

JERRY B. REED	§	IN THE BUSINESS COURT
<i>Plaintiff</i>	§	
	§	
VS.	§	THIRD BUSINESS COURT
	§	DIVISION 3A
	§	
ROOK TX, LP et al.	§	
<i>Defendants</i>	§	TRAVIS COUNTY, TEXAS

PLAINTIFF JERRY REED’S RULE 194.2 INITIAL DISCLOSURES

- (1) The correct names of the parties to the lawsuit:

JERRY REED
ROOK TX LP
ROOK GP LLC
COLOSSUSBETS LIMITED
LOTTERY.COM, INC.
AUTOLOTTO, INC.
LOTTERY NOW, INC
ALTX MANAGEMENT, LLC
QAWI AND QUDDUS, INC
LAWRENCE ANTHONY “TONY” DIMATTEO III
MATTHEW CLEMENSON
RYAN DICKINSON
BERNARD MARANTELLI
ZELJKO RANOGAJEC A/K/A JOHN WILSON
WHITE SWAN DATA LIMITED

- (2) The name, address, and telephone number of any potential parties;

Plaintiff is currently not aware of any other potential parties.

- (3) The legal theories and, in general, the factual bases of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at trial);

a. **MONEY HAD AND RECEIVED** – Defendants are in possession of funds that, in equity and good conscience, rightfully belong to Plaintiff. Defendants manipulated the Lotto Texas drawing on April 22, 2023, by engaging in a bulk purchase of lottery tickets and employing methods that violated Texas law and the Texas Lottery Commission’s rules and regulations. The specific legal violations committed by Defendants are detailed in Plaintiff’s Second Amended Petition. By unlawfully rigging the game to secure the \$95 million jackpot, Defendants artificially reduced the Lotto Texas jackpot amount legitimately won by Plaintiff on May 17, 2023, thereby depriving Plaintiff of the rightful proceeds

b. **CONSPIRACY** – Defendants, acting in concert, conspired to manipulate the Lotto Texas drawing on April 22, 2023, through an illegal bulk purchase of lottery tickets, thereby rigging the game in their favor and laundering illicit funds. Defendants employed unlawful methods, as detailed in Plaintiff’s Second Amended Petition, to execute their scheme. Their actions deprived other players of prize money in both the April 22, 2023, drawing and subsequent games. To further their conspiracy, Defendants committed the unlawful overt acts outlined in Plaintiff’s Second Amended Petition. As a direct and proximate result of their conspiracy, Plaintiff suffered financial harm, for which Defendants are jointly and severally liable.

c. **AIDING AND ABETTING** – Defendants knowingly participated in unlawful conduct, as outlined in Plaintiff’s Second Amended Petition. With the intent to facilitate the bulk purchase of Lotto Texas tickets through illegal means, each Defendant provided substantial assistance and/or encouragement to further the scheme. Their collective actions were a significant factor in causing harm to Plaintiff. As a direct and

proximate result of their unlawful assistance and encouragement, Defendants are jointly and severally liable for the financial injury suffered by Plaintiff

d. **ASSISTING & PARTICIPATING** – Defendants substantially aided one another in executing the unlawful bulk purchase of Lotto Texas tickets. Independently of each other's actions, each Defendant's assistance and participation breached duties owed to lottery players across Texas, including Plaintiff. Their collective and individual involvement was a significant factor in facilitating the unlawful methods used to manipulate the lottery. As a direct and proximate result of their assistance and participation, Defendants are jointly and severally liable for the financial harm suffered by Plaintiff

e. **CONCERT OF ACTION** – Defendants knowingly agreed to engage in the unlawful acts detailed in Plaintiff's Second Amended Petition, conspiring to rig the Lotto Texas game in their favor. Their actions were highly antisocial, undermining the integrity and reputation of the Texas Lottery and harming millions of lottery players who relied on its fairness. Each Defendant acted intentionally in furtherance of this scheme. As a direct and proximate result of their concerted actions, Plaintiff suffered financial harm, for which Defendants are jointly and severally liable.

f. **NEGLIGENCE PER SE** -- Defendants violated Texas Government Code §§ 466.155, 466.3054, 466.305, 466.307, and 466.308 as well as 16 Tex. Admin. Code §401.304. These statutes and administrative regulations aim to ensure fairness and integrity in Texas lottery games and to prevent cheating. They are designed to protect Texas lottery players like Plaintiff against the type of injury he suffered. These statutes and administrative regulations are of the type that impose tort liability. Defendants' violation of these statutes and administrative regulations was without legal excuse. Defendants'

breach of the duty imposed by these statutes and administrative regulations proximately caused injury to Plaintiff, which resulted in a \$95 million reduction in the Lotto Texas jackpot Plaintiff won on May 17, 2023.

g. **EXEMPLARY DAMAGES** – Defendants engaged in fraudulent and malicious conduct, as detailed in Plaintiff’s Second Amended Petition, to rig the Lotto Texas game in their favor and launder illicit funds. Their unlawful actions warrant the imposition of exemplary damages under Texas Civ. Prac. & Rem. Code § 41.003(a).

(4) The amount and any method of calculating economic damages;

Economic Damages – Plaintiff asserts that Defendants owe him **\$95 million**, representing the amount of the Lotto Texas jackpot from the rigged April 22, 2023, drawing. Plaintiff contends that, absent Defendants’ manipulation, the jackpot would have rolled over to the next winning draw on May 17, 2023, which Plaintiff, Jerry Reed, won. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiff suffered financial harm in the form of a reduced jackpot.

(5) The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;

Jerry Reed
2002 N Wood Duck Ct.
Granbury, TX 76049

Mr. Reed is the plaintiff in this case and was the winner of the May 17, 2023 Lotto Texas jackpot.

Glenn Gelband
1812 Front Street
Scotch Plains, NJ 07076
(908) 272-7794

Mr. Gelband signed the Texas Lottery Claim Form on behalf of Rook GP LLC as general partner of Rook TX LP.

Lawrence Anthony “Tony” Dimatteo III
104 Alonso Drive
Austin, Travis County, TX 78738

Mr. Dimatteo is a co-founder of AutoLotto, Inc. and Lottery.com and participated in the bulk purchase of lottery tickets in the April 22, 2023, Lotto Texas drawing).

Matthew Clemenson
1115 Union St.
San Francisco, CA 94109

Mr. Clemenson is a co-founder of AutoLotto, Inc. and Lottery.com and participated in the bulk purchase of lottery tickets in the April 22, 2023, Lotto Texas drawing.

[Ryan Dickinson](#)
6000 Ed Bluestein Blvd. Apt. 10104
Austin TX 78723
(512) 645-8311

Mr. Dickinson is a co-founder of AutoLotto, Inc. and Lottery.com and participated in the bulk purchase of lottery tickets in the April 22, 2023, Lotto Texas drawing.

Bernard Marantelli
Aviation House, 125 Kingsway
London, WC2B 6NH United Kingdom

Mr. Marantelli is the co-founder of ColossusBets Limited and White Swan Data Limited. He planned, helped finance, and helped execute the bulk purchase of lottery tickets in the April 22, 2023, Lotto Texas drawing.

Zeljko Ranogajec a/k/a John Wilson
Apartment C.03.2, One Hyde Park, 100
Knightsbridge, London SW1X 7LJ.

Mr. Ranogajec is the co-founder of ColossusBets Limited. He planned, helped finance, and helped execute the bulk purchase of lottery tickets in the April 22, 2023, Lotto Texas drawing.

Gregory Potts
13301 Galleria Cir #200
Austin, TX 78738

Mr. Potts is the Chief Operating Officer of Lottery.com. He has knowledge of Lottery.com's involvement and its interaction with other participants in The Bulk Purchase.

Gary Grief
10833 Alberio Cv.
Austin, TX 78739

Mr. Grief is the former executive director of the Texas Lottery Commission. He has knowledge regarding his interaction with participants in The Bulk Purchase as well as applicable TLC rules and regulations.

(6) A copy - or a description by category and location - of all documents, electronically stored information, and tangible things that the responding party has in its possession, custody, or control, and may use to support its claims or defenses, unless the use would be solely for impeachment;

a. Copies of Reed 0001-0008 are attached.

(7) Any indemnity and insuring agreements described in Rule 192.3(f);

Not Applicable

(8) Any settlement agreements described in Rule 192.3(g);

Not Applicable.

(9) Any witness statements described in Rule 192.3(h);

None.

(10) In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills;

Not applicable.

(11) In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills obtained by the responding party by virtue of an authorization furnished by the requesting party; and

Not applicable.

(12) The name, address, and telephone number of any person who may be designated as a responsible third party.

Plaintiff is currently unaware of persons who may be designated as responsible third parties.

Respectfully submitted,
LAGARDE LAW FIRM, P.C.

/s/ Richard L. LaGarde
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mary@lagardelaw.com
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing instrument on
opposing counsel on June 12, 2025, as follows:

By electronic service.

/s/ Richard L. LaGarde
Richard L. LaGarde