

**COMMONWEALTH OF MASSACHUSETTS  
MASSACHUSETTS STATE LOTTERY COMMISSION**

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**In re: *Appeal of Mohammad B. Maqbool*** \_\_\_\_\_)  
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**DECISION & RECOMMENDATION**

**INTRODUCTION**

The claimant, Mohammad Bilal Maqbool (“Mr. Maqbool”), appeals the decision of the Executive Director of the Massachusetts State Lottery (the “Lottery”) denying his claims to recover \$1,000 on each of five different winning instant tickets. Because Mr. Maqbool acquired the winning tickets through an assignment prohibited by law, the Hearing Officer recommends that the Massachusetts State Lottery Commission affirm the Executive Director’s decision.

**PROCEDURAL BACKGROUND**

On or about January 28, 2021, Mr. Maqbool submitted claim forms for five different winning instant tickets at the Lottery’s Dorchester Office. Tr. at 28:9 - 15. The five tickets were:

<b>Ticket Name</b>	<b>Ticket Number</b>	<b>Prize Value</b>
Diamond 9s	192-250261-092	\$1,000.00
Diamond 9s	192-185888-068	\$1,000.00
Supreme Millions	71-565459-044	\$1,000.00
200X	150-552899-049	\$1,000.00
Fastest Road to \$1 Million	180-296121-049	\$1,000.00

See Exhibits 4 and 5. By letter dated March 3, 2021, the Lottery’s Compliance Department wrote to Mr. Maqbool that it would not pay the claims because “[the Lottery] did not consider [him] the proper recipient of the prize winnings.” See Exhibit 1. The Lottery’s decision was based upon Mr. Maqbool’s admission that he purchased “the winning lottery tickets at a discounted rate from

an individual who acquired them from [an] AM/PM Convenience store.” *See id.* The March 3, 2021 letter advised Mr. Maqbool of his right to appeal the decision. *See id.* Mr. Maqbool submitted a timely written appeal.

Thereafter, on April 7, 2021, an informal hearing on Mr. Maqbool’s appeal was held pursuant to 961 C.M.R. 2.38(7). *See* Exhibit 5. During the hearing, Mr. Maqbool again admitted to “purchas[ing] the five (5) instant tickets from an individual that was not a Lottery Sales Agent.” *See id.* Consequently, by letter dated April 27, 2021, the Lottery’s Executive Director concluded that there was no merit to the appeal and affirmed the Lottery’s decision not to pay the claim. *See id.* In the April 27, 2021 letter, the Lottery’s Executive Director advised Mr. Maqbool that he could further appeal the decision. *See id.* Mr. Maqbool submitted a timely written appeal.

On June 8, 2021, a hearing on Mr. Maqbool’s further appeal was held by Zoom, as agreed to by the parties and pursuant to the state of emergency instituted by Governor Charles Baker on March 10, 2020. Assistant Executive Director and General Counsel, Gregory M. Polin, Esq., appeared on behalf of the Lottery. Mr. Maqbool represented himself.

During the hearing, Mr. Maqbool was sworn and testified on his behalf. And, Lottery Security Investigator, Kevin Floster, was sworn and testified on behalf of the Lottery.

The following documents were marked as exhibits and entered as evidence without objection:

1. Exhibit 1: A letter dated March 3, 2021 from Daniel M. O’Neil, Assistant Executive Director, Security, Compliance and Internal Audit, for the Lottery to Mr. Mohammad Maqbool;
2. Exhibit 2: An undated and redacted document with the header: “Investigation Report” purporting to be prepared by Kevin Floster, Security Investigator;
3. Exhibit 3: A screenshot image with redacted text bearing “The Lottery” in its header and the date March 11, 2021;

4. Exhibit 4: A compilation of photocopies of the front and back of the five (5) instant scratch tickets and associated receipts and claim forms;
5. Exhibit 5: A letter dated April 27, 2021 from Michael R. Sweeney, Executive Director (signed by Gregory M. Polin, Assistant Executive Director and General Counsel) to Mohammad Balal Maqbool; and
6. Exhibit 6: A printout from the Lottery's ES Portal, bearing the date June 4, 2021 at 2:26 P.M.

The parties were allowed the opportunity to provide written submissions to the hearing officer within thirty (30) days after receipt of the hearing transcript. On July 22, 2021, Lottery counsel submitted a post-hearing brief on the Lottery's behalf. Mr. Maqbool did not submit any post-hearing materials.

### **BACKGROUND: THE INSTANT TICKETS**

In Mr. Maqbool's appeal, four Lottery instant ticket games are at issue and I take judicial notice of the following:<sup>1</sup>

- **Diamond 9s.** The Diamond 9s instant ticket sells for \$10.00 and was introduced by the Lottery in August 2018. *See* Massachusetts Lottery website, <https://www.masslottery.com/games/draw-and-instants/diamond-nines-2018> (last viewed on July 22, 2021).
- **Supreme Millions.** The Supreme Millions instant ticket sells for \$30.00 and was first introduced by the Lottery in April 2015. *See id.* (<https://masslottery.com/games/draw-and-instants/supreme-millions-2015> (last viewed on July 22, 2021)).
- **200X.** The 200X instant ticket also sells for \$30.00 and was first introduced by the Lottery in April 2017. *See id.* (<https://masslottery.com/games/draw-and-instants/200x-2017> (last viewed on July 22, 2021)).
- **Fastest Road to \$1 Million.** The Fastest Road to \$1 Million instant ticket also sells for \$30.00 and was first introduced by the Lottery in April 2018. *See id.* (<https://masslottery.com/games/draw-and-instants/fastest-road-1m-2018> (last viewed on July 22, 2021)).

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<sup>1</sup> *See* G.L. c. 30A, § 11(5) ("Agencies may take notice of any fact which may be judicially noticed by the courts, and in addition, may take notice of general, technical or scientific facts within their specialized knowledge.")

To play the games, a player scratches the foil on the cardboard ticket to reveal and match “[their] Numbers” to the “Winning Numbers”. *See, e.g.,* Massachusetts Lottery website, <https://www.masslottery.com/games/draw-and-instants/fastest-road-1m-2018> (last viewed on August 17, 2021). As of January 28, 2021, when Mr. Maqbool claimed the prize winnings, three of the games were still active; but the 200X game was not. Players could still claim prizes for all of the games. *In re: Appeal of Mohammad Balal Maqbool*, June 8, 2021 hearing transcript (cited as “Tr.”) at 45:12 – 22.

### **FACTUAL FINDINGS**

#### **I. MR. MAQBOOL’S CLAIM.**

Mr. Maqbool lives in Hyannis, Massachusetts, and drives cars through Uber. Tr. at 9:13 – 10:16. Through his Uber work, Mr. Maqbool met and befriended a Mr. Arjun Giri. Tr. at 17:11 - 19. Mr. Giri also drives through Uber and also lives in Hyannis. Tr. at 18:8 - 15. In about January 2021, during a period between picking up passengers, Mr. Giri told Mr. Maqbool that he had Lottery tickets but did not “want to go that far”. Tr. at 18:8 - 17. Mr. Maqbool offered to take the tickets to claim the winnings and he would pay Mr. Giri \$725.00 for each ticket. Tr. at 18:8 – 19:12. Ultimately, Mr. Maqbool paid \$725.00 in cash for each of the tickets, paying Mr. Giri a total of \$3,625.00. Tr. at 12:17 – 13:4. Mr. Maqbool testified that he purchased the tickets as a way of making some money. Tr. at 19:13 - 21. At no point though has Mr. Maqbool tried to sell the five tickets himself. *Id.*

According to Mr. Maqbool, Mr. Giri is not a Lottery Agent. Tr. at 17:14 - 19. Mr. Giri allegedly has friends who own a couple of convenience stores, including an A to Z Convenience in South Yarmouth, Massachusetts, and an AM-PM in Hyannis, Massachusetts. Tr. at 17:11 - 24. Mr. Maqbool admitted to purchasing “\$1,000 or maybe two \$1,000 lottery tickets before” from



Mr. Giri. Tr. at 13:15 - 23. He did not know how Mr. Giri obtained the five tickets at issue. Tr. at 17:14 – 18:7.

About one week after the purchase, on January 28, 2021, Mr. Maqbool drove from Hyannis to Boston with a customer and, on his return home, stopped at the Lottery's Dorchester office. Tr. at 18:8 – 19:3. While at the office, Mr. Maqbool completed the reverse side of the tickets and signed them as their owner. *See* Exh. 4. Mr. Maqbool also completed a claim form for each of the five tickets. *See* Exh. 4; *see also* Tr. 20:24 – 21:23. By signing the forms, the player:

I certify, under the penalties of perjury that the information contained herein is true and accurate. I further declare under the penalties of perjury: that I am 18 years or older; that the name, address and taxpayer identifying number identify me as the sole recipient of this payment; and that I am not claiming this prize to assist another in the avoidance of financial obligations.

*See* Exh. 4.

Once Mr. Maqbool submitted his claims, the Lottery's Customer Service notified its Compliance Department, including Security Investigator, Kevin Floster. Tr. at 35:8 - 16. Lottery's Customer Service staff notifies the Compliance Department if an individual submits multiple claims in one day or has an extensive cashing history. Tr. at 35:8 – 16. The purpose is to allow the Compliance Department to review the claims. *See id.* Investigator Floster has worked for the Lottery since October 2020. Tr. at 27:12 – 20. Among his duties, Investigator Floster is responsible for identifying and addressing any noncompliance with applicable lottery laws, rules, and regulations by lottery agents and players. Tr. at 27:21 – 28:7.

Accompanied by Dan O'Neil, the Executive Director of Compliance and Internal Audit, Investigator Floster asked Mr. Maqbool if he would answer some questions about his tickets and Mr. Maqbool agreed. Tr. at 38:5 – 10. Upon questioning, Mr. Maqbool told Lottery investigators that he purchased the tickets from an individual named Arjun Giri, paying a total amount of \$3,600

for the five (5) tickets. Tr. 38:11 – 21; *see also* Exh. 2. When asked, Mr. Maqbool said he believed that Mr. Giri may have obtained the tickets through an AM-PM convenience store in Hyannis. Tr. at 38:22 – 39:12. According to Investigator Floster, Mr. Giri was not a lottery sales agent. Tr. at 39:16 – 22. Investigator Floster testified that, throughout the interview, Mr. Maqbool was “incredibly cooperative, polite, and made no indication that he did not want to be interviewed about the ticket”. Tr. at 41:2 – 10. Following the interview, the Lottery wrote to Mr. Maqbool, advising him that he was not the proper recipient of the prize winnings and would not be paid any winnings. Tr. at 42:3 – 22; *see also* Exh. 1.

## **II. MR. MAQBOOL’S TICKET CASHING HISTORY.**

On cross-examination, Mr. Maqbool testified to purchasing tickets from Mr. Giri in the past. Tr. at 13:15 – 23. Specifically, he admitted to purchasing one or two \$1,000.00 tickets (*id.*), which I assume means tickets with \$1,000.00 payouts. I question the reliability of Mr. Maqbool’s testimony at the hearing respecting his ticket purchasing history based upon his prior inconsistent statements and Lottery records.

In contrast, during his January 28, 2021 interview with Investigator Floster, Mr. Maqbool admitted that he “buys winning lottery tickets from [Mr.] Giri for \$725, and that [Mr.] Giri buys them from someone at the AM/PM Convenience store in Hyannis for \$700.” *See* Exh. 2. Mr. Maqbool further admitted that “he has been purchasing tickets from [Mr.] Giri at a discounted rate for some time in order to make some extra money.” *Id.* In the five-year period from October 23, 2015 to October 29, 2020, Mr. Maqbool submitted claims for twenty-seven (27) winning tickets. Exh. 6. For a part of this time, between April 29, 2019 and October 29, 2020, Mr. Maqbool submitted nineteen winning lottery tickets, totaling \$21,240.00. Tr. at 37:13 – 18; *see also* Exh. 6. The Lottery paid Mr. Maqbool for all of the claims. *See* Exh. 6. And, despite the cashing

history, Investigator Floster was not aware of the Lottery's taking any action against Mr. Maqbool other than denying the five claims at issue in the appeal. Tr. at 47:4 – 13.

## **DISCUSSION**

### **I. APPLICABLE LAW**

Massachusetts courts have held consistently that the relationship between a Lottery player and the Lottery is one based in contract where the terms of the contract are the rules of the game. *See Jacobs v. State Lottery Comm'n*, 60 Mass. App. Ct. 303, 308 (2004) (affirming the Lottery's decision to award plaintiff \$10). The Appeals Court, in *Bretton v. State Lottery Commission*, wrote that "[b]y purchasing a ticket the plaintiff entered into a contractual agreement with the commission and is deemed to have reasonable notice of the pertinent regulations and rules of the game." *Bretton v. State Lottery Comm'n*, 41 Mass. App. Ct. 736, 741 (1996). *See also DePasquale v. Ogden Suffolk Downs, Inc.*, 29 Mass. App. Ct. 658, 661 (1990) (finding that bettors are presumed to know the rules of the games they are playing and are subject to those rules).

Instant ticket players are advised in numerous ways - such as the back side of tickets, claim forms, and the Massachusetts Lottery's website - that the games are subject to Lottery Commission rules. *See, e.g.,* Exh. 4. The rules include state laws and Lottery regulations.

Under Massachusetts law, while contract rights are generally assignable, some contract rights cannot be assigned when expressly forbidden by statute. *See Rubenstein v. Royal Ins. Co. of Am.*, 45 Mass. App. Ct. 244, 246 (1998) (affirming assignment of right of contribution); *see Nova Assignments, Inc. v. Kunian*, 77 Mass. App. Ct. 34, 42 (2010) (approving assignment of rights under a contract). An assignment is defined as a transfer of rights or property. *See Black's Law Dictionary*, 128 (8th ed. 2007).

With respect to Lottery winnings, Massachusetts law prohibits the assignment of Lottery prizes, except in four limited circumstances, as follows:

Section 28. The right of any person to a prize drawn is not assignable except under the following limited circumstances:

- (1) Payment of any prize drawn may be paid to the estate of a deceased prize winner or to the IV-D agency under chapter 119A.
- (2) Payment of any prize drawn may be made to any person under an appropriate judicial order.
- (3) The commission may, by regulations adopted under section 24, permit assignment of prizes for purposes of paying estate and inheritance taxes, or to a trust the beneficiaries of which are the prize winner, his mother, father, children, grandchildren, brothers, sisters or spouse.
- (4) Payment of any prize drawn may be made to a person under a voluntary assignment of the right to receive future prize payments, in whole or in part, if the assignment is made to a person or entity named as the assignee in an appropriate judicial order of a court of competent jurisdiction, which shall be the superior court sitting within and for the county in which the commission is situated or in which the assignor resides.

See M.G.L. c. 10, § 28 (“Section 28”). Interpreting Section 28, the Massachusetts Supreme Judicial Court held that “[t]he first clause of G.L. c. 10, § 28, standing alone, is unambiguous. It prohibits all assignment of rights to lottery prize money.” *Singer Friedlander Corp. v. State Lottery Comm’n*, 423 Mass. 562, 564 (1996). Examining Section 28, the SJC rejected the notion that any voluntary assignment judicially approved would be permitted, saying such an exception would swallow the rule against assigning lottery prizes. *Singer*, 423 Mass. at 565-566. The “prohibition of prize assignments, rather than the allowance of assignments, must be assumed to constitute the legislative policy.” *Id.* at 566.

Lottery regulations contain a prohibition on assignment of prizes with three similar limited exceptions.

### **2.28 Prizes**

- (1) No person entitled to a prize may assign his or her right to claim it except:



- (a) that payments of a prize may be made to the estate of a deceased prize winner or to another according to law by an appropriate judicial order from a court of competent jurisdiction;
- (b) for the purposes of paying estate and inheritance taxes[; and]
- (c) to a trust, the beneficiaries of which are restricted to the prize winner, his or her mother, father, children, adopted children, grandchildren, brothers, sisters, or spouse.

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See 961 C.M.R. 2.28. Massachusetts law and Lottery regulations are clear that the assignment of prizes is prohibited.

Where a Lottery prize is assigned improperly, Section 28 provides that the assignment is invalid and the Commonwealth and the Lottery Commission, Executive Director, agents and employees are relieved from awarding the prize payment. See G.L. c. 28(14).

## II. **MR. MAQBOOL ACQUIRED HIS FIVE TICKETS THROUGH AN IMPROPER ASSIGNMENT AND HIS CLAIMS WERE PROPERLY DENIED.**

In the present appeal, Mr. Maqbool acquired the five instant tickets through an improper assignment. He testified freely during the hearing and to Lottery investigators that his friend, Mr. Giri, said he had five tickets, but did not want to drive a long distance to cash them. In response, Mr. Maqbool offered to pay and did pay \$725.00 cash for each of the \$1,000.00 winning tickets. He knew that Mr. Giri was not a Lottery Agent and believed that the tickets originated from an AM/PM store or an A to Z Convenience store. Mr. Maqbool completed the back side of each of the instant tickets and completed a claim form for each of the tickets, asserting that he was the owner of each ticket. See Exh. 4; see also Tr. 21: 20:16 – 23:8. Because Mr. Maqbool purchased the five tickets via an assignment prohibited by law and regulation, the Executive Director properly denied his claims. Consequently, the Executive Director and Lottery are relieved from paying Mr. Maqbool any prize money. See G.L. c. 10, § 28(14) (“... the director ... shall not be liable to make payments pursuant to an invalid assignment.”)

Mr. Maqbool contends he should be paid the prize money because he was not aware that he was doing anything wrong and he promises not to engage in such conduct again. Indeed, the Lottery allowed Mr. Maqbool to cash numerous winning tickets in the past and only recently denied the five claims at issue in this appeal. *See, e.g.,* Exh. 6. Unfortunately, Mr. Maqbool's arguments are not persuasive. As a matter of law, Lottery game players are "deemed to have reasonable notice of the pertinent regulations and rules of the game." *Bretton, supra*, 41 Mass. App. Ct. at 741. And, Massachusetts courts will presume that players know the rules of the games they are playing. *DePasquale, supra*, 29 Mass. App. Ct. at 661. These principals aside, game players are informed in numerous ways that the games are subject to Lottery Rules, including in black, bold-faced, capitalized font appearing on the backside of instant game tickets. *See, e.g.,* Exh. 4. Massachusetts law and Lottery regulations prohibit assignment of prize winnings, except in limited circumstances. Lottery players, including Mr. Maqbool, must be held to those rules, even if they were not aware of the rules' details or they promise to adhere to them in the future.

**III.      AWARDING PRIZE MONEY TO MR. MAQBOOL WOULD FOSTER AN IMPROPER SECONDARY LOTTERY TICKET MARKET.**

As the Lottery argues, its actions are consistent with the legislative purpose of its authorizing statute and should be affirmed. The purpose of Section 28 and related Lottery regulations "prohibiting [ ] unpermitted assignments was, no doubt, intended to prevent the creation of a secondary, unregulated market in winning tickets, a legitimate legislative goal." *Welford v. Norbrega*, 30 Mass. App. Ct. 92, 103 n.10 (1991) (approving assignment of prize money to a trust as provided by an exception in Section 28). Mr. Maqbool purchased admittedly the winning Lottery tickets from someone who was not a Lottery agent for \$725.00 per ticket, and claimed the tickets as his own. This was not his first time doing so. Mr. Maqbool admitted to Investigator Floster that he "ha[d] been purchasing tickets from [Mr.] Giri at a discounted rate for

some time ...” . See Exh. 2, pg 2. At the hearing, Mr. Maqbool testified to buying one or two \$1,000 winning tickets from Mr. Giri in the past. See Tr. at 13:15 – 23. At the very least, the facts demonstrate an existing secondary market for winning Lottery tickets as between Mr. Maqbool and Mr. Giri that is contrary to Section 28’s legislative goals.

The danger of the secondary market is that – among other issues - it thwarts the Lottery’s mandate to ensure the collection of any past due taxes and child-support from Lottery winners. By statute, prior to issuing any prizes above \$600.00, the Lottery is required to determine whether the winning ticket holder owes past child support or tax liability. See G.L. c. 10, § 28A. If there is such a debt, the Lottery may only pay the winner any amounts remaining after satisfying the outstanding child support and/or tax liability. *Id.* As the five winning tickets at issue changed hands, the original purchaser avoided their obligation to report their winnings to state or federal tax authorities or pay any outstanding child support and/or tax liabilities. Denying Mr. Maqbool’s claims was consistent with the policy underlying Section 28, the Lottery’s other statutory obligations, and should be affirmed.

**IV. THE LOTTERY HAS NOT PROVED ANY OTHER BASIS FOR DENYING AND REFUSING TO PAY ALTOGETHER MR. MAQBOOL’S CLAIMS.**

The Lottery denied properly Mr. Maqbool’s claims and declined to pay him any winnings based upon the assignment prohibitions contained in Section 28 and 961 C.M.R. 2.28. The finding resolves the matter. However, the Lottery asserted additional arguments to justify its actions. In the interest of thoroughness, I address them below.

**A. The Lottery Has No Authority To Refuse To Pay Prize Money Where It Has Not Shown That Mr. Maqbool Is Not A Proper Prize Claimant.**

The Lottery claims it may refuse to pay an individual who is not a “proper prize claimant”, citing 961 C.M.R. 2.39. In pertinent part, the regulation allows the Executive Director to investigate and withhold paying prize winnings where there is an inconsistency between the



information on the claim form and shown on the ticket. *See* 961 C.M.R. 2.39. The information on the claim forms and tickets at issue here are consistent: Mr. Maqbool completed the tickets and claim forms, identifying himself as the tickets' owner. *See* Exh. 4. Thus, the regulation does not apply or authorize the Lottery's actions.

Justifying its actions, the Lottery cites *Welford v. Nobrega* for the proposition that "[an] agency's interpretation of its own regulations is accorded considerable deference". When stating the proposition, however, the *Welford* Court relied upon the SJC's decision in *Warcewicz v. Department of Environmental Protection*, which said further - and importantly - that "th[e] principle is deference, not abdication, and the courts will not hesitate to overrule agency interpretations when those interpretations are arbitrary, unreasonable, or inconsistent with the plain terms of the regulation itself." *Warcewicz v. Dep't of Env't Prot.*, 410 Mass. 548, 551 (1991). The plain language of 961 C.M.R. 2.39 allows the Executive Director to withhold winnings and investigate when there is an inconsistency between the claim form and the ticket. Such is not the case here; thus the regulation is not applicable. The Lottery's interpretation of 961 C.M.R. 2.39 is "inconsistent with the plain terms of the regulation itself." *Warcewicz*, 410 Mass. at 551.

**B. The Lottery Has No Authority To Refuse To Pay Prize Money Where The Tickets Were Not Lost, Stolen, or Mislaid.**

The Lottery claims that its regulations also entitle it not to pay prize money to an individual possessing a winning ticket in certain instances, citing 96 C.M.R. 2.31. The regulation does not authorize such action. 96 C.M.R. 2.31 outlines certain rules governing Instant Games and the Lottery points to the provision that: "No prizes shall be paid based on a lost, stolen or mislaid instant game ticket unless the Director in his/her discretion decides otherwise." 96 C.M.R. 2.31(6). The five tickets are not claimed to be lost, stolen, or mislaid and, thus, the regulation is not a basis for denying and refusing to pay Mr. Maqbool's claims. *Warcewicz*, 410 Mass. at 551.



**C. The Lottery Has No Authority To Refuse To Pay Prize Money  
Despite Its Dispute Over How Mr. Maqbool Acquired His Tickets.**

The Lottery also claims that 961 C.M.R. 2.28(2) enables it to refuse to pay Mr. Maqbool prize money for the five tickets. That is not fully the case. 961 CMR 2.28(2) outlines the requirement that winners sign claim forms but, in relevant part, authorizes the Executive Director to “refrain” from paying a prize when there is a “dispute relative to the prize”, pending a determination or instruction from the Commission or the court. *See* 961 CMR 2.28(2). The Lottery asserts a dispute exists between it and Mr. Maqbool because it objects to how Mr. Maqbool acquired the tickets. Even assuming the regulation applies to “disputes” between the Lottery and a prize winner, the regulation does not authorize the Executive Director to refuse to award prize money altogether. Rather, where a dispute exists, the Executive Director must eventually pay as directed by the Commission and/or the court.

**D. The Lottery Has No Authority To Refuse To Pay Prize Money Where  
The Claim Forms Information Is Consistent With That On The Tickets.**

The Lottery further claims that 961 C.M.R. 2.39 allows it to refuse to pay Mr. Maqbool where the facts of the ticket transaction are inconsistent with information on the claim forms and tickets. As discussed above, where there is an inconsistency in the information “submitted on the claim form *and* shown on the winning ticket”, 961 C.M.R. 2.39 allows the Executive Director to investigate and withhold prize winnings until the Executive Director is “satisfied that the winnings are paid to the proper person.” *See* 961 C.M.R. 2.39 (emphasis added). The Lottery contends such an inconsistency exists here: Mr. Maqbool purchased the tickets from someone who was not a Lottery Sales Agent but certified that he is the sole recipient of any prize payment and he is not claiming the prize to assist another to avoid financial obligations. Unfortunately, the Lottery’s argument ignores the regulation’s requirement that the inconsistency be between information on the claim form *and* the winning ticket. Here, the information on the claim forms and tickets at

issue are consistent: Mr. Maqbool identifies himself as the tickets' owner and the prize winner.

*See* Exh. 4.

**E. The Lottery Has Not Proven That Mr. Maqbool Is Disqualified From Receiving Any Prize Money.**

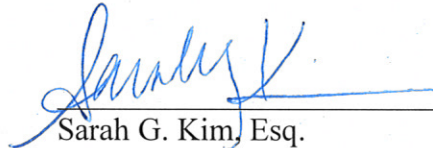
Lastly, the Lottery justifies denying the claims and refusing to pay on the grounds that its regulations require claims be verified and if a claimant is disqualified then payment shall not be paid even if the claimant presents a winning ticket. The Lottery made three supporting arguments. First, the Lottery argues that Mr. Maqbool is disqualified because he was dishonest when certifying on the claim forms that he was the sole recipient of the prize payment and not assisting another to avoid financial obligations. *See, e.g.,* Exh. 4. It speculates that Mr. Maqbool may be assisting the original ticket purchasers to avoid past due tax and/or child support obligations. And, it questions how Mr. Maqbool could certify he was the sole recipient of the prize winnings when he paid \$725.00 for the winning Instant Game Tickets. While it is highly unlikely that Mr. Maqbool believed the transactions were appropriate given the number of winning tickets he has cashed since 2015, the Lottery's surmising is not evidence. Mr. Maqbool testified without contradiction that he wanted the ticket winnings for himself (*see* Tr. at 19:13 – 21) and that he understood that Mr. Giri was selling the tickets to avoid driving long distances. *See* Tr. at 18:11 – 19:12.


Second, the Lottery argues that Mr. Maqbool is disqualified based upon 961 C.M.R. 2.38(3), which provides in part that: "If the Director determines that the person who completed the claim form in [sic] behalf of an owner is not the proper person to claim the prize in [sic] behalf of the owner, the Director may demand a new claim form completed by a person who is acceptable to the Director as the proper person so to claim the true owner's prize." *See* 961 C.M.R. 2.38(3). Since Mr. Maqbool is not claiming the prizes for anyone other than himself, the regulation is not applicable or a basis for refusing to pay the prize money. *See* Tr. at 19:13 – 21.

Finally, Lottery argues that Mr. Maqbool is disqualified because he purchased the tickets from someone who was not an authorized Lottery agent. By regulation, only duly licensed Lottery Sales Agents may sell Lottery tickets. *See* 961 C.M.R. 2.27(1). Mr. Maqbool testified he did not try to sell the tickets. *See* Tr. at 19:13 – 21. Under 961 C.M.R. 2.27(1), the Lottery has no remedy against Mr. Maqbool.

### **CONCLUSION & RECOMMENDATION**

For the reasons set forth above, the Hearing Officer concludes that Mr. Maqbool acquired the five instant tickets at issue through assignments that violated M.G.L. c. 10, § 28 and 961 C.M.R. 2.28(1). The Hearing Officer therefore recommends that the Massachusetts State Lottery Commission affirm the April 27, 2021 decision of the Lottery's Executive Director.

  
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Sarah G. Kim, Esq.  
Hearing Officer  
Deputy Treasurer & General Counsel

  
\_\_\_\_\_  
Date

