

**POLICY MANUAL****CHAPTER 12 – LOTTERY RETAILER DISPUTE RESOLUTION PROCEDURES****12.1 SCOPE**

Subject to the provisions of the Act, these Lottery Retailer Dispute Resolution Procedures apply to and shall constitute the exclusive procedure for binding resolution of:

- A. All claims, disputes and complaints of Aggrieved Retailers, whether in an administrative proceeding or litigation, at law or equity;
- B. Any Dispute Resolution Requests of any kind filed by an Aggrieved Retailer relating in any way to its relationship with the Corporation or any agreement entered into with the Corporation; and
- C. Any action taken with respect to any Aggrieved Retailer in connection with being or applying to be, a Lottery Retailer; including, but not limited to, any questions or issues arising out of or relating to:
  - 1. any aspect of approving, contracting with, suspending, terminating or taking any action in connection with a Contract with a Lottery Retailer;
  - 2. the interpretation of any contractual provisions with a Lottery Retailer;
  - 3. the applicability or interpretation of any law, rule or regulation with respect to a Lottery Retailer or Applicant;
  - 4. any decision to award, deny, suspend or cancel, terminate or not renew any contract or agreement with any Lottery Retailer or Applicant;
  - 5. the payment, or non-payment of any sums to or from a Lottery Retailer or Applicant;
  - 6. a denial of an Applicant to become a Lottery Retailer; and/or
  - 7. any other business or other relationship between the Corporation and a Lottery Retailer or Applicant.

**12.2 DEFINITIONS**

- A. "Act" means the Alyce G. Clark Mississippi Lottery Law as may be amended from time to time.

- B. "Aggrieved Retailer" means any Lottery Retailer or applicant for any Lottery Retailer contract who complains of a matter within the scope of these Dispute Resolution Procedures set forth in Section 12.1.
- C. "Applicant" means a person having made an application to the Corporation for any Lottery Retailer contract.
- D. "Corporation" means the Mississippi Lottery Corporation
- E. "Board" means the Board of Directors of the Corporation.
- F. "President" means the President of the Corporation.
- G. "Dispute Resolution Request" means a written request by which an Aggrieved Retailer seeks a determination with respect to any matter which is within the scope of these Dispute Resolution Procedures as set forth in Section 12.1 hereof.
- H. "Lottery Retailer" means a person or entity that sells or proposes to sell lottery tickets on behalf of the Corporation pursuant to a contract.

### **12.3 FILING A DISPUTE RESOLUTION REQUEST**

- A. Any Aggrieved Retailer who has timely paid, and is current on, any and all sums owed to the Corporation may file a Dispute Resolution Request seeking a determination with respect to any matter which is included within the scope of these Dispute Resolution Procedures. An Aggrieved Retailer who files a Dispute Resolution Request is hereinafter referred to as a "Petitioner." Other than as expressly set forth in these Dispute Resolution Procedures, nothing contained herein shall confer any rights or remedies upon any Aggrieved Retailer or Petitioner, or impose any duties or obligations upon the Corporation, which are not otherwise so conferred or imposed by the Act.
- B. Any Dispute Resolution Request shall be in writing and shall be filed by hand or courier delivery to the President with a copy to the General Counsel of the Corporation at the address listed below, or at such other address at which the headquarters of the Corporation may be located from time to time:

President  
Mississippi Lottery Corporation  
1080 River Oaks Drive, Bldg. B-100  
Flowood, MS 39232

General Counsel  
Mississippi Lottery Corporation  
188 E. Capitol Street, Suite 1400  
Jackson, MS 39201

- C. The Dispute Resolution Request shall include the following information:

1. The name, address and telephone number of the Petitioner;
  2. The signature of the Petitioner;
  3. Identification of the specific retail location that the Petitioner operates that is the subject of the Dispute Resolution Request;
  4. A detailed statement of the legal, policy and/or factual grounds supporting the position of the Petitioner, including copies of relevant documents;
  5. Any other documentation the Petitioner wishes to submit in support of Petitioner's position; and
  6. Statement of the relief requested whether legal, equitable or otherwise. If a monetary award is requested, the amount shall be stated and the method of calculation shall be described in detail.
- D. For a Dispute Resolution Request to be timely filed, the original Dispute Resolution Request manually signed by the Petitioner must be physically received by the Corporation within the time period prescribed below. Facsimile or any other electronically transmitted copies of the Dispute Resolution Request will not be accepted.
- E. A Petitioner shall be required to have fully and timely paid any and all sums owed to the Corporation up through and including the date it files any Dispute Resolution Request, otherwise such Dispute Resolution Request shall not be accepted or be deemed proper. Failure to be current with the Corporation as of the time of the filing of any Dispute Resolution Request will result in the dismissal of such Dispute Resolution Request.

#### **12.4 TIMELINE FOR FILING A DISPUTE RESOLUTION REQUEST**

- A. A Dispute Resolution Request in regard to any denial or cancellation of an application for a Lottery Retailer contract shall be filed within five (5) business days after the date such denial or cancellation is communicated to the Applicant.
- B. Dispute Resolution Requests based upon any suspension or termination of any Lottery Retailer's contract as a Lottery Retailer with the Corporation shall be filed within five (5) business days after the effective date of any such suspension or termination.
- C. Dispute Resolution Requests based upon any other actions or omissions of the Corporation with respect to an Aggrieved Retailer shall be filed within five (5) business days after the effective date of any such action or omission of the Corporation.
- D. In all other cases pertaining to a dispute with an Aggrieved Retailer, other than those covered in 12.4 (A) – (C) above, a Dispute Resolution Request must be filed

within five (5) business days after: (i) the occurrence of the event that gives rise to the dispute; or (ii) after the Aggrieved Retailer knows or should have known of the facts giving rise to the action complained of; whichever is earlier.

- E. Failure to file a written Dispute Resolution Request within the applicable time limit shall bar any further administrative, legal or equitable action of any kind or nature in any body, court or agency. Time is of the essence in the various Lottery Retailer matters with respect to the Corporation.
- F. Failure to timely and fully pay all sums due to the Corporation within the applicable time frame shall result in an untimely filing and bar any further administrative, legal or equitable action of any kind or nature and in any body, court or agency.
- G. Notwithstanding anything herein to the contrary: (i) regardless if a Dispute Resolution Request is timely filed in accordance with these Dispute Resolution Procedures before any action has been taken by the Corporation, the Corporation may still take any action it deems appropriate (and all parties subject to a contract with the Corporation may also perform in accordance with such contract) even before a decision is rendered on the Dispute Resolution Request; and (ii) if a timely and properly filed Dispute Resolution Request seeks any equitable relief, the Corporation may nonetheless continue to take such actions, or not take such actions, as it deems appropriate with respect to the matter subject to the Dispute Resolution Request until such Dispute Resolution Request shall have been resolved in accordance with these Dispute Resolution Procedures.

## **12.5 CONFIDENTIAL INFORMATION**

- A. Material submitted by a Petitioner shall not be withheld from any interested party except to the extent required by law.
- B. If the Petitioner believes the Dispute Resolution Request contains confidential information or trade secrets, it must comply with all relevant provisions of the Mississippi Public Records Act of 1983, *Miss. Code Ann.* §§ 25-61-1 *et seq.*, as amended, and the Corporation's Public Records Request Policy to attempt to secure confidential treatment thereof; provided, however, all Petitioners acknowledge that the Corporation is subject to the Public Records Act and Open Meetings Laws of the State of Mississippi, and thus the Corporation is not liable for any disclosure of any material submitted by any Petitioner regardless of the circumstances.

## **12.6 PRESIDENT OR DESIGNEE DECISION**

- A. The President (or his/her designee, hereinafter defined as a "Designee") shall have the exclusive authority to decide all Dispute Resolution Requests.
- B. Unless the President refers the Dispute Resolution Request to a Designee, the President shall issue a written decision (hereinafter defined as a "Decision") within fifteen (15) calendar days after a Dispute Resolution Request has been filed. The Decision shall include:

1. A brief description of the claim;
  2. A reference to the pertinent contract provision;
  3. A brief statement of the factual, policy or legal issues raised or implicated; and
  4. A statement of the President's Decision, findings of facts and conclusions of law, with supporting rationale and the remedial action and/or award, if any.
- C. The President shall furnish a copy of the Decision to the Petitioner by certified mail, return receipt requested or by any other method that provides written evidence of delivery, such as hand delivery by courier, express mail or overnight express courier (any such method being defined as a "Documented Delivery Method").
- D. The time limit for Decisions may be extended by the President (or his/her Designee), in his/her discretion, for good cause and for a reasonable time not to exceed thirty (30) additional calendar days. The President (or his/her Designee) shall notify the Petitioner in writing that the time for the issuance of a Decision has been extended and the date by which a Decision will be issued.
- E. If the President determines that he/she wants a Designee to make a determination in any Dispute Resolution Request, such Designee shall make a written ruling recommendation in the form of a proposed decision (hereinafter defined as a "Proposed Decision") to the President within fifteen (15) calendar days after such Dispute Resolution Request has been filed. If the President receives a Proposed Decision, he/she must render his/her final and binding Decision in writing and deliver the Decision to the Petitioner within fifteen (15) calendar days after receiving the Proposed Decision from the Designee. With respect to any Proposed Decision made by any Designee, the President may:
1. accept, modify or reject the Designee's Proposed Decision in whole or in part;
  2. return the matter to that Designee with instructions;
  3. make any other appropriate disposition; or
  4. issue a no action response.
- F. If the President issues a no action response, then the determination in the Proposed Decision of the Designee will be deemed to be accepted by the President and will become the Decision.
- G. The President's final and binding Decision shall be sent to the Petitioner by a Documented Delivery Method.

- H. If the President fails to issue a Decision within the time limits set forth herein, the Petitioner may proceed as if the President had issued an adverse Decision to the Petitioner.

## **12.7 ADDITIONAL INFORMATION**

The President (or his/her Designee), in his/her sole discretion, may seek additional information or documents from the Petitioner or such other person or entity who might have relevant information, and if requested, the Petitioner shall comply with such requests for additional information or documents.

## **12.8 FILING AN APPEAL TO THE BOARD**

- A. A Petitioner (hereinafter defined as an “Appellant”) may appeal (hereinafter defined as an “Appeal”) a Decision of the President solely to the Board. Any Appeal from a Decision of the President must be filed with the Board within five (5) business days after receipt of such Decision.
- B. Any Appeal shall be filed by hand or courier delivery, to the President with a copy to the General Counsel of the Corporation at the address listed in Section 12.3(B) or at such other address at which the headquarters of the Corporation may be located from time to time. An Appeal so delivered will be timely filed only if received by the Corporation at the above-stated address during its normal business hours on or before the fifth (5th) business day prescribed above.
- C. Every Appeal must be in writing and shall contain the following:
  - 1. a copy of the Decision of the President; and
  - 2. the detailed basis for the precise factual, policy or legal error in the Decision of the President from which the Appeal is taken.
- D. The Board may notify any other individuals or entities regarding the Appeal (by Documented Delivery Method) within five (5) calendar days after the Appeal is filed.
- E. Any interested party may file a written brief stating its position on the Appeal within five (5) business days after receipt of such notice.

## **12.9 BOARD’S FINAL DECISION**

- A. The Board, or a committee of the Board, may review the record without a hearing or oral argument and issue a written final Board’s decision (hereinafter defined as a “Final Board’s Decision”) on behalf of the Board. The Board, or a committee of the Board, may, in the manner and under procedures that the Board or its committee shall deem appropriate under the circumstances in its sole discretion: (1) conduct its own review or investigation; (2) conduct a de novo review in whole or in part; and/or (3) allow oral argument.

- B. No later than fourteen (14) business days after the next Board meeting following the timely filing of an Appeal of a Decision of the President, a copy of the Final Board's Decision will be sent to the Appellant by Documented Delivery Method. If the Board fails to deliver the Final Board's Decision within the time periods set forth in Section 12.8, then the Decision of the President will be deemed to be accepted and adopted by the Board in all respects and it shall become the Final Board's Decision. The Final Board's Decision will be final and binding, and no further appeal will be allowed.

## **12.10 JUDICIAL REVIEW**

Only after exhaustion of all remedies and procedures in these Dispute Resolution Procedures, any adverse Final Board's Decision issued pursuant to these Dispute Resolution Procedures shall be subject to judicial review pursuant to *Miss. Code Ann. § 27-115-33* by any person or entity party to the Appeal, and the complaint seeking review must be filed with the Chancery Court of Rankin County, Mississippi within ten (10) days of the date of issuance of the Final Board's Decision from which appeal is taken.

## **12.11 EXCLUSIVE REMEDY**

Subject to the provisions of the Act, these Dispute Resolution Procedures provide the exclusive procedure for asserting a claim against the Corporation arising out of or relating to any matter which is within the scope of these Dispute Resolution Procedures. Neither an Aggrieved Retailer, Petitioner nor any other interested party has a right to any remedy against the Corporation with respect to a matter within the scope hereof, except in accordance with the procedures set forth in these Dispute Resolution Procedures.