

IN THE CIRCUIT COURT OF SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

CLAUDIA M. MILLER,
AN ELDERLY PERSON,

PLAINTIFF,

2015 CA 000315
CASE NO: 2015-CA-

VS.

STONE STREET CAPITAL, LLC,
A DELAWARE COMPANY DOING BUSINESS IN FLORIDA,

DEFENDANT.

**CLAUDIA M. MILLER'S VERIFIED COMPLAINT FOR CIVIL THEFT
AGAINST STONE STREET CAPITAL, LLC**

COMES NOW, Plaintiff, CLAUDIA M. MILLER ("MILLER"), by and through her undersigned counsel, sues the Defendant, STONE STREET CAPITAL, LLC ("STONE STREET"), and for its claims for relief, states as follows:

GENERAL ALLEGATIONS

1. This is an action for damages exceeding \$15,000, exclusive of costs and fees.
2. MILLER resides in Florida and is a citizen of this state.
3. On the date of theft, and all times relevant, MILLER was elderly as defined in sections 772.11 and 825.103, Florida Statutes (2014).
4. STONE STREET is a Delaware company with its principle place of business at 7316 Wisconsin Avenue, Fifth Floor, Bethesda, Maryland 20814.
5. STONE STREET is conducting business in Florida and improperly availing itself of Florida courts, but is otherwise subject to this Court's personal and subject-matter jurisdiction.
6. Upon information and believe, however, STONE STREET is not licensed or authorized to do business in Florida.

7. STONE STREET is subject to Florida's long-arm statute under section 48.193, Florida Statutes (2014) by committing tortious acts within the state, doing business in the state, and causing injury to persons in the state.

COUNT I—CIVIL THEFT AND EXPLOITATION OF THE ELDERLY

8. MILLER re-alleges the allegations contained in paragraphs 1-7 above.

9. On or about September 19, 2013, MILLER entered into a business relationship with STONE STREET to sell \$500,000 of her lottery prize money to STONE STREET over a ten-year period in exchange for a lump sum payment of \$206,550.02.

10. STONE STREET knew that MILLER had only agreed to this one deal and that she had refused requests to assign more (or all) of her lottery prize money.

11. STONE STREET knew that any agreement to sell or transfer lottery prize winnings in Florida is not valid without court approval.

12. Further, STONE STREET knew that court approval could not be obtained unless the lottery winner had first consulted with independent counsel and an accountant and satisfied several other conditions precedent as a matter of law.

13. Secretly, however, STONE STREET filed four (4) separate petitions totaling assignments of \$2.825 million (\$2.325 million more than she had agreed) without MILLER's knowledge, notice, consent, or due process.

14. After these fraudulent deals had been approved by the court, on April 24, 2014, STONE STREET informed MILLER that STONE STREET had obtained an additional \$2.325 million dollars that belonged to MILLER.

15. STONE STREET conduct demonstrates that it acted with the felonious intent to, either temporarily or permanently, deprive MILLER of the right to the money and to appropriate the money to defendant's own use in violation of sections 772.11 and 825.103(1)(a), Florida Statutes (2014).

16. Moreover, STONE STREET obtained or used, endeavored to obtain or use, or conspired with another to obtain or use MILLER's funds, assets or property and knew or should have known that MILLER, as an elderly lottery winner, lacked the legal capacity to consent under §825.103(1)(b).

17. STONE STREET knew that it had not and could not comply with Florida's anti-assignment statute when it filed petitions to the courts seeking approval of assignments totaling \$2.325 million without Miller's knowledge, notice, consent, or due process of law.

18. Upon discovery, MILLER immediately sought cancellation and asked STONE STREET to rescind the theft-ridden deals in an attempt recoup her losses and to avoid criminal prosecution of STONE STREET.

19. STONE STREET refused and continues to reject MILLER's restitution offers.

20. As a result, MILLER has been injured because of the violation of §§772.11 and 825.103(1)(a) and (b) and has lost the above sum plus interest from the date of the theft.

21. MILLER has been forced to retain the undersigned attorney and is obligated to pay a reasonable fee for his services; MILLER is entitled to an award of attorney's fees under §772.11.

22. On August 12, 2014, MILLER served on STONE STREET a written, pre-suit demand for the money taken by STONE STREET. The amount initially demanded was eight million four hundred seventy-five thousand dollars (\$8,475,000) (or three times the \$2.825 million taken through the courts). A copy of this written demand is attached to this complaint as Exhibit A.

23. In equity, MILLER seeks return of six million nine hundred seventy-five thousand dollars (**\$6,975,000**)(or three times the \$2.325 million taken by theft), plus fees and costs.

24. Stone Street has failed and refused to pay the amount demanded or any other amount related to the fraudulent deals submitted to the Court.

25. STONE STREET's refusal to repay MILLER also violates Florida's prohibition against usury, section 687.071, Florida Statutes (2014).

26. STONE STREET's further violation of usury laws provides a second, separate basis that STONE STREET acted with felonious intent.

27. STONE STREET's use of the original \$500,000 assignment to maneuver itself into a position of trust with MILLER and fraudulently obtain \$2.325 million violates sections 825.103(1)(a) and (b), Florida Statutes (2014), and provides a third, separate basis that STONE STREET acted with felonious intent.

DEMAND FOR JURY DEMAND

Plaintiff demands a jury trial on all triable issues herein.

WHEREFORE, Claudia M. Miller demands judgment for three times the amount due as damages, prejudgment interest, attorney's fees and costs, a jury trial, and any other or further relief this Court deems just and proper.

Respectfully submitted,

/s/ Ian A. Northon

Ian A. Northon, Esq.

Florida Bar No.: 0101544

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of February 2015, this document was electronically transmitted to the Clerk of Court via the Florida Courts E-Filing Portal (“FCEP”) for filing and transmittal of electronic mailing to the following:

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/s/ Ian A. Northon
Ian A. Northon, Esq.

VERIFICATION BY CLAUDIA M. MILLER OF COMPLAINT FOR CIVIL THEFT
AGAINST STONE STREET CAPITAL, LLC

STATE OF FLORIDA)
)ss
COUNTY OF Hillsborough

After first being duly sworn according to law, CLAUDIA M. MILLER hereby states that she has read all of the allegations in the Verified Complaint and that the facts set forth herein are true and correct.

Claudia M. Miller
Claudia M. Miller

SWORN TO BEFORE ME, and subscribed in my presence this 5 day of February, 2015.

Karina Maclaren Thompson
Notary Public

My commission expires: Sep. 22, 2015



EXHIBIT A

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MR. NORTON IS LICENSED IN MICHIGAN, PENNSYLVANIA, AND FLORIDA

Segundo J. Fernandez
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2060 Delta Way P.O. Box 1110
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7 August 2014
By Hand Delivery

Re: Claudia Miller's Civil Theft Demand Against Stone Street Capital,
LLC in Case Nos.: 2013-CA-2838; 2014-CA-115; 2014-CA-514;
and 2014-CA-795.

Dear Mr. Fernandez:

As you know, this firm represents Ms. Claudia Miller related to her claims against your client, Stone Street Capital, LLC arising out of a series of assignments affecting her lottery winnings from the State of Florida. Stone Street's conduct constitutes exploitation the elderly and civil theft as defined under Florida Law. The Court's referral of the matter to arbitration does not militate these claims. Under **Florida Statutes §772.11**, therefore, Ms. Miller is entitled to treble damages due to your client's actions.

Thus, we hereby demand payment of eight million four hundred seventy-five thousand dollars (**\$8,475,000**) (or three times actual damages of \$2.825 million). This amount is subject to further amendment or increases as Ms. Miller completes her factual investigation. The failure to remit said funds within thirty (30) days (**Deadline: 8 September 2014**) will result in action against you for civil theft and exploitation of the elderly and recovery of the above sums, together with attorney's fees, costs, and other expenses for prosecuting the action. PLEASE GOVERN YOURSELF ACCORDINGLY.

Very truly yours,

ROETZEL & ANDRESS, LPA



Ian A. Northon