

IN THE CIRCUIT COURT IN AND FOR THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
BUSINESS DIVISION

LetsGoBrandon.com Foundation,)	JURY TRIAL DEMANDED
)	
Plaintiff,)	
)	Case No.: 23-CV-TBD
vs.)	
)	
National Association for Stock Car Auto Racing,)	
)	
Defendant.)	
_____)	

VERIFIED COMPLAINT

1. On October 2, 2021, a crowd was chanting behind Brandon Brown, the NASCAR driver who had just won his first NASCAR race at Talladega, as he was being interviewed following his win.
2. The reporter interviewing Brandon, NBC Sports' Kelli Stavast, suggested the crowd was chanting "Let's Go Brandon," when, in reality, they were chanting an expletive about Joe Biden.
3. In that moment at Talladega, a movement was born.
4. The LGBcoin is a digital cryptocurrency 'meme coin' that is a digital expression of support for the 'Let's Go Brandon' political movement. (the "Movement").
5. Brandon Brown was present at the time the "Let's Go Brandon" phrase was coined.
6. Due to the controversy surrounding the phrase and movement, and Brandon Brown's affiliation with it, Brandon Brown had been unable to maintain any sponsors for his racing team. *See Media Equation, Brandon Just Wants to Drive His Racecar, available at <https://www.nytimes.com/2021/12/19/business/brandon-brown-lets-go-brandon.html> (last visited October 29, 2022).*

7. LGBcoin was minted in late October 2021 as a joke based on a Halloween costume satirically representing the phrase and was first mentioned publicly in a blog post “Congratulations to an Unsung American Hero,¹” about investor protection advocate James Koutoulas for the tenth anniversary of the MF Global Bankruptcy in which he led the recovery of \$6.7 billion in client assets *pro bono*.

8. LGBcoin became immediately desirable after its late October 2021 creation and went viral.

9. After the coin went viral, the key purposes of LGBcoin were to use a portion of sale proceeds to support charitable giving, political donations, and to advocate for free speech, anti-deplatforming, and pro-America issues.

10. The LGBcoin has been used by its holders to make approximately \$500,000 in donations to non-profit organizations including Turning Point USA, Project Veritas, Aquanauts Adaptive Aquatics, ACRE DAO, and the Goodman Institute.

11. Over \$100,000 in USD proceeds from the sale of LGBcoin were also donated to political candidates and Political Action Committees.

12. Consistent with that, Plaintiff reached out to Brown’s team in early November 2021 to support the driver as well as to secure rights to use the phrase “Let’s Go Brandon” along with Brandon’s name, image, and likeness.

13. Plaintiff entered into a sponsorship agreement with Brandon’s team, BMS Motorsports (“BMS”), to be the primary sponsor for Brandon’s car for the 2022-2023 NASCAR Xfinity Cup Season which included painting 18 cars and racing suits with Plaintiff’s logo and graphics. *See Ex.*

1.

¹ See *Congratulations to an Unsung American Hero* at <https://jeffreycarter.substack.com/p/congratulations-to-an-unsung-american?r=ixt4>

14. BMS submitted a full sponsorship package to Defendant NASCAR's Director of Operations, Dale Howell, via email which was approved December 26, 2021 in writing. *See* Ex. 2, 3, and 4. 'Screen capture of emails sent to NASCAR Director of Racing Operations Dale Howell with car design and logos and Mr. Howell responding with approval.'

15. Mr. Howell responded to an email from BMS that repeatedly set forth LGBcoin.io as the primary sponsor along with detailed pictures of one of the fleet's car's graphical wrap. His reply was simply, "The sponsors are approved." *See* Ex. 2, 3, and 4.

16. BMS issued a press release on December 30, 2021 to announce the sponsorship.²

17. BMS, using proceeds from the LGBcoin sponsorship, painted 18 cars with the LGBcoin wrap, designed custom LGBcoin driving suits, produced a professional video unveiling the car, and released a press release announcing that NASCAR approved the LGBcoin sponsorship December 30, 2021. *See "NASCAR driver Brandon Brown partners with LGBCoin amid chant craze" <https://www.foxbusiness.com/sports/nascar-driver-brandon-brown-lgbcoin-chant-craze>* (Last visited February 5, 2023).

18. LGBcoin reached a peak of \$571 million in aggregate worth after the announcement that NASCAR had approved LGBcoin as a sponsor of NASCAR driver Brandon Brown.

19. Shortly thereafter, NASCAR revoked the approval, that was reasonably relied on by thousands of purchasers, causing a destruction of \$300 million worth in just a few days.

20. News of NASCAR's sponsorship revocation broke on January 4, 2022³.

² *See* Ex. 5 *LGBcoin.io Announced as Full Season Primary Partner for BMS Available at <https://speedwaymedia.com/2021/12/30/lgbcoin-io-announced-as-full-season-primary-partner-for-bms/>* (Last visited (February 8, 2023).

³ *See* "NASCAR rejects sponsorship deal based on 'Let's go, Brandon' chant" at <https://www.washingtonpost.com/sports/2022/01/04/lgbcoin-lets-go-brandon-nascar-rejected/> (Last visited February 8, 2023).

21. NASCAR then proceeded to announce a partnership with the Charlotte LGBT+ Chamber of Commerce, which has a similar name but generally different following, on its main social media assets the very next day. *See* Ex. 6.

22. *On January 5th, 2022, NASCAR released a statement on its partnership with the Charlotte LGBT+ Chamber of Commerce: available at <https://www.nascar.com/news-media/2022/01/05/carolinas-lgbt-chamber-of-commerce-announces-partnership-with-nascar/>*

23. The timing of NASCAR's revocation of approval for the LGBcoin's placement on Brandon Brown's vehicle, and the timing of the partnership with political and social organization Charlotte LGBT+ Chamber indicates NASCAR's intent to tarnish the LGBcoin brand.

24. Additionally, NASCAR made maliciously false statements to media outlets, characterizing LGBcoin as "worthless" and falsely commented to numerous media outlets that the sponsorship was never approved.

25. Further, the bad press associated with the revocation caused the coin to decline another \$120 million in aggregate worth below where it was when the sponsorship approval was announced. *See* Ex. 7 and Ex. 8.

26. The controversy generated hundreds of millions of media views. *See* Ex. 9.

27. NASCAR's misconduct has resulted in extreme economic damage to Plaintiff, including the LGBcoin holders that the Foundation services.

28. The holders of LGBcoin include several recipients of donations that support the Movement's mission, as well as non-profit organizations.

29. Moreover, this misconduct has caused massive reputational damage to LGBcoin and those individuals who spent time and money on behalf of the LGBcoin Movement.

30. Accordingly, Plaintiffs bring this suit against NASCAR to hold it accountable for its misconduct.

THE PARTIES

31. Plaintiff LetsGoBrandon.com Foundation (the “Foundation” or “Plaintiff”) is a Cayman Islands-domiciled non-profit foundation charged with performing operational functions to support LGBcoin and the Movement. It is best suited to restoring damages to the 330 trillion LGBcoins as of the revocation date of January 5, 2022.

32. The Foundation conducted the majority of its operations in Miami, Florida.

33. Defendant NASCAR aka National Association of Stock Car Racing, Inc. is a Florida corporation that operates two leagues of stock car racing and is headquartered in Daytona Beach, Florida.

JURISDICTION AND VENUE

34. Plaintiff conducted operations and engaged in transactions primarily in Miami, Florida.

35. Defendant National Association of Stock Car Racing, Inc. (“NASCAR”) is duly organized in the State of Florida.

36. Venue is proper in the Miami-Dade County, Florida in that the events giving rise to this action took place in Miami, Florida.

37. Furthermore, given the complexity of cryptocurrency and the hundreds of millions of dollars in damages in this case, the Eleventh Circuit’s Complex Business Litigation Rules are appropriate.

STATEMENT OF FACTS

38. The phrase ‘Let’s Go Brandon’ has come to embody support for what has become the ‘Let’s Go Brandon Movement’ (the “Movement”).

39. The Movement has come to represent protection of freedom of speech in the wake of widespread de-platforming of Movement supporters by social media platforms, a desire for truth in media, and support for the ideals of personal liberty in the wake of restrictive policies justified by COVID-19 across jurisdictions globally.
40. 330 trillion LGBcoins were minted on the ERC-20 subset of the Ethereum blockchain in October 2021.
41. The ERC-20 subset of Ethereum is for digital collectibles.
42. These coins were minted in trust for the Foundation, which provides for the operations and marketing of LGBcoin in furtherance of its mission of promoting the Movement and driving donations to charities and organizations that support the Movement, some of which are at risk of de-platforming by large social media companies.
43. The LGBcoin has been used by its holders to make approximately \$500,000 in donations to non-profit organizations including Turning Point USA, Project Veritas, Aquanauts Adaptive Aquatics, ACRE DAO, and the Goodman Institute.
44. Over \$100,000 in USD proceeds from the sale of LGBcoin were also donated to political candidates and Political Action Committees.
45. LGBcoin had achieved noteworthy status with the media, and was covered by many media outlets, social media, and individuals across the country. *See Ex. 9.*
46. While the Foundation was being formally organized, certain agreements were signed on behalf of the Foundation in anticipation of this organization process being completed.
47. The Director is the sole shareholder and voting member of the Foundation.
48. The Foundation conducted most of its activity in Miami, Florida.

49. LGBcoins lack claim to cash flows, dividends, tangible assets, or voting rights of any enterprise or corporation.
50. Thus, LGBcoins' economic value is based solely on purchasers' desire to digitally express their support for the Movement by exchanging Ethereum for LGBcoin.
51. LGBcoins' value exists solely based upon the image of the LGBcoin as supporting the Movement.
52. Thus, LGBcoins' value is particularly tied to public perception of their affiliation with the Movement.
53. As part of its Agreement with BMS, Plaintiff bargained for, paid for, and received a permanent and irrevocable license to use the phrase "Let's Go Brandon" and the names "LBGCoin" and "LGBCoin.io."
54. Other 'meme' coins have set a precedent for extreme success in the marketplace.
55. Both Dogecoin and Shiba Inu coin, which began as jokes about digital dogs, have attained all-time-high aggregate worth of \$88.68 billion and \$41.08 billion, respectively. *See* Ex. 10 and Ex. 11.
56. LGBcoin's valuation listed above was thus modest for a prominent 'meme' coin.
57. Further LGBcoin's worth is based upon a movement that is more serious and lasting than any joke about any digital dog.
58. The value of LGBcoins is calculated empirically by cryptocurrency data providers such as CoinMarketCap.com and CoinGecko.com based on purchases and sales conducted by consumers on decentralized exchanges such as Uniswap and SushiSwap.
59. Many of these coins were donated to charities and non-profits, or sold to the general public, as well as used by the Foundation as consideration for services to support the Movement.

60. LGBcoin experienced an incredible first few months in existence where the aggregate worth of LGBcoin rose as high as \$571 million and it received millions of page views in major national and international media and social media, and was mentioned by prominent media members. See LGBcoin.io, *Instagram Highlight: “LGB Influencers”*, available at <https://www.instagram.com/letsgo.memes/> (last visited February 14, 2023).

61. Indeed, even politicians showed support for the LGBcoin and the Movement.

62. For example, Florida Governor Ron DeSantis condemned NASCAR for its conduct in this case. See *Governor DeSantis Blasts NASCAR’s LGBcoin Rejection*, available at <https://floridapolitics.com/archives/483984-ron-desantis-blasts-nascars-lets-go-brandon-rejection/> (last visited January 20, 2023).

63. The Foundation posted an initial liquidity seed of \$1 million USD worth of Ethereum to collateralize the initial LGBcoins placed on the decentralized exchange Uniswap in a liquidity pool pair allowing people to buy LGBcoin. See Ex. 12 ‘Transaction log for seeding of LGBcoin liquidity pool for inception to 5 Nov. 2021.’

64. The initial valuation on Uniswap was \$119 million for all 330 trillion LGBcoins.

65. LGBcoin was successful immediately after it was initially released on decentralized exchange Uniswap on November 5, 2021 when it achieved an aggregate worth of \$414 million for all 330 trillion coins outstanding within 24 hours of listing. See Ex. 13 which shows a price per coin of 0.000001257.

66. The Foundation placed approximately 175 Ethereum in the liquidity pool over the first week after launch, and another 45 Ethereum in week 2. Ex. 12.

67. This Ethereum was worth approximately \$1 million USD at the time. Ex. 12.

68. Soon after LGBcoin’s launch, the Foundation entered into a ‘Sponsorship Agreement’ (*see* Ex. 1) with BMS along with a concurrently executed ‘Marketing Agreement’. *See* Ex. 14. Between BMS’s owner, Alex Mascioli, and the Foundation, (together the “Agreements”).

69. Under the Agreements, the Foundation contracted to provide over a hundred million dollars’ worth of LGBcoin as of the date of signing under a year-long sponsorship term in exchange for LGBcoin becoming the lead sponsor for Brandon’s NASCAR and placing the Foundation’s trademark on prominent locations on the car as well as off-track endorsement of LGBcoin by Brandon, promotional events hosted by BMS.

70. Although, NASCAR disfavored use of the specific phrase “Let’s Go Brandon” from being used trackside, they informed Mascioli that the shortened ‘LGBcoin’ moniker was permissible.

71. In fact, NASCAR specifically allowed Foundation trustee James Koutoulas to wear a LGBcoin.io t-shirt in the BMS pit in November 2021.



72. Upon information and belief, this was at the insistence of major sponsor and television partner, Xfinity’s NBC Sports affiliate, but reached a compromise to allow the shortened moniker ‘LGBCoin’ to appear on the car.

73. Mascioli first discussed the LGBcoin.io sponsorship with NASCAR in early November 2021.

74. Mascioli then submitted a full sponsorship package to Defendant NASCAR's Director of Racing Operations, Dale Howell, via email which was approved December 26, 2021 in writing where, in response to an email that repeatedly set forth LGBcoin.io as the primary sponsor along with detailed pictures of the car wrap, he replied simply, "The sponsors are approved." *See* Ex. 2, 3, and 4. 'Screen capture of emails sent to NASCAR Director Of Racing Operations Dale Howell with car design and logos and Mr. Howell responding with approval.'

75. Dale Howell was authorized to approve sponsorships and issued other sponsorship approvals to BMS both before and after LGBcoin. Indeed, Dale Howell continues to approve sponsors for and on behalf of NASCAR, including those for BMS.

76. This written approval created a contract allowing BMS to fund participation in NASCAR's 2022 races which NASCAR profits from producing.

77. NASCAR was fully aware of, and intended, Plaintiff to be a third-party beneficiary to this contract, by its terms.

78. It was reasonable for BMS and Plaintiff to rely on NASCAR's written approval and it was reasonable for BMS and Plaintiff to rely upon this written approval.

79. NASCAR's rulebook allows it discretion on approving sponsorships but does not give it permission to revoke them. *See* Ex. 15.

80. Moreover, NASCAR has a history of approving politically-controversial cars, so it was reasonable for BMS and Plaintiff to rely on NASCAR's written approval.



See “Bubba Wallace’ Black Lives Matter scheme car from Martinsville race can now be ordered online,” available at <https://www.cbssports.com/nascar/news/bubba-wallace-black-lives-matter-scheme-car-from-martinsville-race-can-now-be-ordered-online/> (last visited October 29, 2022).



See “NASCAR’s Trump 2020 car must use Goodyear tires, despite president’s call for boycott,” available at <https://www.washingtonpost.com/sports/2020/08/20/nascars-trump-2020-car-must-use-goodyear-tires-despite-presidents-call-boycott/> (last visited October 29, 2022).

81. In reliance on NASCAR’s written approval, BMS, using proceeds from the LGBcoin sponsorship, painted 18 cars with the LGBcoin wrap, designed custom LGBcoin driving suits, produced a professional video unveiling the car, and released a press release announcing that NASCAR approved the LGBcoin sponsorship December 30, 2021. See “NASCAR driver Brandon Brown partners with LGBCoin amid chant craze”

<https://www.foxbusiness.com/sports/nascar-driver-brandon-brown-lgbcoin-chant-craze> (Last visited February 5, 2023).

82. This Press Release caused LGBcoin to soar to new all-time-highs in aggregate worth on December 31, 2021, as the announcement generated millions of media views globally.

83. Thousands of new buyers purchased LGBcoin. *See* Ex. 16, 17.

84. Previous LGBcoin owners in many cases increased their purchases and refrained from selling of existing holdings in reasonable reliance on NASCAR's approval of the LGBcoin sponsorship of Brandon's car.

85. On information and belief, NASCAR was aware of the aggregate worth of LGBcoin before the sponsorship approval due to its prominence and huge social media presence.

86. After the sponsorship approval, it would be virtually impossible for NASCAR to be unaware of LGBcoin's worth, due to the widespread media coverage where both NASCAR and the coin were mentioned in numerous articles with millions of hits. *See* Ex. 9.

87. Upon information and belief, NASCAR received complaints from its television partner NBC/Xfinity after the sponsorship approval was announced, since NBC's misstatement caused the coining of the phrase. *See Governor DeSantis Blasts NASCAR's LGBcoin Rejection, available at <https://floridapolitics.com/archives/483984-ron-desantis-blasts-nascars-lets-go-brandon-rejection/>* (last visited January 20, 2023).

88. Upon information and belief, NASCAR also received some complaints from some prominent influencers not aligned with the values of the coin.

89. Upon information and belief, NASCAR developed and implemented a plan to falsify the fact that the sponsorship was approved internally.

90. On January 5, 2022, unnamed NASCAR sources falsely and maliciously claimed to major media outlets that the sponsorship was never approved and that the coin was worthless. *See e.g. “Brandon Brown and NASCAR’s denial of sponsorship based on ‘Let’s go, Brandon’ chant, explained,” available at <https://ftw.usatoday.com/lists/nascar-brandon-brown-lets-go-brandon-lgbcoin-sponsor-denied>* (Last visited February 5, 2023), “NASCAR rejects ‘Let’s Go Brandon’ sponsorship, Brandonbilt Motorsports says,” *available at <https://www.cnn.com/2022/01/05/sport/nascar-brandon-brown-lgbcoin/index.html>* (Last visited February 5, 2023).

91. NASCAR continued to allow the political Black Lives Matter car to race for the 2022-2023 season despite citing “political guidelines” as a basis to rescind the LGBcoin to BMS. *See “NASCAR Bans ‘Lets’ Go Brandon Car,’ Allows BLM Car to Stay,” available at <https://charliekirk.com/news/nascar-bans>* (last visited February 5, 2023).

92. The aggregate worth of LGBcoin began to decline immediately following the leaks of the sponsorship revocation, declining from a peak of \$571 million on December 31, 2021, to \$189 million by January 5, 2022. *See* Ex. 7 and Ex. 8. ‘Screen capture of LGBcoin spot price per CoinMarketCap.com on December 31, 2021 and January 5, 2022. (Aggregate worth is spot price multiplied by the 330 trillion tokens minted.)’

93. Then, the next day NASCAR continued to attack LGBcoin by announcing a partnership with the similarly-named and politically-controversial Charlotte LGBT+ Chamber of Commerce on its main social media assets the very next day, showing their malicious intent to tarnish the LGBcoin brand. *See* Ex. 6; *see also* *NASCAR released statement on partnership: <https://www.nascar.com/news-media/2022/01/05/carolinas-lgbt-chamber-of-commerce-announces-partnership-with-nascar/>*

94. In addition to the direct damage to the aggregate worth of the LGBcoins and the destruction of the future prospects for the coin, NASCAR's maliciously false statements to media outlets damaged the reputations of the Plaintiff and individuals associated with it.

95. This has triggered thousands of negative articles, falsely claiming that LGBcoin was a 'pump and dump' due to the rapid decline in aggregate worth caused by NASCAR's misconduct. *See Ex. 18 and "What is a 'Pump-and-Dump' Scheme? Madison Cawthorn's Allegations Explained," available at <https://www.newsweek.com/madison-cawthorn-pump-dump-cryptocurrency-explained-1701568> (last visited February 16, 2023).*

96. Then, in April 2022, the Foundation trustee, James Koutoulas ("Koutoulas"), and several others associated with LGBcoin were sued under the false premise of conspiring with NASCAR to fake the sponsorship, even though NASCAR clearly acted unilaterally and damaged LGBcoin by its approval of the sponsorship then revocation and smear campaign. *See DeFord v. Koutoulas* Case No.: 6:22-cv-00652-PGB-DCI (M.D. Fla.).

97. This baseless lawsuit would not have occurred but for NASCAR's misconduct and has cost Defendants over a million dollars in legal fees and counting.

98. Plaintiff has completed all conditions precedent to suit, or the same have been waived by Defendant.

99. LGBcoin and the Foundation have been gravely and intentionally damaged by Defendant's malicious and illegal conduct.

100. Accordingly, the Foundation brings this suit against Defendant on behalf of the Foundation itself and intends to distribute any monetary damages awarded in this suit to all LGBcoin holders as of the dates of each respective count upon which it prevails, in *pro rata* fashion net of fees and costs.

101. Plaintiff has retained undersigned counsel and is obligated to pay a reasonable fee for their services.

COUNT I
(Promissory Estoppel)

102. Plaintiff hereby incorporates by reference all allegations contained in the preceding paragraphs of this Complaint.

103. Defendant NASCAR appropriately approved LGBcoin's sponsorship of Brandon's car.

104. Buyers reasonably relied on the publishing of NASCAR's approval in a press release.

105. As a result, new buyers purchased LGBcoin.

106. Further, previous holders continued to hold LGBcoin.

107. Accordingly, the aggregate worth of LGBcoin increased by approximately \$280 million in a few days.

108. Then, when BMS announced through media leaks that NASCAR was revoking LGBcoin's sponsorship approval, LGBcoin's aggregate worth decreased by approximately \$391 million within the ensuing few days, quickly declining below the aggregate worth at the time of the sponsorship announcement, and to near zero in under a month.

109. Defendant NASCAR never provided any justification to Plaintiff for the revocation of the sponsorship approval.

110. Defendant NASCAR was aware that it had approved the sponsorship and that its subsequent and unjustified revocation would damage the worth of LGBcoin.

111. NASCAR must pay monetary damages of no less than \$391 million for the revocation and compensatory damages, costs of suit, pre- and post-judgment interest, and all other relief the Court may deem just and proper.

COUNT II
(Intended Third-Party Beneficiary)

112. Plaintiff hereby incorporates by reference all allegations contained in the general allegations of this Complaint.

113. When NASCAR issued its written approval of LGBcoin's sponsorship, it created a contract with BMS which made Plaintiff an intended third-party beneficiary since it was the sponsor.

114. NASCAR needs drivers to race in order to conduct its events.

115. Each team expends approximately \$5 million per year in overhead costs needed to run a Xfinity Car in NASCAR races.

116. NASCAR teams obtain most of their funding from sponsorships.

117. Thus, drivers and teams need sponsorships to be able to afford their seven-figure overhead.

118. Thus, NASCAR indirectly relies upon sponsors such as Plaintiff to fund the teams that compete in the NASCAR races and allow NASCAR to conduct events.

119. The sponsorship allowed BMS, which experienced difficulty obtaining sponsors once the 'Let's Go Brandon' phrase was coined, to continue racing in NASCAR races.

120. Upon information and belief, each team and NASCAR are obligated to collaborate in good faith to obtain approval for, and to approve sponsorships.

121. By approving the LGBcoin sponsorship, NASCAR received the consideration of BMS being able to afford to race and create content which NASCAR profits from.

122. By subsequently revoking the approval of the LGBcoin sponsorship, NASCAR breached this contract.

123. When NASCAR issued its written approval of LGBcoin's sponsorship, it was aware and intended Plaintiff to be a third-party beneficiary of the approval.

124. Plaintiff reasonably relied upon NASCAR's written approval of the LGBcoin sponsorship.

125. By subsequently revoking the approval of the LGBcoin sponsorship, NASCAR breached this contract.

126. Plaintiffs' assets have been damaged by the Defendant's breach, entitling Plaintiff to compensatory damages, costs of suit, pre- and post-judgment interest, and all other relief the Court may deem just and proper.

COUNT III
(Defamation by NASCAR)

127. Plaintiff hereby incorporates by reference all allegations contained in the general allegations of this Complaint.

128. At all times relevant hereto, NASCAR has acted by and through its agents and/or employees.

129. Upon information and belief, NASCAR communicated false, defamatory statements, by and through its agents, concerning the approval of the LGBcoin.io sponsorship to various media out with the intention of the false, defamatory statements being published.

130. More specifically, upon information and belief, NASCAR, by and through its agents, falsely stated to various media outlets that the 'LGBcoin.io sponsorship was never approved,' despite documentation and public statements from NASCAR stating that the sponsorship was, in fact, approved.

131. For example, "A NASCAR source told CBS that Brown and the company both knew the sponsorship and its "derogatory and vulgar euphemism" would be rejected weeks ago." *See Governor DeSantis Blasts NASCAR's LGBcoin Rejection, available at <https://floridapolitics.com/archives/483984-ron-desantis-blasts-nascars-lets-go-brandon-rejection/> (last visited January 20, 2023).*

132. The CBS article referenced in the story above claims, “Both the "team owner and driver were told on Nov. 5 in an in-person meeting that no form of this derogatory and vulgar euphemism would be allowed on any paint scheme or sponsorship," the source said.” *See NASCAR nixes Brandon Brown sponsorship with crypto company LGBcoin* available at <https://www.cbsnews.com/news/lets-go-brandon-nascar-sponsorship-lgbcoin/> (last accessed February 17, 2023).

133. However, NASCAR approved the sponsorship in writing 7 weeks later on December 26th, 2021.

134. Upon information and belief, NASCAR also falsely characterized LGBcoin as ‘worthless’ to media outlets.

135. LGBcoin has been a victim of a targeted defamatory attack perpetrated and committed by NASCAR. Such wrongful acts were designed to, and did in fact, damage the reputation and value of LGBcoin.

136. The false and defamatory statements were made with the predetermined fraudulent intent for them to be published and to induce others to act on the false statements.

137. NASCAR’s false and defamatory statements have been, and are continuing to be, widely disseminated, causing LGBcoin, not only past and current harm, but perpetual harm of at least a billion dollars beyond the \$391 million in damages caused from the revocation of the sponsorship.

138. Additionally, NASCAR’s defamatory content has caused several representatives of the Foundation to be falsely sued and have incurred over \$1 million in legal fees thus far, with more anticipated.

139. At the time said false and defamatory statements were made by NASCAR to media outlets for the purpose of publication, NASCAR knew the statements were false and inaccurate.

140. NASCAR, by and through its agents, has negligently and maliciously made false statements about LGBcoin. NASCAR has made false and defamatory statements in connection therewith knowing the damage to the value of LGBcoin that would, and did result.

141. The intentional and wrongful conduct of NASCAR, by the through its agent, proximately cause damages to LGBcoin, including irreparable damages to their reputation, embarrassment and significant drop in financial support and value.

142. WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order awarding general damages and/or special damages, including costs of suit, pre- and post-judgment interest, and all other relief the Court may deem just and proper.

COUNT IV
(Wrongful Act Doctrine)

143. Plaintiff hereby incorporates the General Allegations above.

144. NASCAR wrongfully revoked the approval of the sponsorship.

145. NASCAR then claimed to the public that it had never approved the sponsorship.

146. Purchasers of the LGBcoin therefore inferred wrongdoing on the part of Plaintiff.

147. As a result of this, Plaintiff's agents were sued in *DeFord v. Koutoulas* Case No.: 6:22-cv-00652-PGB-DCI (M.D. Fla.).

148. NASCAR committed the wrongful acts described in this Complaint.

149. NASCAR knew that Plaintiff would make arrangements and sell LGBcoins based upon the sponsorship deal.

150. NASCAR knew that Plaintiff and holders of LGBcoins would suffer damages as a result of their wrongful revocation of the sponsorship deal and their public statements denying the initial approval.

151. NASCAR thus placed Plaintiff in relation with others so as to cause litigation.

152. NASCAR thereby involved Plaintiff in litigation with others.

153. Plaintiff and its agents have incurred significant expenditures in defending themselves from this litigation.

154. WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order awarding the special damages in the form of all attorney fees incurred by Plaintiff or its agents, including but not limited to in this action and in *DeFord v. Koutoulas* Case No.: 6:22-cv-00652-PGB-DCI (M.D. Fla.), including costs of suit, pre- and post-judgment interest, and all other relief the Court may deem just and proper.

CONSOLIDATED PRAYER FOR RELIEF

155. WHEREFORE, Plaintiffs pray:

156. That the Court enters an order declaring that Defendant's actions, as set forth in this Complaint, violate the law, as set forth above;

157. That Plaintiffs recover their damages as set forth above; and

158. That Plaintiffs be granted such other, further, and different relief as the nature of the case may require or as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

159. Plaintiff respectfully demands a jury for all issues so triable.

Dated: February 17, 2023

Respectfully submitted,

/s/ Nicole Martell
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VERIFICATION

Under penalties of perjury, I declare that I have read the Verified Complaint, that I agree with the document, and that the facts stated therein are true.

Date: February 17, 2023.

/s/ James Koutoulas

James Koutoulas for LetsGoBrandon.com Foundation,

(Verification made pursuant to Fla. Stat. § 92.525(2); see *State v. Shearer*, 628 So.2d 1102 (1993) ("In addition to a notarized oath such as the one in rule 3.987, however, section 92.525, Florida Statutes (1991), provides that a signed declaration can substitute for a notarized oath if it contains the following language: 'Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true.'"))

Exhibit 001



SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("Agreement") when executed is made by and between Brandonbilt Motorsports, LLC ("BMS"), and, LGB Coin (the "Sponsor").

The Sponsor has agreed to act as a Sponsor of the of the BMS No. 68 NASCAR Xfinity Series, or its successor car should it ascend to the NASCAR Cup Series (the "Car") entry in the race Event(s) set forth on Exhibit 1, attached hereto and incorporated herein ("Events")

The Sponsor expects to receive promotional and advertising benefits from such sponsorship. BMS shall use its best efforts to employ all the time, resources, effort, personnel and facilities reasonable and necessary to field the race car and to otherwise fulfill its obligations for which the Sponsor has agreed to serve as a sponsor.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties hereto agree as follows:

I. SPONSORSHIP

1.01 BMS hereby grants to the Sponsor a Sponsorship relationship in the Car in the Events for the fee paid and other considerations contained herein. BMS shall provide to the Sponsor those sponsorship benefits set forth in this Agreement.

1.02 For "The Event". The Sponsor shall receive the following in connection with each Event for the 2022 NASCAR Xfinity Season

- Race Car. BMS grants the Sponsor the right to be the lead Sponsor of the Car and place the Sponsor's trademark(s) (the "Trademark") on the exterior surfaces of the Car in the Events to include the Sponsor's logo and website on the Car's hood and upper Quarter Panels larger than the logos of any other sponsors. The Car will be wrapped to include the Sponsor's Logo/Name Placement on the hood of the car and along the rear upper Quarter Panels. (Sponsor to approve design and artwork) The graphic scheme and all logos will require final approval by NASCAR in advance of the Primary Events. The remaining space on the racecar is reserved for BMS, its sponsors, or NASCAR Sponsors.
- Garage VIP Passes for up to 6 people will be made available to the Sponsor. (All Names and Cell Phone Numbers must be provided 5 days prior to each Event or the passes will be forfeited).
- Driver will mention the Sponsor when possible in each interview conducted by the media.
- BMS's Social Media content will promote the Sponsor, the details of such promotion to be agreed upon by the parties, provided that Sponsor will be the most recognized of all of BMS's sponsors.
- Sponsor supplied brochures if made available will be displayed behind the Race Team Hauler.
- BMS agrees to host and bear all costs associated with 6 promotional events where the Car is displayed along with a two hour personal appearance by the Driver to advertise the Sponsor. Such events will be mutually agreed upon between BMS and the Sponsor.

1.03 Except as herein otherwise expressly provided to the contrary, the cost of providing and maintaining the above items shall be the responsibility of the race team.

II. DRIVER AND TEAM OBLIGATIONS

2.01 During the term of this agreement and any renewals or extensions thereof, the race team represents and warrants to the Sponsor that Brandon Brown is designated as the driver of the Car and it will secure the services of qualified crew members during the term of the sponsorship agreement, and that the driver and each crew member will handle himself (herself) in a respectable manner that would not unfavorably impact any sponsor. The race team has the right to terminate the services of any crew member should inappropriate behavior occur.

2.02 The team will produce a professional web site and artwork to promote the Sponsorship.

2.03 The Sponsor shall have a permanent, irrevocable, transferrable license to use the phrase "Let's Go Brandon" and names "LGBCoin" and "LGBCoin.io" which shall survive the termination or expiration of this Agreement.

III. TERM

3.01 The term of this contract is from the date executed, through the final race of the event(s) listed. Regardless of the events all provisions of this Agreement shall expire December 31, 2022.

3.02 Notwithstanding the Term set forth in 3.01 above, this Agreement may be extended as provided in 4.03 below.

IV. COMPENSATION

4.01 As compensation for the performance of all obligations and duties undertaken by BMS in connection therewith during the Term, the Sponsor agrees to pay a total of five million dollars (\$5,000,000). This payment shall be paid in the form of LGB tokens that were granted to Alex Mascioli, the receipt of which is hereby acknowledged by BMS. BMS may convert these tokens to fiat in the open market or by OTC in daily increments from the date of execution, with 50% to be liquidated by December 31, 2021 with an additional 50% through January 30th, 2022. Both BMS and LGBCoin further acknowledges and agrees that it will convert no more than 5% of the USD equivalent volume in each trailing 24 hour period. This volume-based covenant shall survive any termination of this Agreement.

Sponsor acknowledges and agrees that BMS has made substantial advance preparations to provide the Race Car and the services provided herein and the payments paid in advance of the Events are non-refundable regardless of any and all circumstances or causes.

4.02 The LGB token will retain the right as the primary sponsor on the car for the 2022 NASCAR Xfinity race season as long as it meets the requirements as defined below.

- LGB coin must meet or exceed an average daily market cap of \$100 million dollars for fiscal quarter one 2022.
- LGB coin must meet or exceed an average daily market cap of \$200 million dollars for fiscal quarter two 2022.

- LGB coin must meet or exceed an average daily market cap of \$300 million dollars for fiscal quarter three 2022.
- LGB coin must meet or exceed an average daily market cap of \$400 million dollars for fiscal quarter four 2022.

A fiscal quarter is defined as: Q1 = Jan 1 – March 31, Q2 = April 1 – June 30, Q3 = July 1 – Sept 30, Q4 = October 1 – Dec 31.

4.03 Should LGB coin maintain an average daily market cap in excess of \$500 million dollars after the conclusion of the 2022 NASCAR Xfinity race season, BMS may choose to extend the Sponsor as the primary sponsor of the Car at the then current market rate for a primary sponsor. The Sponsor shall have the option to maintain Sponsor's logo and website on at least two sections of the Car in non-primary fashion, so long as BMS is paid market rate for those positions. Sponsor shall receive first right of refusal on sponsorship renewal for two years after this agreements expiration.

The Sponsor specifically agrees that for a period of one(1) year after the termination of this agreement The Sponsor will not engage, directly or indirectly, either as sponsor, promotor, stockholder, partner, officer, employee or otherwise, with any other car or team in any NASCAR racing series

V. MARKETING, LICENSING, PROMOTION, AND ADVERTISING RIGHTS.

5.01 Grant of Rights to The Sponsor. The Sponsor shall have the right during the Term to reproduce, copy, publish, broadcast, or otherwise use the name, likeness, signature, image, voice and photograph of Driver in whatever media recorded as well as the names, pictures, and likeness of the actual Car featuring the Sponsor brand as the sponsor, and all property of BMS on which the Trademark appears, pursuant to the terms of this Agreement (collectively, the "Attributes"), throughout the world for purposes of advertising, marketing and promoting the Sponsor and its preapproved products without claim for additional compensation or benefit by BMS. All such uses and applications must be submitted in writing to BMS for BMS's written approval, which will not be unreasonably withheld, prior to their first use or application. The Sponsor will not distort or make unrecognizable, block, remove, and move or change the colors or logo of other Sponsors on the race car, or other BMS property on which marks appear in connection with the operation of the Car's racing team. Still photographs of the race cars and/or Driver shall be submitted for approval prior to first use, as well. With regard to the use of the Attributes for television commercials, radio commercials, public service messaging and other media, BMS's right of approval shall include the right to review and approve any contemplated script or storyboard as well as approval of pre-production "cuts" and final product.

BMS will establish a communications plan for the Sponsors approval. For all press releases, social media post, and other public announcements the Sponsor agrees to adhere to the communications plan established. Prior to their first use or application each must be submitted in writing to BMS for BMS's written approval, which will not be unreasonably withheld. Both BMS and The Sponsor will use their best efforts to ensure that all press releases, social media post, and other public statements in connection with the transactions contemplated by this agreement will be consistent with the communications plan.

5.02 Grant of Rights to BMS, NASCAR, and Primary, Associate, Secondary, and Contingency Sponsors. BMS, its primary, associate and secondary Sponsors, their advertising agencies or other agencies working for or on BMS's or any of its Sponsors' behalf, their respective officers, directors, agents, successors and assigns and any publishers, or other media, NASCAR and its official contingency Sponsors (the "Sponsor Trademark Licensees"), shall have the limited right during the Term and after the

expiration hereof for historical purposes, to reproduce, copy, publish, broadcast, or otherwise use the names, pictures, and likeness of the race car and all property of BMS on which the Trademark appears pursuant to the terms of this Agreement, throughout the world for purposes of advertising, marketing and promoting BMS without claim for additional compensation or benefit by The Sponsor. The Sponsor recognizes that as a condition of participation in the race Events, BMS has granted NASCAR and its contingency Sponsors the right to use the Attributes in connection with the broadcast and rebroadcast of the race Events, in ancillary programming in multiple media formats, and in promotional materials all without the right of review by BMS or any Sponsor. Otherwise, BMS shall approve all authorized third party uses of the Attributes containing the Trademark, consistent with the good name and reputation of the Sponsor and its brands and in the best interest of all parties included in the Attributes.

5.03 Licensing. BMS shall act as the licensing agent to solicit, contract and oversee the commercial exploitation of the marks of all parties as they appear together on the Sponsored race car and all other BMS property as a consequence of this Agreement. As to this use of the Sponsor Trademarks, the Sponsor hereby grants to BMS (i) an exclusive license throughout the world to license third parties to manufacture, market, promote and distribute Licensed Goods, and (ii) a non-exclusive license to BMS to manufacture, market, promote, sell and distribute Licensed Goods anywhere in the world. "Licensed Goods" are merchandise, goods and/or services that display or utilize some combination of (i) the Trademark, and (ii) BMS trademarks pursuant to a license granted by BMS pursuant to the terms hereof. For clarity, nothing herein shall give BMS the right to utilize, license or otherwise display the Trademark alone. BMS shall submit to the Sponsor the names of all proposed new licensees (and corresponding proposed licensed goods) for the Sponsor's approval before BMS enters into any agreements with such proposed new licensees. BMS shall first submit artwork and then a mock-up, prototype or pre-production sample of each licensed good which utilizes the Trademark as it appears relating to the race car for review and written approval by the Sponsor or its nominee. BMS shall make any revisions and carry out any further development work on the licensed goods as requested by the Sponsor or its nominee; provided, however, the Sponsor will limit its requested revisions to ensuring that its marks are correctly portrayed and will not submit aesthetic and artistic revisions or otherwise subject the licensee or BMS to design criteria unrelated to the accurate portrayal of its marks.

All Licensed Goods subject to Sponsor's review shall conform in all material respects to the prototype, mock-up or pre-production sample approved by the Sponsor or its nominee. BMS shall require each licensee to supply two randomly chosen production samples of the first production run for each Licensed Good from each manufacturer to the Sponsor or its nominee.

All monies paid by a licensee for Licensed Goods utilizing the Trademark shall belong to BMS. BMS shall be responsible for any payment due Drivers, any other individuals or third parties, or any other Sponsor contracted by BMS or NASCAR.

VI. INDEMNIFICATION

6.01 Both during and after this Sponsorship Agreement, the race team and BMS will indemnify, defend and hold the Sponsor and its affiliates, subsidiaries, officers, directors, employees, customers, distributors, independent contractors, suppliers, agents, successors and assigns, harmless from and against all actions, suits, proceedings, judgments, demands, claims, liabilities, losses or expenses whatsoever incurred in connection with or arising from the race car, the activities or omissions of Driver or team members or the activities or omissions of BMS and/or the race team.

6.02 Both during and after this Sponsorship Agreement, the Sponsor will indemnify, defend and hold the race team, its officers, directors, employees, team members, customers, distributors, suppliers, agents,

successors, and assigns, harmless from and against all actions, suits, proceedings, judgments, demands, claims, liabilities, losses, or expenses whatsoever (including reasonable attorney's fees) arising from the Sponsor's breach, misrepresentation or non-performance under this agreement.

VII. MISCELLANEOUS

7.01 This contract is not assignable by BMS without written consent of all interested parties. This Agreement may be assigned by Sponsor to a successor entity with the approval of BMS.

7.02 Any notice required to be given under this agreement shall be sent via email and deemed given at the time it is received by either party, provided such notice is addressed as follows:

The Race Team:

Brandonbilt Motorsports, LLC
Attn: Jerry Brown
197 Tyler Von Way
Suite 111
Fredericksburg, VA 22405
jbrown@brandonbilt.com

The Sponsor:

LGB Coin Foundation
Attn: James Koutoulas Trustee
James@koutoulaslaw.com

7.03 This agreement shall be governed and construed within accordance with the laws of the State of Virginia.

7.04 This agreement constitutes the entire agreement between the parties and may not be modified, amended or changed except by a writing signed by all parties to this agreement.

7.05 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that neither party hereto shall have the right to assign this agreement or delegate any duty, service or responsibility hereunder without the prior written consent of the other party. Each party to this sponsorship agreement warrants and represents that the individual signing this agreement on behalf of a corporate party has the authority to bind his or her respective company in and to the terms of the agreement and each party further warrants and represents that it is authorized by its Board of Directors to enter into this sponsorship agreement.

7.06 This Agreement may be terminated by either party immediately in the event that (i) either party breaches this Agreement and such breach is not cured by within thirty (30) days of the date of delivery of a notice of default by either party; (ii) NASCAR or any other party whose approval is necessary for the Sponsor or BMS to receive the rights and benefits terminates this Agreement or fails to provide such approval, and/or (iii) the Sponsor is unable to use any or all of the rights and benefits granted hereunder for any reason, including without limitation due to a force majeure event. In the event of a termination pursuant to this Section 7.06, the initial \$5mm in tokens redeemed shall be the property of BMS.

In witness whereof, the parties to this Agreement have affixed their signatures

[Signatures to follow]

The Race Team:

Brandonbilt Motorsports, LLC,


Jerry Brown (Nov 22, 2021 16:06 EST)

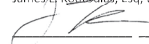
Jerry Brown, Managing Member

11/22/21

Date

The Sponsor:

James L. Koutoulas, Esq., trustee for LGB Coin



By

James L. Koutoulas, Esq.
Print Name

11/21/2021

Date

Trustee
Title

Appendix 1 – Sponsor Prohibited Activity

- Sponsor’s official social media accounts shall not display, exhibit or provide a link directly to, media, websites marketing collateral, social media posts, public media statements or other materials showing an alignment to a political party. This includes interactions with social media posts that include political alignment including “liking,” retweeting, and/or commenting.
- Sponsor shall not display or exhibit media, marketing collateral, social media posts, public media statements or other materials using the “Let’s Go Brandon” phrase trackside or anywhere at the track or adjacent property hosting any racing event (including but not limited to the infield, parking lots, camper-motorhome lots ingress and egress roads at any NASCAR events).

The Race Team:

Brandonbilt Motorsports, LLC,

Jerry Brown, Managing Member

Date

The Sponsor:

James L. Koutoulas, Esq, trustee for LGB Coin

By

11/21/2021

Date

James L. Koutoulas, Esq.
Print Name

Trustee
Title

LGB_Coin_BMS_Motorsports_Sponsorship_Agreement- JK Executed


Final Audit Report


2021-11-22


Created:	2021-11-21
By:	James Koutoulas (JK@TYPHONCAP.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnhGY44YOvpGsa_uVQyMj21yKT54ISP6


"LGB_Coin_BMS_Motorsports_Sponsorship_Agreement- JK Executed" History

 Document created by James Koutoulas (JK@TYPHONCAP.COM)
2021-11-21 - 9:40:26 PM GMT - IP address: 159,250,100,187

 Document emailed to Jerry Brown (jbrown@brandonbilt.com) for signature
2021-11-21 - 9:40:47 PM GMT

 Email viewed by Jerry Brown (jbrown@brandonbilt.com)
2021-11-21 - 10:06:40 PM GMT - IP address: 172.226.69.22

 Document e-signed by Jerry Brown (jbrown@brandonbilt.com)
Signature Date: 2021-11-22 - 9:08:12 PM GMT - Time Source: server - IP address: 96,10,99,180

 Agreement completed.
2021-11-22 - 9:08:12 PM GMT

From: Howell, Dale
Date: Sun, Dec 26, 2021 at 8:48 AM
Subject: Re: Brandonbilt Motorsports Paint Scheme Submission - Daytona
To: Mac MacLeod

Good morning Mac,

The sponsors are approved however please clean up the markings around the number especially the white stars touching the white number.

2022 we are really going to hone in on keeping the numbers clean per the rule book nothing within 2" should be touching the numbers we understand some step and repeats, however in this case white and white makes it blob.

My rule of thumb is step back from the computer screen and see how it looks. In the shop or up close it looks fine but think about the tower or safety vehicles seeing it go 170mph

Dale Howell
NASCAR Racing Operations

5:32

5G

< All Inboxes Brandonbilt Motorspor...

Dale, good afternoon and Merry Christmas!

I'm sure that you won't see this until sometime next week, but I just received this from the team and wanted to get it in front of you for a hopeful approval next week. I tried submitting via the paint scheme portal, however there are no race events listed to select from.

The attached paint scheme is being submitted for Daytona.

General

Driver: Brandon Brown

Owner: Jerry Brown

Entry List: [LGBCoin.io](#) Chevrolet Camaro

Events

Daytona

Sponsor: *They are a Cryptocurrency*

Hood: [LGBCoin.io](#)

Decklid: [LGBCoin.io](#)

TV Panel: [LGBCoin.io](#)

Rear Quarter Panel: [LGBCoin.io](#)

Lower Front Quarter Panel: None

Lower Rear Quarter Panel: [TradeTheChain.com](#)

B Post: None

C Post: [TradeTheChain.com](#)



New Message

5:33

5G

< All Inboxes Brandonbilt Motorspor... >

B Post: None

C Post: [TradeTheChain.com](https://www.TradeTheChain.com)

Spoiler: None

Roof: [LGBCoin.io](https://www.LGBCoin.io)

Side Skirt: None

Door Panel: None

Paint Scheme: Attached to email

Please let me know if you have any questions.
Looking forward to hearing from you next week.

Thanks!

Mac MacLeod

<Brandon Brown Daytona 1 Submission.jpg>



New Message

ght, when you think of us, and you hear, ‘Let’s Go Brandon,’ you’ll think and feel, ‘Let’s Go America.’”

securing funding from a portfolio of crypto related entities during the 2021 NXS season, Brown becomes the first NASCAR driver to land multiple crypto deals and distinguishes himself as an early attractor for meme and crypto partnerships.

ing the financial support of LGBcoin is incredible, especially at such a pivotal time in our team’s growth as we work to take the team to the next level of competition,” said Brown. “From wondering if we would have the financial means to continue to compete, to my first major win (at Talladega no less), to becoming an unintentional meme, this past season was a roller coaster. The support of sponsors like LGBcoin empowers us to be as competitive as possible and I’m looking forward to competing hard on the track in 2022.”

coin will make its racing debut aboard Brown’s No. 68 Chevrolet Camaro during the NASCAR Xfinity Series season opener at Daytona International Speedway on Saturday, February 19, 2022.

What is LGBcoin.io

LGBcoin (\$LGB) is America’s Coin: an ERC-20 digital collectible meme coin on the Ethereum Blockchain that allows owners to digitally voice their support for America and the American dream. To learn more, visit LGBcoin.io.

What is Brandonbilt Motorsports

Brandonbilt Motorsports (BMS) is a race-winning organization that competes in the NASCAR Xfinity Series, and fields the No. 68 Chevrolet Camaro piloted by Brandon Brown. Headquartered in Mooresville, N.C., BMS is owned and operated by successful entrepreneurs, Jerry Brown, David Clarke and Alex Mascioli.

For team updates, follow BMS on social media: Twitter at [@BMSRaceTeam](https://twitter.com/BMSRaceTeam), Facebook at [Brandonbilt Motorsports](https://www.facebook.com/BrandonbiltMotorsports) and Instagram at [@bmsraceteam](https://www.instagram.com/bmsraceteam). Visit www.bmsraceteam.com for more team related information.

The views and opinions expressed in this article are those of the author and do not necessarily reflect the official policy or position of SpeedwayMedia.com.



Official Release



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[Cottonelle® Brings a New Meaning to DownThereCare with the No. 47 JTG](#)

9:09

LTE



Tweet



NASCAR @NASCAR · 7h

NEWS: @CLGBTCC announces partnership with NASCAR.

Details: nas.cr/3n00ZkZ



559

708

2,453



Triston Webb

@tdwebb88

Replying to @NASCAR and @CLGBTCC

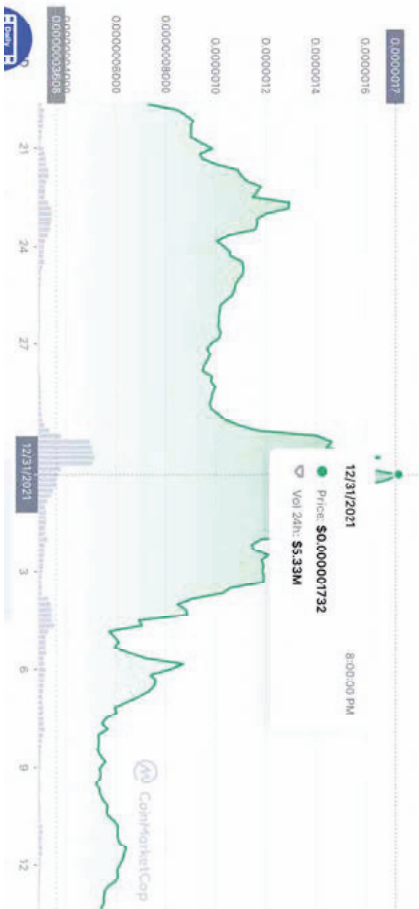
[@brandonbrown_68](#) [@LGBcoin_io](#) this is straight pointed and disrespect to be doing this after trying to prevent you from turning the narrative to whatever YOU want LGB to be surrounded with

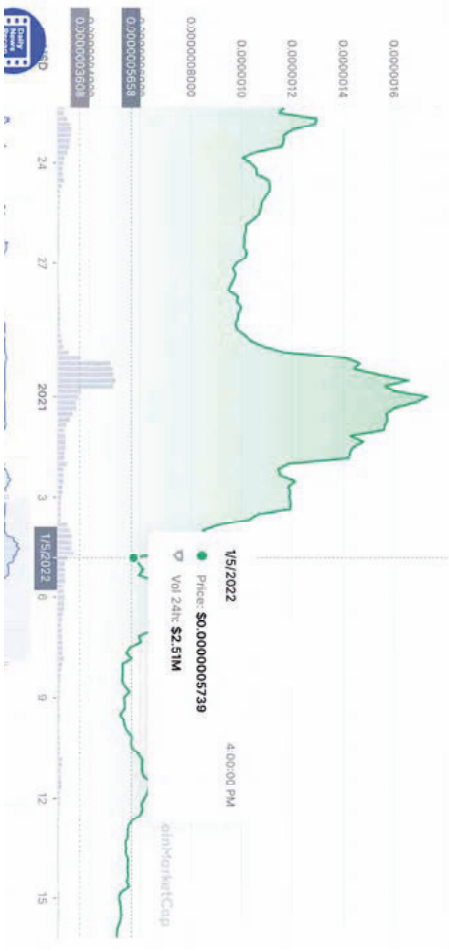
Let's Go Brandon LGB

Price <\$0.0001

Price Market Cap TradingView

1D 7D 1M 3M 1Y YTD ALL LOG















INTERNATIONAL MEDIA COVERAGE [72 HOUR PERIOD]



ARTICLES WITH HIGHEST REACH	
 CNN: 142 MILLION	BRANDON BROWN WEB MENTIONS
 DAILY MAIL: 72.8 MILLION	 WEB MENTIONS: 22,100
 YAHOO! NEWS: 64.9 MILLION	 TWITTER IMPRESSIONS: 169 MILLION
 BUSINESS INSIDER: 63.5 MILLION	LETS GO WEB MENTIONS
	 WEB MENTIONS: 14,900
	 TWITTER IMPRESSIONS: 128 MILLION







Txhash	Blockno
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1635861405	11/2/21 13:56	0x40ecf54ad	0x1de76481f8881ed323ede2388095a59fda09be9b
1635862176	11/2/21 14:09	0x40ecf54ad	0x1de76481f8881ed323ede2388095a59fda09be9b
1635901073	11/3/21 0:57	0x40ecf54ad	0x1de76481f8881ed323ede2388095a59fda09be9b
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1636057237	11/4/21 20:20	0xe7007f522	0x1de76481f8881ed323ede2388095a59fda09be9b
1636062389	11/4/21 21:46	0x40ecf54ad	0x1de76481f8881ed323ede2388095a59fda09be9b
1636069798	11/4/21 23:49	0x40ecf54ad	0x1de76481f8881ed323ede2388095a59fda09be9b

Quantity

Method

Add Liquidity ETH

Add Liquidity ETH

Add Liquidity ETH

Add Liquidity ETH

Add Liquidity ETH

Add Liquidity ETH

Add Liquidity ETH

Add Liquidity ETH

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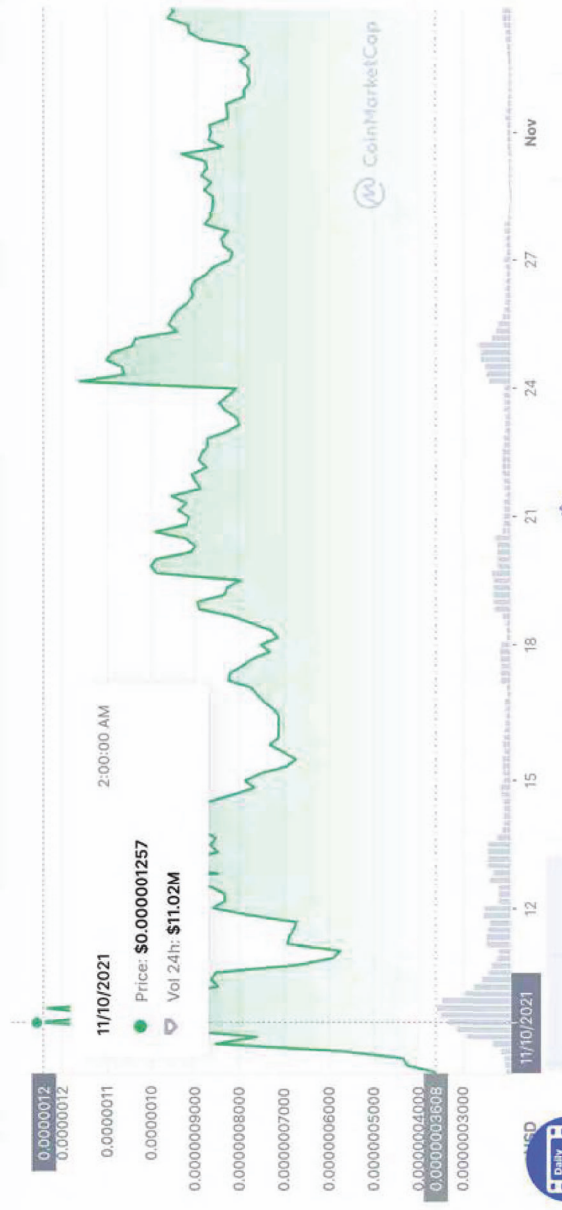
Add Liquidity ETH

Add Liquidity ETH



Let's Go Brandon LGB

Price: <\$0.00



LGB Coin Agreement

This agreement is entered into as of this day, November 15th, 2021 by and between LGB Coin and Alex Mascioli. In exchange for certain marketing services including primary sponsorship of the #68 Xfinity NASCAR and NASCAR driver Brandon Brown during the 2022 season. LGB coin shall deliver 34% of the total LGB tokens.

Amount to be of LGB Coin to be delivered: 112,200,000,000,000. From this amount, Alex will sell \$5 million USD by January 30th, 2022 (with 50% sold before December 31st, 2021) and allocate some tokens to the team including Brandon Brown. Alex Mascioli and his designated representatives, (the "Team") may convert these tokens to fiat in the open market or by OTC in daily increments on or before from the date of execution through November 30th, 2022.

Both Alex Mascioli, partners and affiliates and LGBCoin further acknowledges and agrees that it will convert no more than 5% of the USD equivalent volume in each trailing 24 hour period. This volume-based covenant shall survive any termination of this Agreement.

MISCELLANEOUS

This contract is not assignable by Alex Mascioli without written consent of all interested parties.

Any notice required to be given under this agreement shall be sent via email and deemed given at the time it is received by either party, provided such notice is addressed as follows:

Alex Mascioli:	The Sponsor:
	<u>LGB Coin Foundation</u>
Attn: Alex Mascioli	Attn: <u>James L. Koutoulas, Esq.</u>
1315 Avenida Ashford	<u>Trustee</u>
Suite 304	<u>james@koutoulaslaw.com</u>
San Juan, Puerto Rico 00907	_____
alex@alexmascioli.com	_____

This agreement shall be governed and construed within accordance with the laws of the State of Virginia.

This agreement constitutes the entire agreement between the parties and may not be modified, amended or changed except by a writing signed by all parties to this agreement.


AM

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that neither party hereto shall have the right to assign this agreement or delegate any duty, service or responsibility hereunder without the prior written consent of the other party.


This Agreement may be terminated by either party immediately in the event that (i) either party breaches this Agreement and such breach is not cured by within thirty (30) days of the date of delivery of a notice of default by either party; (ii) NASCAR or any other party whose approval is necessary for the Sponsor or BMS to receive the rights and benefits terminates this Agreement or fails to provide such approval, and/or (iii) the Sponsor is unable to use any or all of the rights and benefits granted hereunder for any reason, including without limitation due to a force majeure event. In the event of a termination pursuant to this Section 7.06 in the sponsor agreement, the initial \$5mm in tokens redeemed shall be the property of BMS and Alex Mascioli shall retain 1/3 of the tokens allocated by this agreement.

In witness whereof, the parties to this Agreement have affixed their signatures


Alex Mascioli


Signature: 
Date: 11/21/2021

James L. Koutoulas, Esq, trustee for LGB Coin

Signature: 
Date: 11/21/2021

Replying to @dubpockrass
Dang so no let's go Brandon?

 **Trex @Trex_TIF** · Jan 4, 2022
Replying to [@bobbpockrass](#)
Sure nascar sure.

 **Patrick Piazza** @PPiazza86 · Jan 4, 2022
Replying to [@bobpockrass](#)
Since NBC created the problem for him, why don't they step up and sponsor him?

Jayson Layton @jay_lay23 · Jan 4, 2022
Replying to @bobbpockrass
A lot of angry grown men in here.

Jeremy Pickering @jerpickering · Jan 4, 2022
Replying to @bobpockrass
Okay then I don't wanna see any more political or statement based sponsorship ever again on a NASCAR type car if that's the case

Muscan/ Alexandra Raptopo... @__mus... · Jan 4, 2022
Replying to @bobbpockrass
"It's only bad if we want it to be or we don't like it or it doesn't fit our narrative."

bill mares @killbilltracing · Jan 4, 2022

Replying to @bobpockrass

I'm glad that the email literally showing the approval has been posted. It takes it from a he said/she said deal and puts it out there for everyone to see. The optics of this look terrible, and it's not @brandonbrown_68 that looks bad. Have fun with this tomorrow @DGodfatherMoody

1 1 9

 **Kevin Newcomb** @KevinNewcomb10 · Jan 4, 2022
Replying to @bobbocrass
Sure hope the fans take it to the next level and say it loud in the stands!!!

DavidfromMd @DavidfromMd2 · Jan 4, 2022
Replying to [@bobbpockrass](#)
There you go with the rule book crap again Bob ! Tell me what page so I can follow along with mine 😊

Robert Jacobs @RobJacobs4409 · Jan 4, 2022

Replying to @bobpockrass

If I read that correctly it says withheld for any reason. Not revoked for any reason. @NASCAR screwed this one up big time and they should have accepted their error in decision and looked forward to next year. Not all publicity is good publicity and people will stop watching

🗨️ 🔄 ❤️ 📊 📌

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<p>SAGITTARIUS</p>	<p>CAPRICORN</p>	<p>AQUARIUS</p>	<p>PISCES</p>


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Peter @Mistapetey · Jan 4, 2022
Replying to @bobpockrass

NASCAR, a sanctioning body can do whatever they want. If Brandon Brown wants to use the sponsorship, go in a series that will allow it. This is not the first time a team has been declined a sponsor by NASCAR. Both sides could of dealt with this better.

 **knowyourroleandshutyourmouth** · @jca4... · Jan 4, 2022
Replying to @bobpockrass
Who really needs this explained?

BIG DADDY @BigDaddy_Racing · Jan 4, 2022
Replying to @bobbpockrass
How can I get that rule book Bobby?

Janice Phillips @jphillips4320 · Jan 5, 2022
Replying to @bobpockrass
Are Cup rules different then? Is this political? I could have sworn that there were Trump paint schemes before.

 **Tired of double standar...** @merica_pat... · Jan 5, 2022
Replying to @bobpockrass
But they already have a written approval, so.. now they changed their mind because of push back..

Seb @RunningLopez · Jan 5, 2022
Replying to @bobpockrass
It's been said more times than I can remember by every generation of drivers that "At the end of the day, it's their sandbox, and we're just playing in it." Goes for rules, penalties, sponsorships, etc. In NASCAR. Always has been & always will be long as it's a private company.

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Overview

TOTAL SUPPLY
100,000,000,000 LGB ⓘ

HOLDERS
133

24H TRANSFERS


Market

Chart

FULLY DILUTED MARKET CAP ⓘ
\$0.00

CIRCULATING SUPPLY MARKET CAP
-

Other Info

TOKEN CONTRACT
 [0x21E783...9FF51288](#) ⓘ (18 Decimals)

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Transfers **Holders** Info DEX Trades Contract **Analytics** Comments

Token Contract Overview

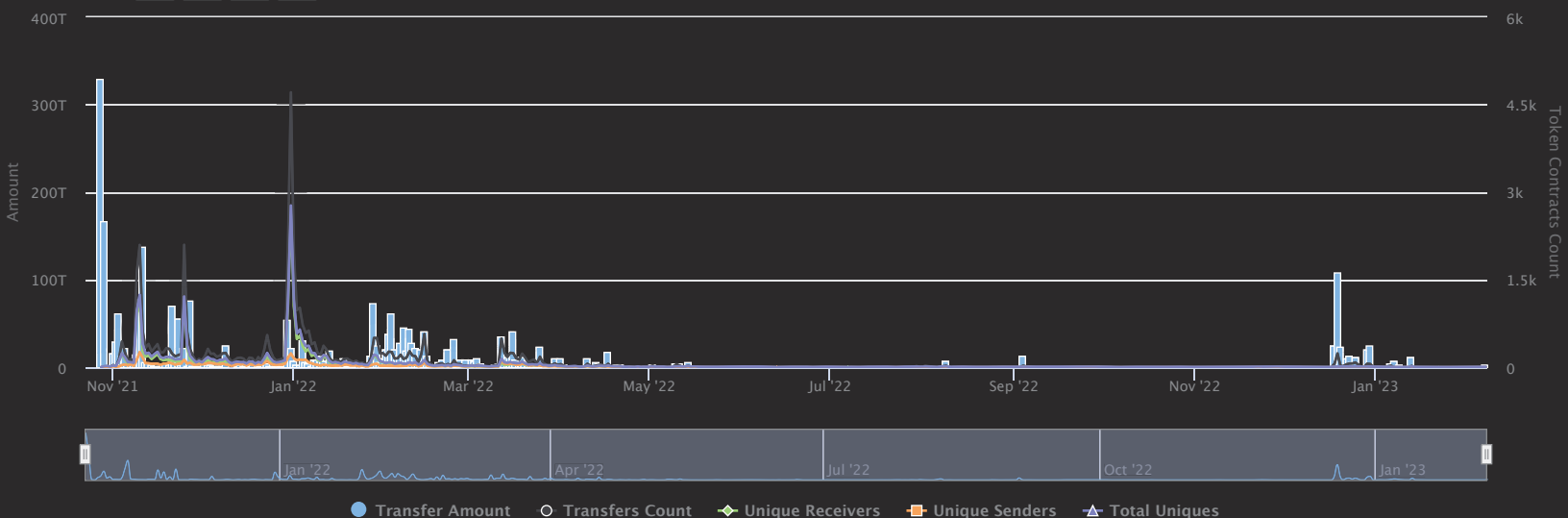
Time Series: Token Contract Overview

Wed 27, Oct 2021 - Mon 6, Feb 2023

Token Contract 0x21e783bcf445b515957a10e992ad3c8e9ff51288 (Let's Go Brandon)
Source: Etherscan.io

Zoom 1m 6m 1y All

Oct 23, 2021 → Feb 7, 2023



● Transfer Amount ○ Transfers Count ◆ Unique Receivers ◆ Unique Senders ▲ Total Uniques

A token is a representation of an on-chain or off-chain asset. The token page shows information such as price, total supply, holders, transfers and social links. Learn more about this page in our [Knowledge Base](#).



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Etherscan is a Block Explorer and Analytics Platform for Ethereum, a decentralized smart contracts platform.



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Network Status
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Explorer-as-a-Service (EaaS)
API Plans
Priority Support
Blockscan ⓘ
Blockscan Chat ⓘ

Hi! Is there a way to see how many holders we have ? Is that public info? 9:52 PM

Yes

6,482 9:52 PM

Where do you see that at? I want to watch it go up lol 9:52 PM

<https://etherscan.io/token/0x21e783bcf445b515957a10e992ad3c8e9ff51288>

The screenshot shows the Etherscan interface for a token. At the top, it displays the token name 'Token Let's Go Brandon' and its contract address. Below this, there is an 'Overview' section with the following data:




Overview (ERC-20)	
Max Total Supply:	330,000,000,000,000 LGB
Holders:	6,482
Transfers:	20,883

went up about 1000-1500 today actually 9:55 PM

That's awesome 😎

Thank you!! 9:56 PM

"Igbcoin" "pump and dump"

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