges for illegal, fraudulent and/or otherwise wrongful transactions. Plaintiff is
16 informed and believes and based thereon alleges that Defendants are successors in interest to a
17 party liable to Plaintiff. As a result, whether Defendants are the alter egos of one another or
18 successors in interest, Defendants are responsible for the debts, obligations, and duties of one
19 another. Plaintiff is informed and believes and based thereon alleges that Plaintiff is separate and
20 distinct from any damage claim of the class of entity Defendants' creditors in that Plaintiff was the
21 specific and particularized target of Defendants' illegal, fraudulent and/or otherwise wrongful
22 conduct.
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25 JURISDICTION/VENUE

26 14. This action is not subject to Civil Code section 1812.10 or section 2984.4. Jurisdiction is
27 proper in California as the alleged fraud took place in California and the injured plaintiff is domiciled
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1 in California. Venue is proper with this court as the May 2, 2022 transactions (Exhibits “A”, “B”,
2 and “C”) were executed in this venue. In addition, the actions, and representations of the various
3 Defendants regarding the asserted fraudulent transaction took place in this venue.

4 **PREFATORY STATEMENT**

5 15. As orchestrated by Defendant, SPARROW, Defendants convinced SUMMIT CHURCH to
6 loan DICKINSON, CLEMENSON, and DIMATTEO \$2.7 million dollars. The loan was represented
7 as without risk because it was collateralized by Defendants shares in Lottery.com, which was
8 represented as valued over \$40 million dollars.
9

10 16. Upon repayment of the \$2.7 million dollars, Defendants agreed to loan SUMMIT CHURCH
11 \$2 million dollars at a competitive rate without a long underwriting process. The \$2 million dollars
12 together with the repayment of the \$2.7 million dollars, would be used to purchase and renovate a
13 larger property for SUMMIT CHURCH’S growing congregation and educational programs. If the
14 \$2.7 million dollars was not timely repaid, Defendants represented that their shares in Lottery.com,
15 would be immediately liquidated to repay the \$2.7-million-dollar loan and loan SUMMIT CHURCH
16 the additional \$2 million dollars it needed to purchase the new property.
17

18 17. Defendants immediately failed to repay the \$2.7 million dollars. SPARROW continued to
19 string SUMMIT CHURCH along by promising that Defendants would perform. Defendants,
20 DICKINSON, CLEMENSON, and DIMATTEO failed to communicate with SUMMIT CHURCH
21 about their breach.
22

23 18. SUMMIT CHURCH has lost its \$2.7 million dollars giving rise to the breach of contract, and
24 the alleged fraud related causes of action. On information and belief, Defendants shares of
25 Lottery.com have been transferred to LAD HOLDINGS GROUP, LLC, RD HOLDINGS, GROUP,
26 LLC, and MC HOLDINGS, GROUP, LLC, in an effort to avoid liquidating their respective stocks
27 in Lottery.com and repay SUMMIT CHURCH.
28

GENERAL ALLEGATIONS

19. SUMMIT CHURCH has operated as a traditional church in San Diego County for more than 25 years.

20. In 2021, SUMMIT CHURCH sold its property located on Barham Dr. in San Marcos netting approximately \$6 million dollars. All of the proceeds were to be invested into a larger and more expensive property to service its growing congregation and educational programs.

21. SUMMIT CHURCH identified 100 North Rancho Santa Fe Road, San Marcos, CA 92069 (the "PROPERTY") as a suitable property to meet its needs.

22. SUMMIT CHURCH proceeded to obtain traditional financing to purchase the PROPERTY and pay for improvements.

23. SUMMIT CHURCH contracted with engineers and architects to draft plans and implement the anticipated improvements and repairs.

Jeff Sparrow and Paul King:

24. Defendant, SPARROW, a parishioner of SUMMIT CHURCH styled himself as a "problem solver." His LinkedIn page describes him as having a "solid background . . . as an entrepreneur, executive manager, [and an] active private investor [with] financial analysis skills." SPARROW told SUMMIT CHURCH executives that he was a partner with KING.

25. In May of 2022, SPARROW convinced SUMMIT CHURCH not to obtain traditional financing because he could arrange financing with a better interest rate and obtain the money faster than traditional financing which requires a longer underwriting process. He convinced SUMMIT CHURCH'S staff to invest approximately \$2.7 million dollars of the net proceeds from the sale of the Barham Drive property with SPARROW'S partners, (DICKINSON, CLEMENSON and DIMATTEO) for a short duration related to their company, Lottery.com. DICKINSON, CLEMENSON and DIMATTEO were officers in Lottery.com at this time. DICKINSON,

1 CLEMENSON and DIMATTEO further agreed that after repayment of the \$2.7 million dollars, the
2 partners would loan SUMMIT CHURCH the \$2 million dollars it needed to purchase the
3 PROPERTY and make the improvements it needed to the PROPERTY.

4 26. SPARROW convinced SUMMIT CHURCH that the loan was without risk because his
5 partners had more than \$40 million dollars in stocks with Lottery.com, a publicly traded company,
6 these stocks would be liquidated to repay the \$2.7 million dollars and loan the additional \$2 million
7 dollars to purchase and renovate the PROPERTY if necessary.

9 27. The May 2, 2022, \$2.7 million dollars note (“\$2.7 Million Note”) is attached as **EXHIBIT**
10 **“A”** and signed by DICKINSON, CLEMENSON and DIMATTEO. At paragraph 2.2, Defendants
11 promised to repay the \$2.7 million dollars by May 9, 2022.

12 28. At paragraph 3 of the \$2.7 Million Note, Defendants stipulated that their stock in
13 Lottery.Com held by DICKINSON, CLEMENSON and DIMATTEO would be liquidated in the
14 event that the \$2.7 Million Note was not timely repaid. The stock value was represented as
15 \$40,120,745.60.

17 29. In return for loaning \$2.7 million dollars, SPARROW represented that DICKINSON,
18 CLEMENSON and DIMATTEO would loan SUMMIT CHURCH \$2 million dollars to be used to
19 close on the PROPERTY and make the improvements it needed on the PROPERTY. The \$2
20 million-dollar promissory note (“\$2 Million Note”) is attached as **EXHIBIT “B”**. The \$2 Million
21 Note is also dated May 2, 2022, and is signed by CLEMENSON. The interest rate is 5% per
22 annum.

24 30. SPARROW also provided a “Side Agreement” which provided that his company,
25 INCIRCL, INC., would service the \$2 Million Note. The Side Agreement is also dated May 2,
26 2022, and is attached as **EXHIBIT “C.”** It is signed by SPARROW and CLEMENSON.

27 31. DEFENDANTS, KING and SPARROW are listed as officers for INCIRCL, INC. on the
28

1 California Secretary of State website. On information and belief, KING, who is SPARROW's
2 partner, drafted some or parts of **EXHIBITS "A", "B", and C"**.

3 32. In conducting the negotiations for **Exhibits "A", "B", and C"**, SPARROW represented
4 that he spoke on behalf of DICKINSON, CLEMENSON and DIMATTEO.

5 33. Defendants, DICKINSON, CLEMENSON, and DEMATTEO, did not perform on the May
6 2022 transactions to repay the \$2.7 Million Note (**Exhibit "A"**).

7 34. Additionally, CLEMENSON did not loan SUMMIT CHURCH the additional \$2 million
8 dollars pursuant to the \$2 Million Note (**Exhibit "B"**).

9 35. Despite not performing on the May 2022 transactions, SPARROW still had goodwill with
10 SUMMIT CHURCH because his father-in-law was an associate pastor in good standing with
11 SUMMIT CHURCH. SPARROW continued to promise that his partners would perform on the
12 May 2022 transactions.

13 36. To make matters worse, SPARROW and subsequently, KING, convinced PLAINTIFF to
14 use the remaining proceeds, approximately \$3 million dollars, from the sale of the Barham Dr.
15 property as downpayment on the new PROPERTY because SPARROW continued to assure
16 SUMMIT CHURCH that DICKINSON, CLEMENSON, and DEMATTEO would perform on the
17 \$2.7 Million Note because their stock in Lottery.com would be sold to payback the \$2.7 Million
18 Note and provide the funds for the \$2 Million Note. (**Exhibits "A" and "B"**)

19 37. SUMMIT CHURCH conceded to SPARROW'S advice and used the remaining \$3 million
20 dollars from the sale of its Barham Dr. property to be used as a down payment and related expenses
21 for the new PROPERTY. The \$3 million dollars, however, was placed into an entity controlled by
22 KING and SPARROW. Despite providing an agreement that the \$3 million dollars would be
23 collateralized with a deed of trust on the PROPERTY; KING and SPARROW did not collateralize
24 the \$3 million dollars. This transaction is the subject of a different lawsuit: *Manna World*

1 *Ministries, Inc. v. 100 Ranch Development, LLC et al*, Case No. 37-2023-00029730-CU-BC-NC.

2 38. DICKINSON, CLEMENSON and DIMATTEO have refused to communicate with
3 SUMMIT CHURCH. They have been terminated as officers with Lottery.Com in or about July of
4 2022. On information and belief, they have transferred their respective shares in Lottery.com to
5 LAD HOLDINGS GROUP, LLC, MC HOLDINGS GROUP, LLC, and RD HOLDINGS GROUP,
6 LLC. Upon information and belief, DICKINSON, CLEMENSON and DIMATTEO may have
7 deposited the money into Lottery.com in an effort to shield the money from Plaintiff. On
8 information and belief, SPARROW, DICKINSON, CLEMENSON, DIMATTEO, AND KING are
9 joint tortfeasors in the alleged torts herein below as each participated in the conspiracy to defraud
10 PLAINTIFF. Upon discovery of the nature and scope of Lottery.com's involvement, if any,
11 Plaintiff will be amended to include Lottery.com as an undisclosed agent and co-civil conspirator.
12

13 **FIRST CAUSE ACTION**

14 **BREACH OF CONTRACT**

15 **(Against DICKINSON, CLEMENSON and DIMATTEO, and DOES 1-15)**

16 39. Plaintiff incorporates all preceding paragraphs as if fully incorporated herein.

17 40. On or about May 2, 2022, Plaintiff entered into a promissory note attached hereto as
18 **Exhibit "A."**

19 41. The \$2.7 Million Note required Defendants to pay back the \$2.7 Million Note no later than
20 May 9, 2022. If the \$2.7 Million Note was not timely paid back, then the signatories would sell
21 their stocks in Lottery.com and pay SUMMIT CHURCH.
22

23 42. Plaintiff has performed all conditions, covenants, and promises required on its part in
24 accordance with the terms and conditions of the \$2.7 Million Note.
25

26 43. Defendants have breached this agreement by failing and refusing to pay back the \$2.7
27 million dollars or any interest.
28

1 44. Plaintiff requests an immediate return of its \$2.7 million dollars plus interest at the legal
2 rate in addition to any consequential damages.

3 45. Accordingly, Plaintiff requests relief as more fully defined in the Prayer for Relief.

4 **SECOND CAUSE OF ACTION**

5 **BREACH OF CONTRACT**

6 **(Against, CLEMENSON and DOES 1-15)**

7 46. Plaintiff incorporates all preceding paragraphs as if fully incorporated herein.

8 47. On or about May 2, 2022, Plaintiff entered into a Promissory Note attached hereto as
9 **Exhibit “B.”**

10 48. **Exhibit “B”** provides that Defendants would loan \$2 million dollars at 5% per annum to
11 SUMMIT CHURCH.

12 49. Defendants have breached this agreement by failing and refusing to tender the \$2 million
13 dollars without any cause or justification.

14 50. Accordingly, Plaintiff requests relief as more fully defined in the Prayer for Relief.

15 **THIRD CAUSE OF ACTION**

16 **FRAUD**

17 **(Against DICKINSON, CLEMENSON and DIMATTEO, INCIRCL, INC., SPARROW,**

18 **KING & DOES 16-50)**

19 51. Plaintiff incorporates all preceding paragraphs as if fully incorporated herein.

20 52. On May 2, 2023, Defendants presented the agreements attached as **Exhibits “A”, “B”, and**
21 **“C”**. Defendants promised that the \$2.7 Million Note would be paid back by May 9, 2022
22 **(Exhibit “A”).**

23 53. On May 2, 2022, Defendants also promised to loan \$2 million dollars pursuant to **Exhibit**
24 **“B”**.

1 54. SPARROW and INCIRCL, INC. portrayed an air of legitimacy and oversight with their
2 May 2, 2022, side agreement attached as **Exhibit “C.”**

3 55. These representations were made in order to induce Plaintiff to relinquish its \$2.7 million
4 dollars to Defendants and forego traditional financing.

5 56. These representations were false.

6 57. At the time these representations were made, Defendants intentionally made these
7 representations knowing they were false with the intent to induce Plaintiff to rely on the
8 representations, and Plaintiff being ignorant of the falsity of these representations, relied on the
9 representations believing them to be true.
10

11 58. In reasonable and justifiable reliance on such representations, Plaintiff was induced to, and
12 in fact did pay \$2.7 million dollars to benefit Defendants and forego obtaining other financing for
13 the additional \$2 million dollars that SUMMIT CHURCH needed to close on the PROPERTY and
14 make necessary improvements.
15

16 59. Had Plaintiff known the true facts, it would not have taken such actions, or would have
17 taken other actions all together. That is, had Plaintiff known that Defendants never intended to
18 perform on the \$2.7 Million Note or the \$2 Million Note, Plaintiff would have never entered into
19 the agreements marked as **Exhibits “A”, “B”, and “C.”**
20

21 60. Defendants and their agents gave substantial assistance and/or encouragement to each other
22 for the purpose of facilitating the wrongful conduct alleged herein, and their conduct was a
23 substantial factor in causing harm to Plaintiff. By conspiring with, aiding, and abetting each other,
24 as alleged herein, Defendants have proximately caused harm to Plaintiff and are therefore jointly
25 and severally liable for such harm as co-conspirators, aiders and abettors. Plaintiff will seek
26 damages, according to proof at trial, for all of the harm caused by Defendants and coconspirators
27 who are aiders and abettors.
28

1 61. As a direct, proximate, and foreseeable result of Defendants' fraudulent misconduct,
2 Plaintiff has been damaged according to proof at trial but not less than \$2.7 million dollars plus
3 costs and interest accruing at the highest legal rate since May 2, 2022, in addition to any
4 consequential damages.

5 62. In doing the acts alleged in this cause of action, Defendants acted intentionally, willfully
6 and with the intent to injure Plaintiff with malice, fraud, and oppression. As a result, Plaintiff
7 seeks punitive and exemplary damages as provided by section 3294 of the California Civil Code in
8 an amount sufficient to punish Defendants and to deter such conduct in the future.

9 63. Accordingly, Plaintiff requests relief as more fully defined in the Prayer for Relief.

10
11 **FOURTH CAUSE OF ACTION**

12 **NEGLIGENT REPRESENTATION**

13 **(Against DICKINSON, CLEMENSON, DIMATTEO, INCIRCL, INC., SPARROW, KING &**
14 **DOES 16-50)**

15 64. Plaintiff incorporates all preceding paragraphs as if fully incorporated herein.

16 65. At the time Defendants made the representations noted above, the representations were
17 untrue, and material to Plaintiffs' decision to give \$2.7 million dollars to Defendants.

18 66. Defendants made the representations without reasonable ground for believing them to be
19 true.

20 67. Plaintiff did not know that the said representations were untrue.

21 68. Defendants made the representations intending Plaintiff to rely on them.

22 69. Plaintiff did rely on the representations and were justified in relying on them.

23 70. As a result of Plaintiff's reliance on the representations, Plaintiff suffered damages as more
24 fully defined in the Prayer for Relief.

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1 **FIFTH CAUSE OF ACTION**

2 **CONVERSION**

3 **(Against DICKINSON, CLEMENSON and DIMATTEO, INCIRCL, INC., SPARROW,**
4 **KING & DOES 16-50)**

5 71. Plaintiff incorporates all preceding paragraphs as if fully incorporated herein.

6 72. Plaintiffs are, and at all times relevant herein were, the owners of the \$2.7 million dollars
7 which is the subject of the \$2.7 Million Note (**Exhibit "A"**).

8 73. Defendants wrongfully converted Plaintiff's \$2.7 million dollars.

9 74. Defendants refuse to return the money, despite numerous promises to the contrary from one,
10 SPARROW.

11 75. Defendants and their agents gave substantial assistance and/or encouragement to each other
12 for the purpose of facilitating the wrongful conduct alleged herein, and their conduct was a
13 substantial factor in causing harm to Plaintiff. By conspiring with, aiding, and abetting each other,
14 as alleged herein, Defendants have proximately caused harm to Plaintiff and are therefore jointly
15 and severally liable for such harm as co-conspirators, aiders, and abettors. Plaintiff will seek
16 damages, according to proof at trial, for all the harm caused by Defendants and their co-
17 conspirators who are aiders and abettors.

18 76. The aforementioned conduct was an intentional act, without any justification or excuse, and
19 such action is thereby depriving Plaintiffs of property, legal rights or otherwise causing injury. These
20 acts constitute despicable conduct that subjected Plaintiffs to cruel and unjust hardship and conscious
21 disregard of Plaintiffs' rights, so as to justify an award of exemplary and punitive damages.

22 77. As a result, Plaintiff suffered damages as more fully defined in the Prayer for Relief.

23 **SIXTH CAUSE OF ACTION**

24 **PENAL CODE SECTION 496**

1 (Against DICKINSON, CLEMENSON and DIMATTEO, INCIRCL, INC., SPARROW,
2 KING & DOES 16-24))

3 78. Plaintiff incorporates all preceding paragraphs as if fully incorporated herein.

4 79. Defendants are in receipt of Plaintiff's \$2.7 million dollars which they coerced from
5 Plaintiff via the pretextual \$2.7 Million Note, and related May 2, 2022, transaction documents.
6
7 (Exhibits "A", "B", and "C.")

8 80. Said money was taken under false pretenses and/or wrongfully converted to Defendants for
9 their own use and exclusive benefit and with the intent to deprive Plaintiff of it.

10 81. These acts constitute grand theft because the money taken is of a value exceeding nine
11 hundred fifty dollars (\$950) (Penal Code §487(a).) The money was needed for the purchase of the
12 PROPERTY by which Defendants knew.

13 82. Plaintiff demanded return of the money and assurances for entitlement to the proceeds it
14 created, but Defendants have refused and continue to refuse to comply with Plaintiffs' demands.

15 83. As a direct and proximate result of Defendants' actions, Plaintiff has suffered, and will
16 continue to suffer, actual damages in amount to be proven at trial, but which include, among other
17 things, the value of the monies that Defendants stole, interest, attorneys' fees, and costs.

18 84. Defendants planned to, and did, engage in the foregoing wrongful conduct, and they agreed
19 with each other and intended to engage in the above wrongful conduct.

20 85. Defendants and their agents gave substantial assistance and/or encouragement to each other
21 for the purpose of facilitating the wrongful conduct alleged herein, and their conduct was a
22 substantial factor in causing harm to Plaintiff. By conspiring with, aiding, and abetting each other,
23 as alleged herein, Defendants have proximately caused harm to Plaintiff and are therefore jointly
24 and severally liable for such harm as co-conspirators, aiders, and abettors. Plaintiff will seek
25 damages, according to proof at trial, for all the harm caused by Defendants and coconspirators who
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1 are aiders and abettors.

2 86. Defendants' actions as described above constitute violations of Penal Code Section 496. As
3 a result of Defendants' violation of Penal Code section 496, Plaintiffs are entitled to a just award of
4 actual damages, costs of suit, and reasonable attorneys' fees. (Penal Code section 496(c); *Siry Inv.*,
5 *L.P. v. Farkhondehpour*, (2022) 13 Cal.5th 333, *Bell v. Feibush* (2013) 212 Cal.App.4th 1041.)

6
7 87. As a result of Plaintiff's reliance on the representations, Plaintiff suffered damages as stated
8 herein but more fully defined in the Prayer for Relief.

9 **SEVENTH CAUSE OF ACTION**

10 **UNIFORM FRAUDULENT TRANSFER ACT, CIV CODE § 3439 et seq.**

11 **(Against LAD HOLDINGS GROUP, LLC, RD HOLDINGS GROUP, LLC, MC HOLDINGS**
12 **GROUP, LLC, and DOES 25-50)**

13 88. Plaintiff incorporates all preceding paragraphs as if fully incorporated herein.

14
15 89. Plaintiff is a creditor of DICKERSON, CLEMENSON, and DIMATTEO. Upon information
16 and belief, between September of 2022 and January of 2023, these defendants transferred their
17 respective shares in Lottery.com to LAD HOLDINGS GROUP, LLC (Anthony Lawrence
18 DiMatteo), RD HOLDINGS GROUP, LLC (Ryan Dickenson), and MC HOLDINGS GROUP, LLC
19 (Matthew Clemenson) with the actual intent to hinder, delay, or defraud Plaintiff.

20 90. Each of these entities were formed on 9/13/2022 in Delaware.

21
22 91. Defendants transferred their shares in Lottery.com to these entities without receiving a
23 reasonably equivalent value in exchange for the transfer. DICKERSON, CLEMENSON, and
24 DIMATTEO were engaged or were about to engage in a business or a transaction for which their
25 remaining assets were unreasonably small in relation to the business or transaction. DICKINSON,
26 CLEMENSON, and DIMATTEO intended to incur, or believed, or reasonably should have believed
27 that it would incur debts beyond their respective ability to pay as they became due.
28

1 92. Furthermore, the respective transfers of DICKINSON, CLEMENSON, and DIMATTEO
2 rendered themselves insolvent, and the transfer occurred after Plaintiff's right to payment from
3 DICKINSON, CLEMENSON, and DIMATTEO arose.

4 93. Plaintiff has been harmed, and the transfer was a substantial factor in causing such harm, in
5 that the transfer was put beyond Plaintiff's reach of the assets that Plaintiff would otherwise be able
6 to enforce against DICKINSON, CLEMENSON, and DIMATTEO.

7 94. Plaintiff is therefore entitled to avoid the transfer, attach the assets transferred or their
8 proceeds, and/or entitled to a receive or to take charge of the assets or their proceeds. Alternatively,
9 Plaintiff is entitled to judgment against LAD HOLDINGS GROUP, LLC, RD HOLDINGS GROUP,
10 LLC, and MC HOLDINGS GROUP, LLC for the value of the assets or the value of Plaintiff's
11 claim, whichever is less.

12 **EIGHTH CAUSE OF ACTION**

13 **CONSTRUCTIVE TRUST**

14 **(Against all Defendants)**

15 95. By virtue of Defendants' fraudulent acts, Defendants, and any of their affiliates and/or
16 related successors in interest holds the Lottery.com shares identified in **Exhibits "A" & "B"** as a
17 constructive trustee for Plaintiff's benefit to preserve its \$2.7 million dollars and related expenses.

18 96. As a result of Defendants' actions, Plaintiff has suffered damages as stated herein, but more
19 fully defined in the Prayer for Relief.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE, Plaintiff prays judgment against Defendants and each of them as follows:**

- 22 1. Compensatory Damages in the sum of \$2,700,000.00;
- 23 2. Consequential damages according to proof at trial;
- 24 3. Interest accruing on the \$2,700,000 from May 2, 2022;

4. Attorneys' fees;
5. Punitive Damages;
6. Treble Damages;
7. For a constructive trust of all the Lottery.Com shares referenced in Exhibits "A" and "B"
8. For injunctive relief relating to any fraudulent transfer of any Lottery.Com shares referenced in Exhibits "A" and "B," including an order preliminarily enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, from transferring said shares to any third person or entity;
9. For an accounting of all said shares and revenues generated from said shares;
10. For a constructive trust on said shares or the proceeds from said shares, and
11. For such other and further relief as the court may deem proper.
12. For a jury trial

DATED: September 8, 2023

WELLMAN & WARREN, LLP

By:


SCOTT WELLMAN
CRAIG HOLIDAY
Attorneys for Plaintiff,
Manna World Ministries, Inc.
dba Summit Church