

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 07-38511 CA 25

DONNA CAMPBELL  
an individual,

Plaintiff

v.

ARNIM RAMDASS, individually,  
JANELLE RAMDASS, individually and  
IBIS # 17, LLC, a Florida Limited Liability  
Company

Defendants

---

**DEFENDANT ARNIM RAMDASS MOTION TO DISMISS PLAINTIFF'S  
AMENDED COMPLAINT WITH PREJUDICE**

Comes now the Defendant, ARNIM RAMDASS, (ARNIM), by and through his undersigned counsel and hereby files this Motion to Dismiss Plaintiff's Complaint and in support thereof would state as follows:

1. That Plaintiff filed an eight (8) Count Amended Complaint against the above stated Defendants. Seven (7) of the said Counts are directed towards Defendant ARNIM. To wit; Counts I, III, IV, V, VI, VII and VIII. (A copy of said Amended Complaint is attached hereto).

2. That Plaintiff's Amended Complaint must be dismissed in that either this Court lacks subject matter jurisdiction over the said suit or in the alternative. Plaintiff lacks standing to pursue her causes of action.
3. That in particular, the crux of Plaintiff's Complaint is based on Plaintiff's belief that her husband Defendant Arnim Ramdass (ARNIM) along with a group of fellow employees won the Florida Lotto on June 20, 2007. Plaintiff further alleges that the Defendants conspired among themselves to deny Plaintiff "her fair share of the lotto money" by concocting a scheme whereby Defendant JANELLE, instead of Plaintiff's husband, Defendant ARNIM RAMSDASS, would claim she was part of the lotto pool and collect the allotted share of proceeds.
4. Defendant ARNIM maintains that this court lacks subject matter jurisdiction over this lawsuit in that the only remedy that is available to Plaintiff assuming Plaintiff's allegations are true, is for her to file for a dissolution of marriage against Defendant ARNIM RAMDASS. Therefore, Plaintiff is precluded from filing an independent civil cause of action.
5. That in particular, Plaintiff is attempting to circumvent the proper procedure to assert her claim. Plaintiff's claim is based entirely on potential equitable grounds emanating from the marriage relationship between herself and Defendant ARNIM RAMDASS. More specifically, the only cause of action available to the Plaintiff is Defendant ARMIN RAMDASS'S alleged dissipation of assets.
6. Even if Plaintiff's allegations are taken as true, the pro rata share of the lotto proceeds would have to be deemed a martial asset. If deemed a martial asset the

only remedy available to Plaintiff would be F. S. Sec. 61.075 via Plaintiff's filing for the dissolution of marriage.

7. In addition, Plaintiff has not alleged that a special arrangement existed between herself and Defendant ARNIM RAMDASS concerning if and when he may win lotto and the distribution of the proceeds. Therefore, Plaintiff is precluded from filing an independent civil cause of action.
8. It is generally accepted that a spouse may not maintain independent tort action against his or her spouse for the dissipation of martial assets unless there is a distinct agreement or transaction between the spouses. Moreover, if no such agreement or transaction exists, the equitable distribution statute is the exclusive remedy for a spouse's intentional dissipation of martial assets. See F. S. Sec 61.075 (1). Plaintiff has not alleged a distinct agreement or transaction therefore, Plaintiff suit must be dismissed.
9. In addition hereto, it is also generally recognized that one spouse may not sue another spouse for constructive fraud which results in the loss of martial property. Once again, the only remedy would be dissolution of marriage proceeding.
10. The gist of a civil action for conspiracy is not the conspiracy itself but the civil wrong that is done pursuant to the conspiracy which results in damage to the Plaintiff. As stated above, Plaintiff may not sue another spouse for constructive fraud which results in the loss of martial property. Therefore, due to the absence of a recognizable civil wrong, Plaintiff's cause of action for conspiracy to commit fraud must be dismissed.

11. Plaintiff has also failed to allege that she had a legally recognizable property interest or standing in the alleged lotto proceeds thereby allowing her to file suit for same. Once again, even assuming that Plaintiff's allegations are true, which Defendant ARNIM does not do, at best, Plaintiff's only property interest in that said "lotto proceeds" would be found only if there were lotto proceeds; if a dissolution of marriage action was filed; and if the said proceeds were deemed martial property. Absent these factors, Plaintiff does not have a recognizable property interest or standing and as a result, Plaintiff's case must be dismissed.
12. In addition to what has been stated concerning Plaintiff's exclusive remedy and her failure to properly allege a recognizable property interest, Plaintiff has failed to properly allege a cause of action under Florida's Uniform Fraudulent Transfer Acts.
13. That in particular, Plaintiff has failed to allege a debtor-creditor relationship whereby Plaintiff had a "claim", as recognized under the Act against Defendant ARNIM RAMDASS that arose before the transfer and the debtor was insolvent at that time or became insolvent as a result of the transfer. In addition, Plaintiff is confined solely to Chapter 61 for any relief that she may have against ARNIM RAMDASS. As a result, there is no independent underlying tort claim for which Defendant ARNIM could be held liable. Therefore, Count IV must be dismissed.
14. Moreover, Plaintiff attempts to plead a cause of action for Constructive Trust but falls far short of the mark. To properly plead a constructive trust, Plaintiff must allege that ARNIM and Plaintiff shared a confidential, fiduciary relationship. That ARNIM made a promise to Plaintiff to transfer property to her that caused

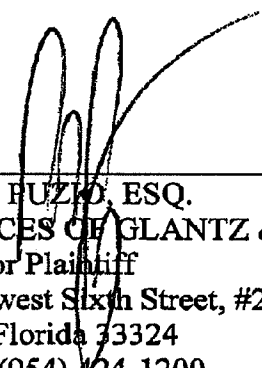
Plaintiff to rely on that promise and ARNIM reneged on that promise resulting in ARNIM being unjustly enriched.

15. That moreover, a confidential, fiduciary relationship will only be found when the Plaintiff separately alleges that the Plaintiff placed trust in Defendant ARNIM and ARNIM accepted that trust. Plaintiff has failed to allege anything close to the allegations required for a Constructive Trust over Defendant ARNIM and as a result that Count must be dismissed.

WHEREFORE, Defendant ARNIM RAMDASS, respectfully requests that the Court grant his Motion to Dismiss Plaintiff's Amended Complaint with Prejudice with all costs and fees to be borne by Plaintiff.

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by mail delivery and facsimile this the 15<sup>th</sup> day of April 2008, to the following: JERRY GREEN, ESQ., Law Offices of Jerry Green, P.A. 7700 North Kendall Drive, Suite 507, North Kendall Drive, Miami, Florida 33156 and BRUCE BALDWIN, ESQ 80 Southwest 8<sup>th</sup> Street, Suite 2700, Miami, Florida 33130.



---

ROBERT J. FUZIO, ESQ.  
LAW OFFICES OF GLANTZ & GLANTZ, P.A.  
Attorneys for Plaintiff  
7951 Southwest Sixth Street, #200  
Plantation, Florida 33324  
Telephone: (954) 424-1200  
Florida Bar No: 622516

# EXHIBIT A

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

DONNA CAMPBELL,  
an individual,

Plaintiff,

v.

ARNIM RAMDASS,  
an individual,  
JANELLE RAMDASS  
an individual,  
IBIS #17, LLC  
a Florida limited liability company,

Defendants.

CASE NO.: 07-38511 CA 25

**AMENDED COMPLAINT**

Plaintiff, DONNA CAMPBELL (hereinafter, "Campbell"), sues Defendants, ARNIM RAMDASS (hereinafter, "Ramdass"), JANELLE RAMDASS (hereinafter, "Janelle"), and IBIS #17, LLC (hereinafter, "Ibis"), and states the following:

**JURISDICTION AND VENUE**

1. The damages sought herein exceed \$15,000.00.
2. All conditions precedent to the bringing of this lawsuit have been performed, have occurred, or have been waived.
3. Venue is proper in Miami-Dade County pursuant to Fla. Stat. § 47.041.

6. Janelle is a *sui juris* resident of Orange County residing at 1520 Crosswind Circle, Orlando, FL. 32825.

7. Ibis #17, LLC is a Florida limited liability company with its principal place of business located at 7700 North Kendall Drive, Suite 507 Miami, FL 33156 in Miami-Dade County.

### GENERAL ALLEGATIONS

8. Campbell and Ramdass were married to each other on April 25, 2005, and remain married.

9. Ramdass is employed by American Airlines ("AA") and his place of employment is the Miami International Airport, in Miami-Dade County.

10. Throughout Campbell and Ramdass's marriage, Ramdass and various co-workers routinely played the state-run Florida Lottery as a "pool" (hereinafter "the lottery pool").

11. The lottery pool was organized by AA employee Arnim Richardson (hereinafter "Richardson").

12. Ramdass participated in the lottery pool at issue by giving Richardson the required amount of \$20 and writing "A. Ramdass" (signifying Arnim Ramdass) on the sign-in sheet.

13. On June 20, 2007, the lottery pool became the sole winner of a Florida lottery jackpot totaling approximately twenty million dollars (\$20,000,000.00).

14. The winning lottery ticket was purchased in Miami-Dade County.

15. On June 25, 2007, Richardson created Ibis in order to claim the lottery prize on behalf of the lottery pool. In order to create Ibis, Richardson hired attorney Jerry Green whose office is located at 7700 North Kendall Drive, Suite 507, Miami, FL 33156.

16. Richardson acted as Ibis's agent regarding all allegations of fact made regarding Ibis herein.

17. On June 29, 2007, Ibis claimed the lottery prize in Tallahassee, Florida receiving a lump sum of over ten million dollars (\$10,000,000) ("the lottery money").

18. At some point between June 20, 2007 and June 29, 2007, Ramdass devised a scheme to avoid sharing any of his share of the lottery money with Campbell (hereinafter referred to as "the scheme").

19. In order to effectuate the scheme, Ramdass enlisted his daughter, Janelle (from a previous marriage) to pose as a member of the lottery pool in order to receive his share of the prize and thereafter to secretly transfer some or all of the money back to him, which she has done.

20. At some point between June 20, 2007 and June 29, 2007, Ramdass and Janelle met with attorney Jerry Green at his office in order for Jerry Green to prepare the paperwork needed to claim the prize from the state. With the assistance of Jerry Green, "A. Ramdass" became "Janelle Ramdass" for the purposes of collecting the prize from the state and keeping Ramdass's new-found wealth from Campbell.

21. In other words, the scheme involved Ramdass retaining his interest in the lottery pool through the use of Janelle as a secret conduit for the money so that he could collect his share of the lottery money without Campbell knowing about it so that he would not have to share the money with Campbell.

22. Ramdass also enlisted Ibis to further the scheme by having it falsely represent to state lottery officials upon claiming the lottery money that Janelle was a member of the lottery pool.

23. Upon claiming the lottery money, Ibis did represent to state lottery officials that Janelle was a member of the lottery pool. Ibis knew that this representation was false when it made it. Moreover, Ibis made this representation so that Campbell would rely upon it (since it was reported on in the news and in a press release) and conclude that she had no interest in the lottery money.

24. When Janelle allowed Ibis to make the representation to state lottery officials that she was a member of the lottery pool, Janelle knew that this representation was false, but allowed it to be made to further the scheme in which she was an active participant.

25. The agreements made between Ramdass, Janelle, and Ibis to participate actively in and further the scheme by falsely representing that Janelle was a member of the lottery pool were made in Miami-Dade County.

26. When confronted by Campbell on September 12, 2007 regarding his participation in the lottery pool, Ramdass falsely represented to Campbell that Janelle, not he, was a member of the lottery pool. Ramdass knew that this was a false representation of material fact when he made it.

27. Campbell detrimentally relied on the false representations made by Ibis and Ramdass and, as a direct result, has been deprived of her fair share of the lottery money.

**COUNT I - FRAUD  
(RAMDASS)**

28. Paragraphs 1 - 27 are realleged and incorporated herein as if set forth fully herein.

29. Ramdass made a false representation of fact when he represented to Campbell that his daughter, and not he, was a member of the lottery pool.

30. Ramdass knew that this representation was false when he made it and he made it in order to induce Campbell to rely on it and to deceive her into believing that she had no interest in the lottery money.

31. Campbell has been damaged by her reliance on Ramdass's false representation.

**WHEREFORE**, Plaintiff, DONNA CAMPBELL requests that this Court enter judgment against Defendant, ARNIM RAMDASS for damages, including pre- and postjudgment interest, and providing any such further relief it deems just and proper.

**COUNT II – FRAUD  
(IBIS)**

32. Paragraphs 1 – 27 are realleged and incorporated herein as if set forth fully herein.

33. Ibis made a false representation of fact to state lottery officials when it said that Janelle was a member of the lottery pool.

34. Ibis knew that this representation was false when it made it and made it in order for Campbell to rely on it and to conclude that she had no interest in the lottery money.

35. Campbell has been damaged by her reliance on Ibis's false representation.

**WHEREFORE**, Plaintiff, DONNA CAMPBELL requests that this Court enter judgment against Defendant, IBIS #17, LLC for damages, including pre- and postjudgment interest, and providing any such further relief it deems just and proper

**COUNT III – CONSPIRACY TO COMMIT FRAUD  
(RAMDASS, IBIS, AND JANELLE)**

36. Paragraphs 1 – 27 are realleged and incorporated herein as if set forth fully herein.

37. Ramdass, Ibis, and Janelle conspired to commit fraud against Campbell by committing the following acts, respectively:

- a. Ramdass's enlistment of Ibis and Janelle to further his scheme.
- b. Ramdass's false representation to Campbell.
- c. Ibis's false representation to state lottery officials regarding Janelle.
- d. Janelle allowing Ibis to use her name to collect the lottery money from the state.
- e. Janelle acting as a secret conduit for the money to go from Ibis to Ramdass.

38. The conspiracy to commit fraud between Ramdass, Janelle, and Ibis was intended to achieve the ultimate wrongful goal of defrauding Campbell out of her share of the lottery money pursuant to the scheme.

39. Campbell has been damaged by Ramdass, Janelle, and Ibis's conspiracy to commit fraud against her.

WHEREFORE, Plaintiff, DONNA CAMPBELL requests that this Court enter judgment against Defendants, ARNIM RAMDASS, JANELLE RAMDASS, and IBIS #17, LLC for damages, including pre- and postjudgment interest, and providing any such further relief it deems just and proper.

**COUNT IV – VIOLATION OF  
FLORIDA'S UNIFORM FRAUDULENT TRANSFER ACT  
(RAMDASS AND JANELLE)**

40. Paragraphs 1 – 27 are realleged and incorporated herein as if set forth fully herein.

41. Campbell is a "creditor," Ramdass is a "debtor," and Janelle is an "insider" as defined by Florida's Uniform Fraudulent Transfer Act ("FUFTA"), codified in Fla. Stat. § 726.101, *et seq.*

42. Ramdass's transfer of his interest in the lottery pool to Janelle, and Janelle's secret transfer of the lottery money back to Ramdass, violates FUFTA because the transfers were made in order to defraud Campbell out of her share of the lottery money.

43. Campbell was damaged by Ramdass and Janelle's violation of FUFTA.

**WHEREFORE**, Plaintiff, DONNA CAMPBELL requests that this Court enter judgment against Defendant, ARNIM RAMDASS for damages, including pre- and postjudgment interest, and providing any such further relief it deems just and proper.

**COUNT V – CONVERSION  
(RAMDASS)**

44. Paragraphs 1 – 27 are realleged and incorporated herein as if set forth fully herein.

45. Ramdass's scheme to keep Campbell from sharing in his share of the lottery money was an act not authorized by Campbell.

46. Ramdass's scheme has deprived Campbell of her interest in Ramdass's share of the lottery money.

47. Ramdass's deprivation of Campbell of her interest in his share of the lottery money is inconsistent with Campbell's ownership interest in same.

**WHEREFORE**, Plaintiff, DONNA CAMPBELL requests that this Court enter judgment against Defendant, ARNIM RAMDASS for damages resulting from conversion, including pre- and postjudgment interest, and providing any such further relief it deems just and proper.

**COUNT VI – CONSTRUCTIVE TRUST  
(RAMDASS, JANELLE)**

48. Paragraphs 1 – 27 are realleged and incorporated herein as if set forth fully herein

49. At all times material to this action, Ramdass and Campbell shared a confidential relationship.

50. As a result of this confidential relationship, Ramdass expressly or impliedly promised Campbell that if he ever won money as a result of participating in the lottery pool, he would share the money with her as his spouse.

51. Campbell relied on Ramdass's promise that he would share lottery money with her, as required by law.

52. Since Ramdass won lottery money as a result of participating in the lottery pool, and he has not shared the money with Campbell as required by law, Ramdass and Janelle have been unjustly enriched and a constructive trust ought to be imposed on Campbell's share of the lottery money in their possession.

WHEREFORE, Plaintiff, DONNA CAMPBELL requests that this Court impose a constructive trust on all money that Defendants, ARNIM RAMDASS and JANELLE RAMDASS possess that rightfully belongs to CAMPBELL, and provide any such further relief it deems just and proper.

**COUNT VII – DECLARATORY JUDGMENT  
(RAMDASS)**

53. Paragraphs 1 – 27 are realleged and incorporated herein as if set forth fully herein.

54. There exists a bona fide, actual, present practical need for a declaration of whether Ramdass's share of the lottery money is a marital asset.

55. The declaration sought concerns a present, ascertainable state of facts and controversy.

56. Campbell's right to her share of the lottery money is dependent upon the law applicable to the facts.

57. Ramdass and Janelle have present, adverse and antagonistic interests to Campbell's interest in the lottery money.

58. The relief sought is not merely the giving of advice or the answer to a question of curiosity.

**WHEREFORE**, Plaintiff, DONNA CAMPBELL requests that this Court enter judgment declaring Defendant, ARNIM RAMDASS's share of the lottery money a marital asset, and providing any such further relief it deems just and proper.

**COUNT VIII – ACCOUNTING  
(RAMDASS)**

59. Paragraphs 1 – 27 are realleged and incorporated herein as if set forth fully herein

60. Ramdass and Campbell share a fiduciary relationship regarding their marital assets including Ramdass's share of the lottery money.

61. A remedy at law is inadequate.

**WHEREFORE**, Plaintiff, DONNA CAMPBELL requests that this Court enter judgment requiring an accounting of Defendant, ARNIM RAMDASS finances and assets, whether tangible or intangible, and providing any such further relief it deems just and proper.


**Plaintiff demands a trial by jury on all issues so triable.**

Respectfully submitted,

MASE & LARA, P.A.


*Attorneys for Donna Campbell*  
80 S.W. Eighth Street, Suite 2700  
Miami, FL 33130  
Telephone: (305) 377-3770  
Facsimile: (305) 377-0080

BY:

  
\_\_\_\_\_  
RICHARD D. LARA  
Florida Bar No. 987492  
BRUCE B. BALDWIN  
Florida Bar No. 493023

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via U.S. Mail to: Robert J. Puzio, Esq., Glantz & Glantz, PA, 7951 S.W. 6th Street, Suite 200, Plantation, Florida 33324 and Jerry Green, Esq., 7700 North Kendall Drive, Suite 507 Miami, FL 33156 on this 19th day of February, 2008.

  
\_\_\_\_\_  
BRUCE B. BALDWIN

Mase & Lara, P.A.