

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ANTHONY MITCHELL,

Plaintiff,

v.

EMORY ANDREW TATE III, an individual,
also known as “Andrew Tate,”
also known as “Cobra Tate,”
also known as “Top G”;

NEW ERA LEARNING LLC,
d/b/a “The Real World”;

THRIFTY CONSULTING LLC,
a Delaware limited liability company;

LEGENDARY COURSES, INC.,
a Delaware corporation; and

DOE DEFENDANTS 1–10, inclusive,
including the entity operating the
website fundraiser.com,

Defendants.

Case No.: _____

COMPLAINT

- (1) Breach of Contract (Unilateral Contest Contract)
- (2) Promissory Estoppel
- (3) Unjust Enrichment
- (4) Fraudulent Misrepresentation
- (5) Violation of the Nevada Deceptive Trade Practices Act
(NRS 598.0903 *et seq.*)

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

INTRODUCTION	¶ 1
THE PARTIES	¶ 4
Defendants’ Collective Operation and Control of the Platform	¶ 10a
JURISDICTION AND VENUE	¶ 11
PLAINTIFF’S STANDING	¶ 15
FACTUAL ALLEGATIONS	¶ 21
A. Defendants’ Promotion of the Hackathon	¶ 21
B. The Contest Terms	¶ 25
C. The Scale and Organization of the Contest	¶ 33
D. Plaintiff’s Participation (Nevada)	¶ 34
E. Defendants’ Complete Failure to Perform	¶ 39
F. Additional Circumstances Surrounding the Contest	¶ 44
G. Defendant New Era’s Operational Role	¶ 45
CAUSES OF ACTION	¶ 47
First — Breach of Contract (Unilateral Contest Contract)	¶ 47
Second — Promissory Estoppel	¶ 54
Third — Unjust Enrichment	¶ 61
Fourth — Fraudulent Misrepresentation	¶ 66
Fifth — Violation of Nevada Deceptive Trade Practices Act	¶ 74
PRAYER FOR RELIEF	
DEMAND FOR JURY TRIAL	
LIST OF EXHIBITS	
Exhibits A through AC	
DECLARATION OF ANTHONY MITCHELL IN SUPPORT OF COMPLAINT	
DECLARATION OF BRYAN MITCHELL IN SUPPORT OF COMPLAINT	

TABLE OF AUTHORITIES

Cases

<i>Barmettler v. Reno Air, Inc.</i> , 114 Nev. 441, 956 P.2d 1382 (1998)	¶ 71
<i>Betsinger v. D.R. Horton, Inc.</i> , 126 Nev. 162, 232 P.3d 433 (2010)	¶ 75b
<i>Calder v. Jones</i> , 465 U.S. 783 (1984)	¶¶ 13(a), 13(f)
<i>Certified Fire Prot. Inc. v. Precision Constr.</i> , 128 Nev. 371, 283 P.3d 250 (2012)	¶ 64
<i>Cobaugh v. Klick-Lewis, Inc.</i> , 561 A.2d 1248 (Pa. Super. 1989)	¶ 48
<i>Ford Motor Co. v. Montana Eighth Judicial Dist. Court</i> , 592 U.S. 351 (2021)	¶¶ 13(a), 13(g)
<i>Halberstam v. Welch</i> , 705 F.2d 472 (D.C. Cir. 1983)	¶¶ 72a, 72c
<i>Holton v. Physician Oncology Educ. Network</i> , 2012 WL 1980516 (D. Nev. June 1, 2012)	¶ 53(b)
<i>In re Cathode Ray Tube Antitrust Litig.</i> , 911 F. Supp. 2d 857 (N.D. Cal. 2012)	¶ 10
<i>In re First Alliance Lending Corp.</i> , 471 F.3d 977 (9th Cir. 2006)	¶¶ 72a, 72c
<i>Johnson v. Columbia Properties Anchorage, LP</i> , 437 F.3d 894, 899 (9th Cir. 2006)	¶¶ 5a, 11
<i>Kearns v. Ford Motor Co.</i> , 567 F.3d 1120 (9th Cir. 2009)	¶¶ 67(g), 71
<i>Klamath-Lake Pharm. Ass’n v. Klamath Med. Serv. Bureau</i> , 701 F.2d 1276 (9th Cir. 1983)	¶ 10b
<i>Laird v. Capital Cities/ABC, Inc.</i> , 68 Cal. App. 4th 727 (1998)	¶ 10
<i>Las Vegas Hacienda, Inc. v. Gibson</i> , 77 Nev. 25, 359 P.2d 85 (1961)	¶¶ 48, 52
<i>Leasepartners Corp. v. Robert L. Brooks Trust</i> , 113 Nev. 747, 942 P.2d 182 (1997)	¶ 64
<i>Picus v. Wal-Mart Stores, Inc.</i> , 256 F.R.D. 651, 658 (D. Nev. 2009)	¶ 75
<i>Poole v. Nev. Auto Dealership Invs., LLC</i> , 135 Nev. Adv. Op. 31 (Ct. App. 2019)	¶¶ 75a, 75b
<i>Sateriale v. R.J. Reynolds Tobacco Co.</i> , 697 F.3d 777, 793 (9th Cir. 2012)	¶ 48
<i>Swartz v. KPMG LLP</i> , 476 F.3d 756, 764 (9th Cir. 2007)	¶ 67(g)
<i>Topaz Mut. Co. v. Marsh</i> , 108 Nev. 845, 839 P.2d 606 (1992)	¶ 62a

1 *Vancheri v. GNLV Corp.*, 105 Nev. 417, 777 P.2d 366 (1989) ¶ 58
 2 *Walden v. Fiore*, 571 U.S. 277 (2014) ¶ 13(a)
 3 *Welfare Div. of State Dep't of Health, Welfare & Rehab. v. Washoe Cty.* ¶ 75b
 4 *Welfare Dep't*, 88 Nev. 635, 503 P.2d 457 (1972)

5 **Statutes**

6 28 U.S.C. § 1332(a) ¶¶ 5, 5a, 5c, 11
 7 28 U.S.C. § 1391(b)(2) ¶ 14a
 8 28 U.S.C. § 1746 Declarations (Exhibits M, X)
 9 NRS 14.065 ¶ 13
 10 NRS 598.0903 *et seq.* ¶¶ 74, 75
 11 NRS 598.0915(1), (2), (9), (15) ¶¶ 75, 76
 12 NRS 598.0963 ¶¶ 12, 53, 75a, 78, Prayer
 13 NRS 602.010 ¶ 10b

14 **Rules**

15 Fed. R. Civ. P. 8(d)(2)–(3) ¶ 10b

16 **Other Authorities**

17 Restatement (Second) of Contracts § 45 ¶¶ 48, 49
 18 Restatement (Second) of Contracts § 90 ¶ 58
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INTRODUCTION

1. This action arises from Defendants’ operation of a prize contest variously referred to across Defendants’ promotional platforms as “the Hackathon” on social media posts (*see* Exhibit AA), the “AI Hackathon” or “Solana AI Hackathon” on the fundraiser.com website and on the Google Form submission page (*see* Exhibit AC), and the “AI-G Hackathon” on an associated Telegram channel (*see* Exhibit AB) (hereinafter “the Hackathon”). In January 2025, Defendants launched and promoted an online artificial-intelligence hackathon through the website fundraiser.com that publicly offered over one million dollars in prizes to participants who developed and submitted qualifying projects. Defendants published specific prize amounts, detailed judging criteria, defined deadlines, and announced that winners would be declared approximately two weeks after the contest closed. Participants invested substantial time and resources developing projects and submitting them through a Google Form accessible via the hackathon page at fundraiser.com/hackathon. Plaintiff Anthony Mitchell — a citizen and resident of North Las Vegas, Nevada — developed and submitted a single project titled “Bangchain.”

2. The hackathon submission period closed on February 15, 2025. Plaintiff’s submission, titled “Bangchain,” appeared as the first-listed project on Defendants’ official hackathon showcase page at fundraiser.com/hackathon/showcase. As of the filing of this Complaint — more than twelve months after the submission deadline — the hackathon website at fundraiser.com/hackathon remains live, Plaintiff’s Bangchain project remains publicly displayed as the first-listed showcase entry, the prize representations totaling over \$1,000,000 remain published, and the G DAO Treasury Wallet address remains displayed — yet Defendants have not announced any winners, have not conducted the announced judging process, and have not paid any portion of the promised prize pool to any participant. Defendants have continued to use Plaintiff’s submitted project as promotional content on the live website for more than twelve months without compensation, without conducting any judging, and without any public explanation for their complete failure to perform. Because the Bangchain project shares its name with a cryptocurrency token minted by an unknown third party on January 30, 2025 — a token

1 whose price history is consistent with a pump-and-dump pattern (*see* Paragraph 44(m)) —
2 Defendants’ continued display of the project as the lead showcase entry for more than twelve
3 months keeps public attention directed toward the associated cryptocurrency, effectively serving
4 as an ongoing promotional vehicle for the token while Defendants never pay out the advertised
5 prizes.

6 3. Defendants also promoted the hackathon using the logo of the Solana Foundation —
7 a prominent blockchain organization — without authorization. The Solana Foundation publicly
8 disavowed any involvement on January 13, 2025, two days before the hackathon’s official
9 launch date. Defendants — acting collectively through the website fundraiser.com and the
10 related promotional ecosystem — nonetheless launched and continued the contest, collecting
11 submissions and personal data from participants under false pretenses.

12 THE PARTIES

13
14 4. Plaintiff ANTHONY MITCHELL is a natural person and citizen of the State of
15 Nevada. Plaintiff resides at 618 Painted Opus Place, North Las Vegas, Nevada 89084. Plaintiff is
16 and was at all relevant times domiciled in Nevada. Plaintiff participated in the Hackathon by
17 developing and submitting a qualifying artificial intelligence project titled “Bangchain” while
18 located in North Las Vegas, Nevada, before the February 15, 2025 deadline.

19 5. Defendant EMORY ANDREW TATE III, also known as “Andrew Tate,” also known
20 as “Cobra Tate,” also known as “Top G” (“Tate”), is a natural person and citizen of the United
21 Kingdom. A December 2024 ruling of the United Kingdom judiciary confirmed that Tate is the
22 Chief Executive Officer of New Era Learning LLC. (*See* CCDC v TTJ, judiciary.uk.) An
23 authorized marketing partner of New Era, New Age Endeavour Ltd (UK Companies House No.
24 SC761264), publicly states on its website therealworld.co that “Andrew Tate is the CEO of New
25 Era Learning LLC and the creator of The Real World platform.” Tate personally promoted the
26 Hackathon on the X/Twitter platform beginning January 12, 2025, when he posted links to the
27 hackathon website and directed his followers to “GET STARTED” (*see* Exhibit AA), and on
28 January 13, 2025, when he posted a promotional video. Tate personally sent a direct message on
January 30, 2025 to Bryan Mitchell (Plaintiff’s brother), initiating a chain of communication

1 that led to coordinated promotional activity around a cryptocurrency token that an unknown
2 third party had minted bearing the name of a hackathon participant's showcased project — a
3 token not minted by the participant or his brother (*see* Paragraph 44(m)–(n)). The following day,
4 January 31, 2025, Tate publicly replied to Bryan Mitchell on X/Twitter, endorsing the hackathon
5 project Bangchain as “perfect for the average crypto trader” — a post viewed 71,400 times. (*See*
6 Exhibit W.) Tate is named as a defendant in his individual capacity based on his personal
7 participation in the acts and omissions alleged herein. Upon information and belief, Tate resides
8 in Romania but is domiciled in the United Kingdom. Tate is a citizen of a foreign state for
9 purposes of 28 U.S.C. § 1332(a)(2).

10 5a. Defendant NEW ERA LEARNING LLC (“New Era”) is the entity that holds itself
11 out as a limited liability company operating the online platform known as “The Real World”
12 (accessible at jointherealworld.com and university.com). New Era's Terms of Service, Privacy
13 Policy, and website footer on jointherealworld.com, university.com, therealworldapp.com, and
14 joinonlineuniversity.com each state that the platform is “Owned and Managed by New Era
Learning LLC.” (*See* Exhibit Q.) New Era's Better Business Bureau profile (BBB ID 92033280,
15 opened May 9, 2024) lists New Era Learning LLC at two addresses: 800 North State Street,
16 Suite 403, Dover, Delaware 19901, and 221 North Broad Street, Middletown, Delaware 19709.
17 The BBB profile lists the following alternate business names: “Legendary Courses, Inc,” “The
18 Real World,” “Millionaire Mindset,” “Astromarketing,” and “Thrifty Consulting LLC.” New
19 Era has an F rating from the BBB based on failure to respond to consumer complaints. New
20 Era's Terms of Service on therealworldapp.com (effective January 1, 2025) state that the terms
21 are “governed by the laws of the State of Delaware” and consent to “the exclusive jurisdiction
22 and venue of courts in Delaware.” However, the Terms of Service on neweralearning.net for the
23 same platform state that terms are “governed by United Arab Emirates law,” and the Terms of
24 Service on therealworldeducation.com state that terms are governed by “the laws of Delaware
25 and US for US persons, and the laws of Poland for non-US persons.” Upon information and
26 belief, New Era holds itself out as a Delaware LLC but may not be registered as a limited
27 liability company in Delaware or in any other jurisdiction. Regardless of its formal formation
28 status, New Era has conducted business, entered contracts, collected personal data, and made

1 representations to consumers under the name “New Era Learning LLC” and is subject to suit
2 under that name. Upon information and belief, based on the December 2024 UK court ruling
3 identifying Tate as CEO, the absence of any other publicly identified officer, director, or
4 principal of New Era, and the BBB profile identifying no other individual in management, Tate
5 holds a controlling membership or ownership interest in New Era. New Era’s citizenship for
6 diversity purposes is determined by the citizenship of each of its members. *See Johnson v.*
7 *Columbia Properties Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006). Because Tate is a
8 citizen of a foreign state (the United Kingdom), and because no member of New Era is, upon
9 information and belief, a citizen of Nevada, New Era is a citizen of a foreign state for purposes
10 of 28 U.S.C. § 1332(a)(2). In the alternative, if New Era was never formally organized as a
11 limited liability company, it is an unincorporated association or de facto entity whose principals
12 — including Tate — are personally liable for its obligations, and its citizenship is that of its
13 principals, none of whom is a citizen of Nevada.

14 5b. Defendant THRIFTY CONSULTING LLC (“Thrifty”) is a limited liability
15 company organized under the laws of Delaware (Delaware Division of Corporations File
16 Number 7280246, formed February 6, 2023, status: Good Standing). Thrifty’s registered agent is
17 Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904. Every
18 consumer-facing website associated with “The Real World” and New Era — including
19 jointherealworld.com, university.com, therealworldapp.com, therealworldportal.com, and
20 realworldventures.ltd — identifies Thrifty as a distribution partner with the address 800 North
21 State Street, Suite 403, Dover, Delaware 19901. The BBB profile for New Era Learning LLC
22 lists “Thrifty Consulting LLC” as an alternate business name and lists Thrifty’s address (800
23 North State Street) as the primary business address of New Era. The privacy policy on
24 therealworldportal.com states: “The Real World is distributed on behalf of New Era Learning
25 LLC by: Thrifty Consulting LLC.” Upon information and belief, Thrifty is the entity through
26 which New Era’s commercial operations are conducted in the United States, including the
27 distribution of “The Real World” platform, the processing of subscriber payments, and the
28 maintenance of the U.S. business presence that New Era holds itself out as having. Thrifty’s

1 citizenship for diversity purposes is determined by the citizenship of each of its members. Upon
2 information and belief, no member of Thrifty is a citizen of Nevada.

3 5c. Defendant LEGENDARY COURSES, INC. (“Legendary”) is, upon information
4 and belief, a corporation organized under the laws of Delaware, with an address at 221 North
5 Broad Street, Middletown, Delaware 19709. Every consumer-facing website associated with
6 “The Real World” and New Era identifies Legendary as a distribution partner. The BBB profile
7 for New Era Learning LLC lists “Legendary Courses, Inc” as an alternate business name and
8 lists Legendary’s address (221 North Broad Street) as a second location of New Era. Upon
9 information and belief, Legendary participates in the distribution and commercial operations of
10 “The Real World” platform on behalf of New Era. Legendary is, upon information and belief, a
11 citizen of Delaware for purposes of 28 U.S.C. § 1332(a)(1), and no principal of Legendary is a
12 citizen of Nevada.

13 6. Defendants New Era, Thrifty, and Legendary are named as defendants because they
14 collectively operate the commercial enterprise through which “The Real World” is distributed to
15 consumers, and because the Hackathon was structured as an extension of that enterprise. The
16 relationship among New Era, Thrifty, and Legendary is not that of independent contracting
17 parties operating at arm’s length — it is that of a single integrated enterprise operating under
18 three legal names. The following specific facts demonstrate this unity: (a) the BBB profile for
19 New Era Learning LLC identifies “Thrifty Consulting LLC” and “Legendary Courses, Inc” not
20 as partners or affiliates but as *alternate business names* for New Era itself — meaning the BBB
21 reports that Thrifty and Legendary are names under which New Era operates; (b) the only two
22 U.S. business addresses listed for New Era are Thrifty’s address (800 North State Street, Suite
23 403, Dover, Delaware 19901) and Legendary’s address (221 North Broad Street, Middletown,
24 Delaware 19709), indicating that New Era’s entire U.S. physical presence consists of Thrifty’s
25 and Legendary’s locations; (c) the privacy policy on therealworldportal.com states that “The
26 Real World is distributed on behalf of New Era Learning LLC by: Thrifty Consulting LLC,”
27 confirming that Thrifty acts as New Era’s agent for U.S. distribution; (d) every consumer-facing
28 website associated with The Real World identifies both Thrifty and Legendary as “distribution
partners” in the footer, meaning that every consumer who purchases a Real World subscription

1 — including Plaintiff — transacts through an ecosystem in which Thrifty and Legendary are
2 prominently identified as the entities distributing the service; and (e) upon information and
3 belief, Thrifty and Legendary share common ownership, control, or management with New Era,
4 as evidenced by the BBB’s identification of them as New Era’s own alternate names, the use of
5 New Era’s only business addresses, and the absence of any publicly identified officer, director,
6 or principal of Thrifty or Legendary who is independent of the New Era enterprise. The
7 hackathon was structured as an extension of this integrated enterprise. The Real World was
8 designated as a “Main Sponsor” of the hackathon, with its logo hosted on the fundraiser.com
9 server. (*See* Exhibit L.) The hackathon’s competition rounds — “Undergrad (Hustlers Round),”
10 “Graduate,” and “PhD” — directly mirror The Real World’s membership tier structure. The
11 depth of New Era’s integration into the broader fundraiser.com ecosystem is further evidenced
12 by the investment application page at fundraiser.com/apply — a page unrelated to hackathon
13 project submission — which bore a “THE REAL WORLD STUDENT EXCLUSIVE PERIOD”
14 banner, required a “Real World Username,” and directed its users: “After Submitting You Will
15 Be Required To Log Into The Real World To Verify Identity.” (*See* Exhibit F.) That identity
16 verification through New Era’s platform was embedded within the fundraiser.com ecosystem
17 confirms that New Era authorized and facilitated the integration of its platform throughout
18 Defendants’ operations. Because Thrifty and Legendary are the U.S. entities through which New
19 Era distributes the platform designated as “Main Sponsor,” and because they are identified by
20 the BBB as alternate business names of the same enterprise, Thrifty and Legendary are liable for
the enterprise’s obligations on the same basis as New Era itself.

21 6a. In addition, The Real World was listed as a “Main Sponsor” of the hackathon, with
22 its logo (filename: therealworld.png) physically hosted on the fundraiser.com server. (*See*
23 Exhibit L.) The apply page banner advertised a “THE REAL WORLD STUDENT EXCLUSIVE
24 PERIOD,” indicating that New Era directed its subscriber base to participate in the hackathon
25 and restricted at least one phase of the contest to New Era’s paying subscribers. (*See* Exhibit F;
26 Wayback Machine capture, Sep. 27, 2024.) The hackathon’s competition rounds — “Undergrad
27 (Hustlers Round),” “Graduate,” and “PhD” — directly mirror The Real World’s membership tier
28 structure (formerly branded “Hustlers University”), further demonstrating that the contest was

1 designed in coordination with New Era’s commercial platform. (*See* Exhibit C.) Additionally,
2 the page at fundraiser.com/apply displayed live purchase notifications for The Real World
3 subscriptions (e.g., “[Name] from [Country] has purchased The Real World”), confirming that
4 the hackathon ecosystem’s infrastructure was commercially integrated with New Era’s
5 subscription sales pipeline. (*See* Exhibit F.)

6 7. DOE DEFENDANT 1 is the entity — whose true name, legal form, and state or
7 country of organization are presently unknown to Plaintiff — that owns, operates, or controls the
8 website fundraiser.com, the subdomain deck.fundraiser.com, and the verified X/Twitter account
9 @fundraiser_com (joined January 2025; approximately 1,400 followers). Doe Defendant 1
10 directly administered the Hackathon: it published all contest rules and prize terms, operated the
11 hackathon submission page at fundraiser.com/hackathon — which routed project submissions to
12 a Google Form — and the investment application page at fundraiser.com/apply, hosted the
13 project showcase at fundraiser.com/hackathon/showcase, and displayed submitted projects
14 including Plaintiff’s “Bangchain.” The domain fundraiser.com is registered through GoDaddy
15 with WHOIS privacy enabled via Domains By Proxy, LLC; no terms of service, privacy policy,
16 or legal entity disclosure appears on the website. Upon information and belief, based on: (a) the
17 WHOIS privacy registration through a proxy service consistent with foreign operators; (b) the
18 shared DNS and mail infrastructure with domains associated with Tate, a United Kingdom
19 citizen; (c) the absence of any U.S. entity disclosure on the website; and (d) the personal
20 branding of the platform around a foreign national’s identity — Doe Defendant 1 is owned,
21 controlled, or operated by persons who are citizens or subjects of foreign states, none of whom
22 is a citizen of Nevada. In the alternative, pursuant to FRCP 8(d)(2), if the entity operating
23 fundraiser.com is one or more of the named Defendants or an unincorporated division thereof,
24 liability for the operation of the hackathon platform is alleged against that Defendant or those
25 Defendants. The precise corporate form and identity of the entity or entities controlling
26 fundraiser.com are matters within Defendants’ exclusive knowledge and control — no terms of
27 service, privacy policy, or legal entity disclosure appears anywhere on the website — and
28 Plaintiff is entitled to plead in the alternative pending discovery. Plaintiff will seek leave to

1 amend this Complaint to identify Doe Defendant 1's precise legal name and form upon
2 completion of targeted discovery. (*See* Exhibits A, E, F, G.)

3 8. Technical infrastructure analysis supports the inference that New Era and Doe
4 Defendant 1 are part of a unified enterprise. The domains fundraiser.com, university.com
5 (operated by New Era), and cobratate.com resolve to the same Cloudflare nameserver pair
6 (bob.ns.cloudflare.com and heidi.ns.cloudflare.com), which, upon information and belief,
7 Cloudflare assigns at the account level. (*See* Exhibit R.) Three of the four domains —
8 fundraiser.com, university.com, and jointherealworld.com (New Era's marketing domain) —
9 point to the same Zoho mail servers (mx.zoho.com, mx2.zoho.com, mx3.zoho.com), and the
10 fourth — cobratate.com — authorizes Zoho to send email on its behalf through SPF records.
11 New Era's mail infrastructure at therealworld.ag is explicitly authorized via SPF DNS records to
12 send email on behalf of university.com, cobratate.com, and jointherealworld.com.
13 Fundraiser.com and jointherealworld.com are both hosted on Vercel's platform. These shared
14 infrastructure elements — common DNS management, shared mail infrastructure with cross-
15 domain SPF authorization, identical email providers, and common web hosting — support a
16 plausible inference that New Era and the entity operating fundraiser.com are part of a single
17 enterprise operating under common control.

18 9. DOE DEFENDANTS 2 through 10 are individuals and entities whose true names
19 and capacities are presently unknown to Plaintiff. Plaintiff is informed and believes that each
20 Doe Defendant participated in organizing, funding, promoting, or administering the Hackathon
21 and is therefore liable for the acts and omissions alleged in this Complaint. Plaintiff will seek
22 leave to amend this Complaint to state their true names and capacities when ascertained.

23 10. Upon information and belief, Tate, New Era, Thrifty, Legendary, and Doe
24 Defendant 1 operated the Hackathon as a joint venture or integrated enterprise. The following
25 facts support this inference: (a) shared DNS infrastructure — fundraiser.com and university.com
26 (New Era) resolve to the same Cloudflare nameserver pair, indicating a single administrative
27 account; (b) shared mail infrastructure — three of the four core domains share the same Zoho
28 mail servers, the fourth authorizes Zoho via SPF, and New Era's mail servers at therealworld.ag
are authorized via SPF records to send email on behalf of university.com, cobratate.com, and

1 jointherealworld.com; (c) cross-platform integration — the fundraiser.com/apply investment
2 page within the hackathon ecosystem required identity verification through New Era’s platform
3 and a “Real World Username,” and the hackathon listed The Real World as “Main Sponsor”; (d)
4 shared branding — the hackathon was structured around New Era’s product hierarchy (“Hustlers
5 Round,” “Graduate,” “PhD”) and the personal brand of New Era’s CEO; (e) mutual commercial
6 benefit — New Era received subscriber engagement and new registrations, while Doe Defendant
7 1 received contest content and promotional value; and (f) common management — New Era’s
8 CEO personally promoted the hackathon and the hackathon uses his personal brand trademarks.
9 These facts satisfy the integrated enterprise test applied by courts in this Circuit, which
10 considers interrelation of operations, common management, centralized control, and common
11 ownership. *See Laird v. Capital Cities/ABC, Inc.*, 68 Cal. App. 4th 727, 737 (1998); *In re*
12 *Cathode Ray Tube Antitrust Litig.*, 911 F. Supp. 2d 857, 871 (N.D. Cal. 2012). Upon information
13 and belief, each Defendant authorized, facilitated, or benefited from the acts and omissions of
14 each other Defendant as set forth herein. In addition: (g) Thrifty and Legendary are identified on
15 every consumer-facing website associated with New Era as the “distribution partners” for “The
16 Real World,” and the BBB profile for New Era Learning LLC lists “Thrifty Consulting LLC”
17 and “Legendary Courses, Inc” as alternate business names — not as independent entities —
18 indicating that Thrifty, Legendary, and New Era operate as a single commercial enterprise; and
19 (h) Tate is the sole identified executive of New Era and personally promoted the hackathon,
20 coordinated communications with Issa regarding a cryptocurrency token that an unknown third
21 party had minted bearing the name of a hackathon participant’s showcased project (*see*
22 Paragraph 44(m)), publicly endorsed a hackathon project as “perfect for the average crypto
23 trader” on X/Twitter on January 31, 2025 (*see* Exhibit W), and directed his brand and personal
24 influence to drive the contest, demonstrating that the hackathon was an extension of the Tate-
New Era-Thrifty-Legendary enterprise.

25 ***Defendants’ Collective Operation and Control of the Platform***

26 10a. Defendants collectively owned, operated, controlled, managed, directed, or
27 materially participated in the operation of the fundraiser.com hackathon platform, the related
28

1 promotional ecosystem, and the Hackathon. The following publicly observable facts
2 demonstrate that Defendants held themselves out to consumers as the operators of the platform
3 ecosystem: (a) Defendant New Era’s Terms of Service, Privacy Policy, and website footers on
4 jointherealworld.com, university.com, therealworldapp.com, and joinonlineuniversity.com each
5 state that the platform is “Owned and Managed by New Era Learning LLC” (*see* Exhibit Q); (b)
6 the privacy policy on therealworldportal.com states: “The Real World is distributed on behalf of
7 New Era Learning LLC by: Thrifty Consulting LLC” (*see* ¶ 5b); (c) every consumer-facing
8 website associated with The Real World identifies both Thrifty and Legendary as “distribution
9 partners” (*see* ¶¶ 5b, 5c); (d) the BBB profile for New Era Learning LLC lists “Thrifty
10 Consulting LLC” and “Legendary Courses, Inc” as alternate business names — not as
11 independent third-party partners — and lists the addresses of Thrifty (800 North State Street)
12 and Legendary (221 North Broad Street) as the only U.S. business locations for New Era (*see* ¶
13 5a); (e) Defendant Tate, identified by a UK court ruling and by New Era’s authorized marketing
14 partner as CEO of New Era, personally promoted the hackathon on social media and personally
15 coordinated promotional activity around a cryptocurrency token that an unknown third party had
16 minted bearing the name of a hackathon participant’s showcased project (*see* Paragraph 44(m)),
17 and publicly endorsed that project as “perfect for the average crypto trader” (*see* ¶¶ 5, 44(h)–(k),
18 44(o); Exhibit W); (f) the domain fundraiser.com — which hosted the hackathon — shares DNS
19 infrastructure, mail infrastructure, web hosting platform, and domain registrar with domains
20 operated by New Era, supporting the inference that all domains are controlled through a single
21 administrative account (*see* ¶¶ 8, 10); and (g) no terms of service, privacy policy, corporate
22 disclosure, or legal entity identification appears anywhere on fundraiser.com, preventing
23 Plaintiff and all other participants from identifying the formal operator of the platform through
24 publicly available information. The precise corporate structure, ownership chain, and internal
25 allocation of control among Defendants over the fundraiser.com platform and the Hackathon are
26 matters within Defendants’ exclusive knowledge and control and are not publicly disclosed.

26 10b. Plaintiff alleges, in the alternative pursuant to FRCP 8(d)(2) and 8(d)(3), that: (a)
27 the entity operating fundraiser.com is Defendant New Era, acting through Doe Defendant 1 as a
28 trade name, d/b/a, or unincorporated division; or (b) the entity operating fundraiser.com is

1 Defendant Tate, acting personally or through an unregistered entity; or (c) the entity operating
2 fundraiser.com is a separate legal entity controlled by Tate and/or New Era that has not been
3 publicly identified, in which case that entity is included among Doe Defendants 1 through 10
4 and Plaintiff will seek leave to amend upon discovery of its identity. To the extent that any
5 named Defendant is later determined not to be the formal operator of the platform, liability is
6 alleged in the alternative against the remaining Defendants who participated in, controlled, or
7 materially benefited from the scheme. To the extent that any Defendant named in this Complaint
8 is later determined not to be a formally registered legal entity, or to be an alias, trade name, or
9 d/b/a used by another Defendant, the natural persons and entities that conducted business, made
10 representations, and incurred obligations under that name remain liable for those obligations. An
11 entity that holds itself out to the public as a business, enters contracts, collects personal data, and
12 makes representations to consumers under a specific name is subject to suit under that name
13 regardless of its formal registration status. *See* NRS 602.010 (persons transacting business under
14 assumed name subject to suit under that name); *see also Klamath-Lake Pharm. Ass'n v. Klamath*
15 *Med. Serv. Bureau*, 701 F.2d 1276, 1283 (9th Cir. 1983) (unincorporated association may be
16 sued as an entity).

17 JURISDICTION AND VENUE

18 11. **Subject-Matter Jurisdiction.** This Court has subject-matter jurisdiction under 28
19 U.S.C. § 1332(a)(2) (diversity of citizenship). Plaintiff is a citizen of the State of Nevada.
20 Defendant Tate is a citizen of the United Kingdom, a foreign state, for purposes of 28 U.S.C. §
21 1332(a)(2). Defendant New Era is, upon information and belief, a citizen of a foreign state
22 because its controlling member, Tate, is a citizen of the United Kingdom, and no member of
23 New Era is a citizen of Nevada. *See Johnson v. Columbia Properties Anchorage, LP*, 437 F.3d
24 894, 899 (9th Cir. 2006) (LLC's citizenship is determined by the citizenship of each of its
25 members). In the alternative, if New Era was never formally organized, it is an unincorporated
26 association whose principals — including Tate — are citizens of foreign states. Defendant
27 Thrifty is a Delaware LLC; upon information and belief, its members are citizens of foreign
28 states and none is a citizen of Nevada. Defendant Legendary is, upon information and belief, a

1 Delaware corporation; upon information and belief, it is a citizen of Delaware and none of its
2 principals is a citizen of Nevada. Upon information and belief, Doe Defendant 1 is an entity
3 whose members or principals are citizens or subjects of foreign states, none of whom is a citizen
4 of Nevada. No Defendant is a citizen of Nevada. Complete diversity of citizenship exists
5 between Plaintiff and all Defendants.

6 12. The amount in controversy exceeds \$75,000, exclusive of interest and costs. The
7 Hackathon advertised a prize pool of over \$1,000,000, with the grand prize alone valued at
8 \$500,000. Plaintiff invested approximately 200 hours over several weeks developing and
9 submitting Bangchain, including time spent on artificial intelligence development, pitch deck
10 preparation, and Solana blockchain integration. At the prevailing market rate for freelance AI
11 development services of approximately \$150 per hour — a conservative estimate consistent with
12 published industry surveys for AI and machine learning freelance developers — Plaintiff's
13 reliance damages alone are approximately \$30,000. When combined with treble damages
14 available under NRS 598.0963(2) for willful deceptive trade practices, Plaintiff's damages
15 exceed \$75,000. Plaintiff seeks compensatory damages, reliance damages, restitution, and treble
16 damages under NRS 598.0963 exceeding the jurisdictional threshold.

17 13. **Personal Jurisdiction.** This Court has specific personal jurisdiction over each
18 Defendant under Nevada's long-arm statute, NRS 14.065, which extends jurisdiction to the full
19 extent permitted by the Due Process Clause. Defendants are subject to personal jurisdiction in
20 Nevada because:

- 21 a. Defendant Tate personally directed promotional activity into Nevada by: (i) posting
22 a promotional video for the hackathon on the X platform on January 13, 2025, which
23 was directed at Tate's follower base and at The Real World's subscriber base — a
24 consumer audience that includes Nevada residents, including Plaintiff — and which was
25 viewed by Plaintiff in Nevada. The video's explicit purpose was to drive viewers to
26 fundraiser.com to participate in the hackathon, which was structured as an extension of
27 Defendants' Real World ecosystem; Tate thus directed commercial promotional activity
28 at a consumer base he knew included Nevada residents, not merely at the internet
generally; (ii) personally sending a direct message via X/Twitter on January 30, 2025 to

1 Bryan Mitchell (Plaintiff's brother), who was located in Nevada at the time. Tate knew
2 or had reason to know that Bryan Mitchell was located in Nevada based on multiple
3 independent sources of information: (A) Plaintiff Anthony Mitchell was a paying
4 subscriber to The Real World, and upon information and belief, The Real World's
5 subscriber registration records — accessible to Tate as CEO of New Era — contained
6 Plaintiff's Nevada address and contact information, establishing Tate's access to data
7 linking the Mitchell family to Nevada; (B) Bryan Mitchell's X/Twitter account
8 @prince_of_fakes, which Tate necessarily reviewed before sending the direct message
9 (Tate identified Bryan Mitchell by name and selected him for contact in connection with
10 a specific hackathon submission), contained publicly available information from which
11 Bryan Mitchell's Nevada location was ascertainable; (C) Tate's DM to Bryan Mitchell
12 referenced "Head of hackathon wants to reach out" in connection with a project
13 displayed on the hackathon showcase page — the showcase page itself displayed project
14 information submitted through the Google Form, which collected contact information
15 from participants, providing Defendants with data linking the project's participants to
16 their physical locations; and (D) Issa, the individual Tate directed to contact Bryan
17 Mitchell within minutes of Tate's DM, told Bryan Mitchell that "andrew told me to text
18 you" and that his project would be added to the showcase — confirming that Tate had
19 personally reviewed and selected this specific participant for contact, a process that
20 necessarily involved reviewing participant-identifying information. Tate's direct,
21 personal initiation of this communication with a known Nevada resident — not a random
22 social media interaction but a targeted, purposeful outreach to a specific individual
23 regarding a specific hackathon submission — constitutes purposeful direction of activity
24 into the forum state. This is distinguishable from *Walden v. Fiore*, 571 U.S. 277 (2014),
25 because Plaintiff is not the sole link to Nevada: Tate's contacts include (1) the personal
26 DM to a known Nevada resident, (2) Tate's role as CEO of New Era, which collects
27 subscription revenue from Nevada consumers including Plaintiff, (3) the continued
28 display of a Nevada resident's project on Defendants' commercial platform for over
twelve months, and (4) Tate's public endorsement of a hackathon project to 71,400

1 viewers after receiving a response from a Nevada resident, with knowledge that the
2 project and its participants were connected to Nevada. These are Tate’s own contacts
3 with the forum, not contacts manufactured solely by the unilateral activity of the
4 plaintiff; (iii) publicly replying on X/Twitter on January 31, 2025 to Bryan Mitchell’s
5 post featuring the hackathon showcase page, endorsing a hackathon project as “perfect
6 for the average crypto trader,” a post that received 71,400 views, 488 likes, and 84
7 retweets, thereby directing promotional activity into the forum through his personal
8 platform (*see* Exhibit W) — Tate posted this endorsement after receiving Bryan
9 Mitchell’s response from Nevada, and thus knew or had reason to know that the project
10 and its promoters were connected to Nevada; moreover, Tate’s personal initiation of the
11 DM to Bryan Mitchell — whom Tate identified by name and selected for contact in
12 connection with a hackathon submission displayed on Defendants’ own showcase page
13 — demonstrates that Tate had reviewed the showcase and identified the project’s
14 participants, including their connection to the forum state; (iv) serving as CEO of
15 Defendant New Era, which operates a nationwide subscription platform that has paying
16 subscribers in Nevada, including Plaintiff, a Nevada resident who purchased a
17 subscription to The Real World in connection with the hackathon; and (v) committing
18 intentional tortious acts whose effects were felt in Nevada: Plaintiff, a known Nevada
19 resident, suffered the economic injury of his fraudulently induced development labor,
20 out-of-pocket costs, and denied prizes in Nevada. Under the *Calder* effects test, Tate’s
21 conduct was (a) intentional, (b) aimed at the forum state through direct communications
22 with a known Nevada resident and promotional activity arising from those
23 communications, and (c) caused harm felt primarily in Nevada. *See Calder v. Jones*, 465
U.S. 783 (1984);

24 b. Defendant New Era designated its platform The Real World as “Main Sponsor” of
25 the hackathon, directed its own subscribers to participate through the “Student Exclusive
26 Period,” structured the hackathon’s competition rounds around its own membership tiers,
27 and collected subscription revenue from Plaintiff, a Nevada resident who purchased a
28 Real World subscription in connection with the hackathon from North Las Vegas,

1 Nevada. By sponsoring, structuring, and commercially benefiting from the hackathon —
2 and by affirmatively directing its subscriber base, including Nevada subscribers, to
3 participate — New Era purposefully directed its activities into Nevada and established
4 minimum contacts with Plaintiff;

5 c. Defendants Thrifty and Legendary, as the entities through which New Era’s platform
6 “The Real World” is distributed to U.S. consumers — including Nevada residents —
7 purposefully directed their commercial activities into Nevada. The privacy policy on
8 therealworldportal.com states: “The Real World is distributed on behalf of New Era
9 Learning LLC by: Thrifty Consulting LLC.” (See ¶ 5b.) Every consumer-facing website
10 operated by the enterprise identifies Thrifty and Legendary as the distribution partners
11 for the platform, and the BBB profile for the enterprise lists both entities’ addresses as
12 the primary business locations. Because New Era has subscribers in all fifty states
13 including Nevada (¶ 13(h) below), Thrifty and Legendary — as the entities distributing
14 the platform “on behalf of” New Era to U.S. consumers — necessarily direct their
15 commercial distribution activities into Nevada. Upon information and belief, Thrifty and
16 Legendary process subscription payments from Nevada residents and participate in the
17 distribution of the platform designated as the hackathon’s “Main Sponsor” and integrated
18 throughout the fundraiser.com ecosystem, including through identity-verification
19 requirements on the investment application page at fundraiser.com/apply;

20 d. Defendants directed their contest offer — including specific prize representations
21 totaling over \$1,000,000 — into Nevada via their website and social media, knowing or
22 having reason to know that participants nationwide, including in Nevada, would receive
23 and rely on those representations;

24 e. Defendants entered into a contractual relationship with Plaintiff, a citizen of Nevada,
25 by accepting Plaintiff’s hackathon submission through their online portal and displaying
26 Plaintiff’s project “Bangchain” on their showcase page, thereby purposefully availing
27 themselves of the privilege of conducting activities in Nevada;

28 f. Defendants committed intentional tortious acts — including fraudulent
misrepresentation — that were directed at and caused injury to Plaintiff in Nevada.

1 Under the *Calder* effects test, Defendants’ conduct was intentional, aimed at a known
2 Nevada resident, and caused harm felt primarily in Nevada. *See Calder v. Jones*, 465
3 U.S. 783 (1984);

4 g. Plaintiff’s claims arise directly out of Defendants’ forum-directed contacts — the
5 contest representations received in Nevada, the subscription revenue collected from a
6 Nevada consumer, the submission accepted from Nevada, and the injury suffered in
7 Nevada. Under *Ford Motor Co. v. Montana Eighth Judicial Dist. Court*, 592 U.S. 351,
8 362 (2021), specific jurisdiction exists when there is an “affiliation between the forum
9 and the underlying controversy, principally, [an] activity or an occurrence that takes
10 place in the forum State.” *Ford* rejected the requirement that a plaintiff’s specific claim
11 must arise out of the defendant’s forum contacts in a strict but-for sense; instead, it is
12 sufficient that the claim “relate[s] to” the defendant’s contacts with the forum. *Id.* at 362.
13 Here, Defendants’ contacts with Nevada are extensive and directly related to Plaintiff’s
14 claims: Defendants (a) operated a nationwide subscription platform that collected
15 recurring revenue from Nevada consumers, including Plaintiff, who paid approximately
16 \$49.99 per month from Nevada; (b) directed the hackathon contest offer into Nevada
17 through the internet and social media, knowing that their subscriber base included
18 Nevada residents; (c) accepted Plaintiff’s hackathon submission from Nevada and
19 displayed the resulting project on their commercial platform for over twelve months; (d)
20 through Tate, personally initiated a direct message to a known Nevada resident (Bryan
21 Mitchell) regarding a hackathon submission, and the following day publicly endorsed the
22 submission to 71,400 viewers; and (e) collected Plaintiff’s personal data and subscription
23 payment from Nevada through their integrated commercial ecosystem. Plaintiff’s claims
24 for breach of the contest contract, fraud, and NDTPA violations “relate to” each of these
25 Nevada-directed activities within the meaning of *Ford*; and

26 h. Upon information and belief, Defendant New Era has subscribers and paying
27 customers in all fifty states, including Nevada, as The Real World is marketed and sold
28 nationwide through online advertising without geographic restriction. New Era directed
the “Student Exclusive Period” promotion to all of its subscribers, including those in

1 Nevada, affirmatively channeling its Nevada customer base into the hackathon. By
2 directing its subscribers — including its Nevada subscribers — to participate in the
3 hackathon, New Era purposefully directed commercial activity into the forum state.

4 14. **Forum-Selection Clause Inapplicability.** Any forum-selection or choice-of-law
5 clause contained in Defendant New Era’s Terms of Service for The Real World platform does
6 not govern Plaintiff’s claims. Plaintiff’s claims arise from the Hackathon — a prize contest
7 operated through the website fundraiser.com, which is a separate website with no terms of
8 service, no privacy policy, and no legal entity disclosure of any kind. The Real World’s Terms of
9 Service govern the use of that subscription platform; they do not govern third-party prize
10 contests operated on separate domains. The hackathon offer was published on fundraiser.com,
11 the submission was made through fundraiser.com/hackathon via a Google Form hosted at
12 docs.google.com, the project was displayed on fundraiser.com/hackathon/showcase, and the
13 prizes were advertised on fundraiser.com/hackathon. No term of The Real World’s Terms of
14 Service purports to govern prize contests operated on third-party websites, and no reasonable
15 construction of a platform’s subscription agreement extends its forum-selection clause to
16 disputes arising from an independent contest hosted on a different domain. Moreover, as set
17 forth in Paragraph 5a, New Era maintains contradictory forum-selection clauses across its own
18 websites — specifying Delaware courts on therealworldapp.com, United Arab Emirates law on
19 neweralearning.net, and “the laws of Delaware and US for US persons, and the laws of Poland
20 for non-US persons” on therealworldeducation.com — undermining any claim that a single,
21 enforceable forum-selection clause governs these claims.

22 14a. **Venue.** Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a
23 substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this
24 District. Specifically: (a) Plaintiff received Defendants’ contest offer and prize representations
25 while located in North Las Vegas, Nevada; (b) Plaintiff relied on those representations in
26 Nevada; (c) Plaintiff developed the Bangchain project and prepared submission materials while
27 located in Nevada; (d) Plaintiff submitted the project through Defendants’ hackathon page while
28 located in Nevada; (e) Plaintiff suffered economic injury — including the loss of development
time, opportunity costs, and the denial of promised prizes — in Nevada.

PLAINTIFF'S STANDING

15. Plaintiff has standing to bring this action. Plaintiff suffered a concrete, particularized injury (described in Paragraphs 16–18 below) that is fairly traceable to Defendants' conduct (Paragraph 19) and redressable by this Court (Paragraph 20).

16. Plaintiff personally developed and submitted a qualifying artificial intelligence project titled "Bangchain" to the Hackathon before the February 15, 2025 deadline. In reliance on Defendants' published prize representations, Plaintiff invested substantial time, labor, and resources developing Bangchain and preparing a pitch deck — resources Plaintiff would not have expended but for Defendants' contest promises. Plaintiff's submission was received by Defendants and is displayed as the first-listed project on the official hackathon showcase page at fundraiser.com/hackathon/showcase, confirming Defendants' receipt and public use of Plaintiff's work. (*See* Exhibit G.)

17. Plaintiff reasonably expected that Defendants would conduct the announced judging process and award prizes in accordance with the published terms. Plaintiff's expectation was based on: (a) the specificity of the prize amounts (enumerated dollar values for each category); (b) the detailed judging criteria; (c) the professional appearance and operation of the contest website; (d) the promotion by a verified social media account; (e) the listing of named sponsors including Defendants' platform The Real World; and (f) Defendant Tate's personal pledge that "I'll be sponsoring everything myself."

18. Plaintiff suffered economic injury when Defendants failed to conduct any judging process, failed to announce any winners, and failed to pay any prizes. Plaintiff's injury includes: (a) lost prize opportunity — Plaintiff was deprived of the chance to compete for prizes valued at up to \$500,000 in a contest with only two genuine submissions displayed on the showcase page, meaning Plaintiff was among a minimal field of eligible competitors; (b) reliance damages — the value of approximately 200 hours of time, labor, and direct development costs (including cloud computing, development tools, and Solana integration resources) that Plaintiff invested in creating and submitting Bangchain, which Plaintiff would have directed to other productive endeavors; (c) opportunity costs — freelance AI development work that Plaintiff declined during

1 the contest period; (d) personal data provided to Defendants’ commercial ecosystem under false
2 pretenses; (e) the cost of a paid subscription to The Real World (approximately \$49.99 per
3 month) that Plaintiff purchased in connection with the hackathon; and (f) unauthorized
4 commercial exploitation — Defendants have displayed Plaintiff’s project Bangchain as the first-
5 listed entry on the showcase page continuously from on or about January 30, 2025 through the
6 date of filing of this Complaint — a period of more than twelve months — using Plaintiff’s
7 work as promotional marketing content for the hackathon platform without compensation.

8 19. Plaintiff’s injury is fairly traceable to Defendants’ conduct: Defendants published
9 the contest offer that induced Plaintiff’s participation, accepted Plaintiff’s submission, displayed
10 Plaintiff’s project on their showcase page for more than twelve months as promotional content,
11 and failed to perform their obligations. Defendant New Era facilitated the scheme by serving as
12 the hackathon’s designated “Main Sponsor,” directing its subscribers to participate, and
13 commercially benefiting from the hackathon-driven subscriber engagement.

14 20. Plaintiff’s injury is redressable by this Court through an award of compensatory
15 damages, restitution, treble damages under NRS 598.0963, and other relief.

16 **FACTUAL ALLEGATIONS**

17 ***A. Defendants’ Promotion of the Hackathon***

18 21. On or about January 16, 2025, the verified X/Twitter account @fundraiser_com —
19 operated by Doe Defendant 1 — publicly announced the Hackathon, describing it as a
20 “\$1,000,000 prize pool (the largest Solana AI hackathon)” running from “January 15th - 30th.”
21 (See Exhibit E.)

22 21a. On or about January 12, 2025, Emory Andrew Tate III personally posted on the X
23 platform: “ALL YOU NEED TO GET STARTED: fundraiser.com/hackathon
24 deck.fundraiser.com discord.gg/fundraiser” (399,000 views, 63 retweets, 759 likes). The
25 following day, Tate replied to his own post: “Community note is correct, this hackathon is run
26 from Fundraiser.com’s treasury and is not affiliated with the Solana foundation.” (132,000
27 views, 30 retweets, 566 likes.) (See Exhibit AA.) By this reply, Tate personally acknowledged
28

1 that the hackathon was not affiliated with the Solana Foundation — yet continued to promote
2 the contest and did not withdraw or correct the unauthorized Solana branding that remained on
3 the fundraiser.com website. Also on January 12, 2025, a Telegram channel titled “AI-G
4 Hackathon” was created (128 subscribers), with its first message linking to Tate’s X post. (*See*
5 Exhibit AB.)

6 22. On or about January 13, 2025, Andrew Tate — the Chief Executive Officer of
7 Defendant New Era — personally posted a promotional video for the Hackathon on the X
8 platform (accessible at x.com/Cobratate/status/1878595249825828998). In this video, Tate
9 displayed the logo of the Solana Foundation at approximately the five-second mark, conveying
10 the false impression that the Solana Foundation was an official partner of the hackathon. (*See*
11 Exhibit V — Transcription of Tate’s Promotional Video.)

12 22a. In the promotional video, Tate made the following material representations in his
13 own words: (a) “I decided to put together this hackathon — unprecedented, never done before
14 — over a million dollars in prizes”; (b) “I’ll be sponsoring everything myself via
15 fundraiser.com”; (c) “I have access to the top venture capital firms, I have access to celebrities”;
16 (d) “the Real World token is launching once we have SEC approval”; and (e) “the hackathon
17 begins in three days and will last for two weeks.” (*See* Exhibit V.) By personally claiming “I
18 decided to put together this hackathon” and “I’ll be sponsoring everything myself,” Tate
19 represented to his millions of followers that he personally conceived, organized, and funded the
20 contest — representations that were false or made with reckless disregard for their truth, given
21 that the G DAO Treasury Wallet ultimately held less than two percent of the advertised prize
pool and no prizes were ever awarded.

22 23. On January 13, 2025, Akshay BD, the Chief Marketing Officer of the Solana
23 Foundation, responded publicly on X, stating: “FYI: The Solana Foundation has nothing to do
24 with this. Be careful, DYOR etc.” The Solana Foundation confirmed it had no partnership,
25 sponsorship, or association of any kind with the hackathon, and that its logo had been used
26 without authorization. (*See* Exhibit H.)

27 24. Despite the Solana Foundation’s public denial — issued before the hackathon’s
28 January 15 launch date — Defendants launched and continued to operate the Hackathon without

1 correcting the false association or withdrawing the unauthorized branding. Internet Archive
2 Wayback Machine captures confirm that the hackathon page at fundraiser.com/hackathon
3 displayed the Solana Foundation logo on January 12, 2025, and that this logo was only removed
4 after the Foundation's public denial. (*See* Exhibit P.)

5 ***B. The Contest Terms***

6
7 25. Defendants, through the website fundraiser.com/hackathon, published detailed
8 contest terms that constituted the hackathon offer. (*See* Exhibit A.) These terms included the
9 following material representations:

10 26. **Prize Pool.** Defendants represented that the total prize pool was “[o]ver 1 million
11 dollars” and “\$1M+ in prizes.” Defendants specified individual prize amounts as follows:

12 a. **Main Prize Pool — \$800,000:** Top G Grand Prize: \$500,000, “[f]or the most
13 dominant, impactful project”; The Matrix Breaker Award: \$100,000, “[f]or disruptive
14 ideas breaking conventional boundaries”; Hustler's Runner Up Prize: \$200,000,
15 “[r]ewarding near-perfection and relentless effort.”

16 b. **Tracks Prize Pool — \$150,000** across four categories: AI GameFi, Ponzi
17 Innovation, Most Innovative, and Most G (“certified by Top G himself”).

18 c. **Special Awards — \$100,000** across four categories: Most Censored Product,
19 Hustler's Tool, Concierge/Planning Tool, and Trench Scanner Tool.

20 d. **Additional Incentives — \$50,000** for Early Bird Submission Rewards and
21 Participation Grants. (*See* Exhibit B.)

22 27. **Judging Criteria.** Defendants specified that projects would be evaluated based on
23 “[a] variety of factors including product demo and pitch, business viability, AI models used,
24 Solana integrations, potential impact, traction and marketing and innovation (bonus for
25 integrating sponsor solutions and open-sourcing projects).” (*See* Exhibit C.)

26 28. **Judging Process.** Defendants stated that the hackathon would proceed in three
27 rounds: “Round 1: Undergrad (Hustlers Round): Open submission. Round 2: Graduate: Vetted
28 projects showcased. Round 3: PhD: Winners finalized and featured.”

1 29. **Winner Announcement.** Defendants stated that winners would be announced
2 “[a]pproximately two weeks after the hackathon ends.”

3 30. **Timeline.** The hackathon launched on January 15, 2025, with an original
4 submission deadline of January 30, 2025. The deadline was later extended to February 15, 2025,
5 as reflected in a banner stating: “Extended to Feb 15th. Online hackathon. \$1M+ in prizes.” (*See*
6 Exhibit A.)

7 31. **IP Ownership.** Defendants represented: “It’s 100% yours. You and/or your team
8 retain complete responsibility for your idea and project IP.”

9 32. **Submission Process.** Defendants directed participants to submit hackathon
10 projects through the fundraiser.com/hackathon page, where a “Submit your project” button
11 routed participants to a Google Form hosted at docs.google.com. The Google Form required
12 participants to provide their Project Name, Team Name, primary contact information (Telegram,
13 Twitter, and email), a description of the project, the problem the project solves, details of Solana
14 blockchain integration, AI models and technologies used, and a link to a project demo or
15 prototype. The form included an Intellectual Property Agreement stating: “Do you agree that the
16 project submission remains 100% owned by you or your team?” — to which participants were
17 required to agree. The form also included an Eligibility Confirmation. The Google Form’s
18 header described the contest as “the fundraiser.com/hackathon Solana AI Hackathon” and
19 directed participants to a Telegram channel at t.me/ai_g_hackathon — titled “AI-G Hackathon”
20 — for updates on whether their project was selected. (*See* Exhibits AC, AB.) The Google Form
21 thus collected detailed disclosures of each participant’s intellectual property — including project
22 descriptions, technical architecture, AI implementation details, and links to working prototypes
23 — while representing that participants would retain full ownership of their submissions. (*See*
24 Exhibit Z.) Notably, the Google Form did not require a Real World username, did not include an
25 identity-verification directive, and did not reference The Real World in any field — confirming
26 that the hackathon submission process and the investment application page at
27 fundraiser.com/apply were separate mechanisms within the same ecosystem.

28 32a. **Investment Application Page Within Defendants’ Ecosystem.** Separately,
Defendants operated an investment application page at fundraiser.com/apply within the same

1 hackathon ecosystem. The fundraiser.com/apply page invited users to share their business ideas
2 with Tate in the hope that he would invest, and required users to provide their full name, country
3 of residence, email address, and “The Real World Username,” and to upload a PDF pitch deck.
4 Beneath this form, a warning stated: “After Submitting You Will Be Required To Log Into The
5 Real World To Verify Identity.” (See Exhibit F.) The fundraiser.com/apply page also displayed a
6 “THE REAL WORLD STUDENT EXCLUSIVE PERIOD” banner and live purchase
7 notifications for The Real World subscriptions. The Real World is a paid subscription platform
8 within Defendants’ ecosystem that Defendant New Era holds itself out as operating. At the time
9 of the hackathon, access to The Real World required the creation of a paid account at a cost of
10 approximately \$49.99 per month, billed on a recurring basis until canceled. The
11 fundraiser.com/apply page was part of the same domain and ecosystem as the hackathon, and its
12 identity-verification directive and Real World username requirement demonstrate that New Era’s
13 platform was deeply integrated across the fundraiser.com ecosystem. Together, the Google Form
14 hackathon submission and the fundraiser.com/apply investment application operated as parallel
15 data-collection mechanisms within a single integrated commercial ecosystem, each extracting
16 distinct forms of intellectual property and personal data from participants.

17 ***C. The Scale and Organization of the Contest***

18 33. The Hackathon was not a casual or informal event. It exhibited hallmarks of
19 deliberate commercial organization: (a) a prize pool exceeding \$1,000,000 distributed across
20 more than a dozen defined categories; (b) a dedicated website with professional design,
21 navigation menus, sponsor sections, and FAQ; (c) a separate pitch deck hosted on a subdomain
22 (deck.fundraiser.com/aideck); (d) a hackathon submission page at fundraiser.com/hackathon
23 routing to a Google Form for project submissions, and a separate investment application page at
24 fundraiser.com/apply requiring pitch deck uploads in PDF format; (e) named sponsors including
25 Defendants’ platform The Real World; (f) a three-round judging process with defined criteria;
26 (g) a dedicated project showcase page; and (h) active social media promotion through a verified
27 X/Twitter account. The scale and specificity of this infrastructure reflects a deliberate
28 commercial undertaking. (See Exhibits A through L.)

1 33a. **Scheme Overview.** The structure of the Hackathon, viewed in its totality,
2 operated as an integrated acquisition funnel that extracted economic value from participants at
3 each step while promising — but never delivering — over \$1,000,000 in prizes. At the first
4 stage, Defendants published specific prize representations, detailed judging criteria, and a two-
5 week winner announcement timeline on the fundraiser.com/hackathon website to induce skilled
6 developers to invest weeks of labor creating functional AI projects. At the second stage,
7 participants submitted projects through a Google Form accessible via fundraiser.com/hackathon,
8 providing detailed project descriptions, technical architecture disclosures, AI implementation
9 details, and links to working prototypes. Separately, the investment application page at
10 fundraiser.com/apply — part of the same ecosystem — collected additional intellectual property
11 from applicants, including written business ideas and pitch deck PDFs, while requiring identity
12 verification through Defendants’ paid platform The Real World. Together, these parallel portals
13 delivered project-level and business-level intellectual property and personal identifying
14 information directly to Defendants. At the third stage, submitted projects were displayed on the
15 hackathon showcase page, providing Defendants with a continuously updated portfolio of AI
16 project content that served as promotional marketing material for fundraiser.com’s venture
17 capital platform — which separately advertises a “\$50M fund” with “\$20k - \$1M investment
18 allocation per project” and invites visitors to “Apply For Investment From Andrew Tate & The
19 War Room.” (See Exhibit I.) Through this structure, Defendants obtained: skilled development
20 labor at prevailing market rates; original intellectual property in two forms; promotional project
21 content displayed for over twelve months; and social media engagement expanding the reach of
22 Defendants’ brands — all without funding the prize pool at more than two percent of the
23 advertised amount. The hackathon page publicly displayed a “G DAO Treasury Wallet” as the
24 prize fund repository; on-chain records reveal that this wallet contained less than two percent of
25 the advertised prize pool in liquid assets and has never signed an outgoing transaction. (The full
26 wallet analysis is set forth in Paragraph 44(d).) Defendants thus collected all the benefits of
27 participant performance while the sole identified prize fund held less than two percent of the
28 promised amount and without performing any contest obligations. Each Defendant benefited
 from this funnel: Doe Defendant 1 received project submissions, website traffic, and venture

1 capital platform credibility; New Era received subscriber engagement and brand exposure
2 through its Main Sponsor designation and the “Student Exclusive Period” promotion; Tate’s
3 personal brand trademarks served as the hackathon’s naming convention while his personal
4 promotion drove participation; and Thrifty and Legendary distributed the platform that served as
5 the hackathon’s designated Main Sponsor. (*See* Exhibits A through G, I, L.)

6 ***D. Plaintiff’s Participation (Nevada)***

7
8 34. Plaintiff learned of the Hackathon while located in North Las Vegas, Nevada,
9 through Defendants’ website and social media promotion.

10 35. In reliance on Defendants’ published contest terms — including the specific prize
11 amounts, judging criteria, and winner announcement timeline — Plaintiff, while located in
12 North Las Vegas, Nevada, invested approximately 200 hours over a period of approximately
13 four weeks developing an artificial intelligence project titled “Bangchain.” The contest’s
14 published judging criteria required projects to demonstrate a functional product demo and pitch,
15 business viability, AI model integration, Solana blockchain integrations, and potential impact. To
16 satisfy these requirements, Plaintiff designed, developed, tested, and deployed a working AI
17 application with Solana blockchain functionality. The Bangchain *project* — as distinct from the
18 Bangchain *token* discussed in Paragraph 44(m)–(n) — was an internet-connected AI platform
19 that enabled users to remotely control a physical device over the internet, using cryptocurrency
20 as a payment barrier. Specifically, users could spend approximately 1,000 \$BANGCHAIN
21 tokens (approximately \$15.30 at the token’s all-time high price of \$0.0153) to interact with and
22 test the device’s functionality in a live use case. Approximately five to ten users paid to use the
23 project’s functionality-testing platform with \$BANGCHAIN cryptocurrency during the
24 development and testing period. The project incorporated the \$BANGCHAIN token — which
25 had been independently minted by an unknown third party on January 30, 2025 — as its
26 payment mechanism because the token was associated with the Bangchain project name and had
27 gained market attention following the Tate-Issa promotional activity described in Paragraph
28 44(h)–(k). Plaintiff prepared project presentation materials, including a pitch deck presenting the
project’s technical architecture and business case, to satisfy the contest’s announced judging

1 criteria requiring a “product demo and pitch.” Plaintiff relied on the representations published on
2 the hackathon website itself, which at no time displayed any correction, disclaimer, or notice
3 that the Solana Foundation had denied involvement. Plaintiff incurred direct out-of-pocket costs
4 including cloud computing resources, development tools, and Solana integration resources in
5 developing Bangchain and preparing project presentation materials consistent with the
6 announced judging criteria.

7 36. Prior to the extended deadline of February 15, 2025, while located in North Las
8 Vegas, Nevada, Plaintiff submitted Bangchain through Defendants’ designated hackathon
9 submission process at fundraiser.com/hackathon, which routed to a Google Form where Plaintiff
10 provided the project description, technical details, and a link to the working prototype. (*See*
11 *Exhibit Z.*) Plaintiff had previously subscribed to The Real World for brief periods in
12 approximately November 2022 and March 2024, each time for approximately one month, but
13 both prior subscriptions had lapsed voluntarily after approximately one month each, and
14 Plaintiff had maintained no active subscription for approximately ten months before the
15 hackathon was announced. (*See Exhibit Y.*) The hackathon was the but-for cause of Plaintiff’s
16 January 2025 re-subscription: Plaintiff would not have purchased a new subscription absent the
17 hackathon, as demonstrated by the ten-month lapse during which Plaintiff determined the
18 educational content alone was not worth maintaining a subscription. In connection with the
19 hackathon, Plaintiff purchased a new subscription to The Real World platform at a cost of
20 approximately \$49.99 per month.

21 37. Plaintiff’s submission was timely, made before the extended deadline of February
22 15, 2025.

23 38. But for Defendants’ representations regarding the prize pool and contest terms,
24 Plaintiff would not have invested the time and resources required to develop and submit
25 Bangchain. Plaintiff would have devoted those resources to other productive endeavors,
26 including other hackathons, freelance development work, and independent project development.

27 38a. The Hackathon was structured as an inducement mechanism designed to extract
28 substantial economic value from participants without compensation. The promise of over
\$1,000,000 in prizes served as the inducement that caused Plaintiff to develop Bangchain and

1 caused other developers to create functional AI projects, generate content for Defendants’
2 platform, promote Defendants’ brands through social media engagement, drive traffic to
3 Defendants’ ecosystem, and increase the perceived legitimacy of Defendants’ venture capital
4 and educational platforms. Contrary to any characterization of the contest as “free,” the contest
5 required participants to provide consideration of substantial value: weeks of skilled development
6 labor at the prevailing market rate of approximately \$150 per hour, original intellectual work
7 product submitted for Defendants’ public display, personal data provided to Defendants’
8 commercial ecosystem, and promotional activity that drove traffic and engagement to
9 Defendants’ ecosystem. Each of these forms of consideration conferred direct, measurable
10 economic benefits on Defendants — including twelve months of promotional content displayed
11 on the showcase page and social media engagement that expanded the reach of Defendants’
12 brands. Defendants received the full benefit of Plaintiff’s performance while performing none of
13 their reciprocal obligations.

14 ***E. Defendants’ Complete Failure to Perform***

15 39. The Hackathon submission period closed on February 15, 2025. Under Defendants’
16 own stated terms, winners were to be announced approximately two weeks after the hackathon
17 ended — i.e., on or about March 1, 2025.

18 40. March 1, 2025 passed without any announcement of winners.

19 41. As of March 10, 2025 — approximately three and a half weeks after the
20 submission deadline — Plaintiff reviewed the hackathon website from North Las Vegas, Nevada
21 and confirmed that no winners had been announced. The project showcase page
22 (fundraiser.com/hackathon/showcase) displayed Plaintiff’s submission “Bangchain” as the first-
23 listed project, alongside only one other submission (“BrokieAI”) and seven placeholder entries
24 marked “Coming Soon.” No winners were designated. (*See* Exhibit G.)

25 42. As of the date of this Complaint — more than twelve months after the submission
26 deadline and more than twelve months after the stated winner-announcement date — Defendants
27 have still not announced any winners, conducted the three-round judging process, or paid any
28 portion of the advertised prize pool to any participant.

43. As of the date of this Complaint — more than twelve months after the submission deadline — the hackathon website at fundraiser.com/hackathon remains live and continues to display the prize amounts and contest terms, including the “\$1M+ in prizes” banner, the G DAO Treasury Wallet address, and the full prize pool breakdown. The project showcase page at fundraiser.com/hackathon/showcase continues to display Plaintiff’s Bangchain as the first-listed entry, alongside only one other genuine submission (“BrokieAI”) and seven placeholder entries marked “Coming Soon.” The investment application page at fundraiser.com/apply remains active and continues to require “The Real World” identity verification. Defendants have used Plaintiff’s project as the primary display content on the showcase page for more than twelve months, effectively marketing the quality of contest submissions to visitors without compensating Plaintiff, without conducting any judging, and without fulfilling any contest obligations. Internet Archive Wayback Machine captures confirm that Plaintiff’s Bangchain appeared on the showcase page as early as January 30, 2025. (*See* Exhibits A through G, P.) The hackathon website has remained live with all prize representations intact, no winners announced, and Plaintiff’s project continuously displayed for more than twelve months after the submission deadline. (*See also* Paragraph 44(g).)

F. Additional Circumstances Surrounding the Contest

44. The following facts, taken together, support a strong inference that the Hackathon was operated as a deceptive scheme to generate promotional value and data rather than as a genuine prize contest, and that Defendants lacked both the intent and the capacity to pay the advertised prizes:

- a. Defendants used the Solana Foundation’s logo without authorization to lend credibility to the hackathon. The Foundation publicly denied any involvement on January 13, 2025 — before the hackathon even launched — yet the hackathon proceeded. (*See* Exhibit H.)
- b. More than twelve months have passed since the submission deadline with no winners announced, no judging conducted, and no prizes paid.

1 c. The project showcase page shows only two real submissions — Plaintiff’s
2 Bangchain and one other — alongside seven placeholder entries, suggesting minimal
3 genuine participation and no actual evaluation process. (*See* Exhibit G.)

4 d. The “G DAO Treasury Wallet” published on the hackathon page — Solana
5 blockchain address 55ZBpYaDnpd9QyENdyVrkYWkm76ee15WRnLaKEDwS7Xq —
6 has never signed an outgoing transaction in its entire on-chain history. The wallet’s
7 recorded transactions are all incoming transfers; no SOL, no tokens, and no funds of any
8 kind have ever been sent from this wallet. The wallet’s liquid holdings consist of
9 approximately 0.994 SOL (approximately \$130–\$150) and 16,383.46 USDC — a total of
10 approximately \$16,513 in liquid value, representing less than two percent of the
11 advertised \$1,000,000+ prize pool. The remaining 35 token holdings are composed of 27
12 pump.fun memecoins and 8 unidentified custom tokens, none of which, as of the date of
13 Plaintiff’s review, had an active trading pair or discernible market liquidity. The wallet
14 was first activated on February 4, 2025 — after the hackathon had already launched —
15 and its last activity other than unsolicited inbound token deposits occurred on or about
16 August 3, 2025. No outgoing transactions consistent with prize distributions have been
17 recorded, and the wallet has been completely dormant since August 2025. The G DAO
18 Treasury Wallet was the only prize fund repository identified anywhere on the hackathon
19 website; no other wallet address, bank account, escrow arrangement, or funding
20 mechanism was disclosed to participants. The complete absence of any alternative prize
21 fund, combined with the wallet’s creation eleven days before the submission deadline
22 and its total absence of outgoing transactions, supports the inference that Defendants
23 never allocated funds sufficient to pay the advertised prizes. (*See* Exhibits K, O.)

24 e. The investment application page at fundraiser.com/apply — part of the same
25 ecosystem as the hackathon — required users to provide a “Real World Username” and
26 directed: “After Submitting You Will Be Required To Log Into The Real World To Verify
27 Identity.” This page also displayed a “THE REAL WORLD STUDENT EXCLUSIVE
28 PERIOD” banner, demonstrating that Defendants’ paid subscription platform The Real

1 World (approximately \$49.99 per month) was deeply integrated throughout the
2 fundraiser.com ecosystem. (*See* Exhibit F.)

3 f. The entity operating fundraiser.com markets itself as a venture capital platform
4 claiming a “\$50M fund” with “\$20k - \$1M investment allocation per project.” Despite
5 claiming to operate a \$50M venture capital fund, Doe Defendant 1 failed to fund the
6 \$1,000,000 prize pool, failed to conduct any judging, and failed to award any prizes for
7 more than twelve months. (*See* Exhibit I.)

8 g. More than twelve months after the submission deadline, the hackathon website at
9 fundraiser.com/hackathon remains live, continuing to display all prize representations,
10 the G DAO Treasury Wallet address, the project submission mechanisms, and Plaintiff’s
11 Bangchain as the first-listed showcase entry — yet no winners have been announced, no
12 judging has occurred, and no prizes have been paid. The continued publication of
13 unfulfilled prize promises for over a year is consistent with the website serving an
14 ongoing promotional purpose unrelated to any genuine contest. Because Plaintiff’s
15 Bangchain project shares its name with the Bangchain cryptocurrency token described in
16 Paragraph 44(m), the project’s continued first-position display on the live showcase page
17 keeps public attention directed toward the associated token, providing an ongoing
18 promotional vehicle that sustains market awareness of the cryptocurrency while
19 Defendants never announce winners or pay prizes. (*See* Exhibits A through G, P.)

20 h. On January 30, 2025 — the same day Plaintiff’s Bangchain appeared on the
21 hackathon showcase page — Andrew Tate, CEO of Defendant New Era, sent a direct
22 message to Bryan Mitchell (Plaintiff’s brother) on the X/Twitter platform. Tate’s
23 message stated: “Hey bro,” followed by “Head of hackathon wants to reach out,” and
24 “whats your telegram.” Bryan Mitchell provided his Telegram contact information. Tate
25 then confirmed: “sent you a msg ;).” (*See* Exhibits S, X.) The CEO of Defendant New
26 Era thus personally initiated a chain of communication to the brother of a hackathon
27 participant on the same day that participant’s project was showcased.

28 i. Within minutes of Tate’s X direct message, a Telegram user identified as “Issa”
(associated with the X/Twitter account @issathecooker) contacted Bryan Mitchell on

1 Telegram, stating: “gm,” “i’m issa,” and “andrew told me to text you.” Issa informed
2 Bryan Mitchell that his project would be added to the fundraiser.com hackathon
3 showcase, stating: “You’ve locked your tokens so we will be adding Orifice to the
4 fundraiser.com/hackathon product showcase.” (“Orifice” was an alternate working name
5 used during the development of the Bangchain project.) Issa shared a link to the
6 hackathon page, which at the time still displayed the Solana Foundation logo. Issa
7 identified himself as “x.com/issathecooker,” stated that he “made \$DADDY,” and
8 claimed to have “handled a lot of very successful CTOs.” (*See* Exhibits T, X.)

9 j. Issa then orchestrated a promotional campaign around the Bangchain token,
10 instructing Bryan Mitchell to: (1) “lock up the rest of [his] tokens”; (2) “announce
11 Twitter spaces” and “do a space in 30 minutes”; (3) discuss “the future of orifice AI,
12 what you guys are doing, what you have done”; and (4) create market excitement. Issa
13 stated: “I’ll have Andrew join” the Twitter Space, but instructed: “Don’t say andrew’s
14 gonna join” and “Just let that come naturally.” Issa later provided detailed instructions:
15 “Do the space / Keep recording on / Start space talking about who you are, what this
16 project is / What the future is for your project / Andrew will join mid way through, invite
17 him on, you guys will talk / Then end the space on a high note, make people bullish.”
(*See* Exhibits T, X.)

18 k. Bryan Mitchell proceeded with the Twitter Space announcement as directed. The
19 Space experienced technical difficulties and crashed. A screenshot embedded in the
20 Telegram conversation shows messages from “Tate” to Issa, in which Tate stated: “join
21 his space for 5 mins,” “tell him his product is HARAM,” “yet efficient,” and “it’ll be
22 really funny.” These messages demonstrate that Tate was actively coordinating
23 promotional activity around a cryptocurrency token — minted that same day by an
24 unknown third party bearing the name of a hackathon participant’s showcased project
25 (*see* Paragraph 44(m)) — in real time. (*See* Exhibits T, X.) The following day, January
26 31, 2025, Tate publicly endorsed the Bangchain project on the X/Twitter platform. Bryan
27 Mitchell (@prince_of_fakes) posted a screenshot of the PROJECT SHOWCASE page at
28 fundraiser.com/hackathon/showcase featuring Bangchain as the first-listed project, and

1 Tate (@Cobratate) publicly replied: “This product is perfect for the average crypto trader
2 tbh.” Tate’s reply received 71,400 views, 488 likes, and 84 retweets. (See Exhibits W, X.)
3 Tate’s characterization of a hackathon submission as “perfect for the average crypto
4 trader” — rather than as an AI project submitted for judging — is consistent with the
5 project being promoted as a cryptocurrency trading opportunity rather than evaluated as
6 a hackathon entry.

7 1. Publicly available blockchain data and independent investigations confirm that Issa
8 (@issathecooker) is the verified developer of the “Daddy Tate CTO” (\$DADDY) token
9 on the Solana blockchain. A June 2024 investigation by Bubblemaps — a leading
10 blockchain analytics firm — confirmed that Issa launched \$DADDY on June 9, 2024,
11 and documented that eleven wallets funded through Binance purchased significant
12 \$DADDY supply before Tate’s first promotional tweet, that approximately 40% of the
13 token supply was airdropped to Tate’s public wallet, and that Issa profited over \$400,000
14 from the token while publicly denying any sales. (See Bubblemaps, “Unmasking the
15 Daddy Token,” blog.bubblemaps.io (June 2024).) In January 2025 — the same month as
16 the hackathon and the communications at issue — approximately 80% of \$DADDY’s
17 supply was “rugged” (i.e., liquidated in a coordinated sell-off) after Tate and Issa
18 coordinated a promotional stream. Issa has been publicly documented as participating in
19 the launch and promotion of multiple Tate-associated tokens that followed a pump-and-
20 dump pattern, including \$DADDY, \$G, \$BRUV, and \$RNT.

21 m. The Bangchain AI token on the Solana blockchain (mint address
22 8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump) was minted on January
23 30, 2025 — the exact same day as the Tate direct message and Issa’s Telegram
24 communications — by an unknown individual. Neither Plaintiff Anthony Mitchell nor
25 Bryan Mitchell minted or created the token. Upon information and belief, an unknown
26 third party minted the Bangchain AI token and sent a percentage of the token supply to
27 Bryan Mitchell. The token’s listing on DexScreener and GeckoTerminal displays
28 @prince_of_fakes as its associated Twitter account. The handle @prince_of_fakes is
Bryan Mitchell’s pre-existing personal X/Twitter account; it was not created for, and has

1 no connection to, the minting or launch of the Bangchain token. Upon information and
2 belief, the unknown minter unilaterally set Bryan Mitchell's handle as the token's social
3 media without Bryan Mitchell's knowledge, authorization, or involvement. The token
4 has a total supply of 1,000,000,000 (one billion) tokens. The token hit its all-time high
5 price of \$0.0153 on its first day of trading (January 30, 2025) — representing a peak
6 market capitalization of approximately \$15,300,000 — and subsequently crashed
7 approximately 99.6%, consistent with a pump-and-dump pattern. GeckoTerminal reports
8 that 15.33% of the token supply was purchased through “bundled buys” — a technique
9 in which multiple wallets simultaneously purchase tokens in the same blockchain
10 transaction block before retail traders can access the token, a well-documented indicator
11 of insider pre-positioning. As of the date of this filing, the token trades at approximately
12 \$0.0000645 — representing a total market capitalization of approximately \$64,500 — a
13 near-total loss for retail purchasers. (See Exhibits U, X.)

14 n. Bryan Mitchell is Plaintiff's brother. Bryan Mitchell assisted Plaintiff with certain
15 aspects of the Bangchain project. Bryan Mitchell's personal X/Twitter account is
16 @prince_of_fakes; this handle predates the Bangchain project and has no connection to
17 the minting or creation of the Bangchain token. Plaintiff Anthony Mitchell is the
18 developer who created the Bangchain hackathon submission — the internet-connected
19 AI platform described in Paragraph 35. The Bangchain *project* was the functional AI
20 application submitted through the hackathon submission process at
21 fundraiser.com/hackathon as a hackathon entry. The Bangchain *token*, however, is the
22 separate instrument described in Paragraph 44(m) — minted by an unknown individual,
23 not by Plaintiff or Bryan Mitchell. Plaintiff subsequently incorporated the
24 \$BANGCHAIN token into the project as its payment mechanism because the token bore
25 the project's name, was rising in value, and had gained attention from Tate and Issa
26 through the promotional activity described in Paragraphs 44(h)–(k). Upon information
27 and belief, a percentage of the minted token supply was sent to Bryan Mitchell by the
28 unknown minter. Issa then instructed Bryan Mitchell to “lock up the rest of [his] tokens”
(see Exhibit T; Paragraph 44(j)). As set forth in Paragraph 44(m), the token's price

1 history — including its first-day peak and subsequent 99.6% decline — is consistent
2 with a pump-and-dump pattern. Plaintiff Anthony Mitchell did not participate in or
3 authorize any bundled token purchases, coordinated trading activity, or pump-and-dump
4 scheme involving the Bangchain token. The 15.33% of bundled buys identified in the
5 token’s transaction history were not initiated by or attributable to Plaintiff or Bryan
6 Mitchell. Plaintiff alleges the Tate-Issa communications and the Bangchain token’s price
7 history as evidence of Defendants’ intent and modus operandi — specifically, that the
8 hackathon showcase was used as a promotional vehicle to generate attention for token
9 trading activity coordinated by persons associated with the hackathon organizers, rather
10 than as part of a genuine contest. (*See* Exhibit X.)

11 o. The temporal coordination of these events — Tate’s direct message, Issa’s
12 immediate Telegram contact, the showcase listing, the orchestrated Twitter Space, and
13 the token’s creation and price spike on January 30, 2025, followed by Tate’s public
14 endorsement of the Bangchain project as “perfect for the average crypto trader” to an
15 audience of 71,400 viewers the next day, January 31, 2025 (*see* Exhibit W) — supports
16 the inference that the hackathon showcase was used as a vehicle to generate attention and
17 market activity for tokens associated with participant projects, rather than as part of a
18 genuine judging process. Tate’s own public characterization of the project as a “crypto
19 trader” product — rather than as an AI or hackathon project — is a party-opponent
20 admission under FRE 801(d)(2) that reveals the hackathon’s true purpose as a vehicle for
21 cryptocurrency promotion rather than legitimate AI innovation. The involvement of Issa,
22 a person with a documented history of coordinating pump-and-dump token schemes with
23 Tate, further supports the inference that the hackathon’s true purpose was to generate
24 promotional value and facilitate token market manipulation rather than to award
25 legitimate prizes. Moreover, Defendants’ continued display of Plaintiff’s Bangchain
26 project as the first-listed showcase entry for more than twelve months after these events
27 extends the promotional apparatus: because the project shares its name with the
28 Bangchain token, the showcase page operates as a persistent, publicly accessible
advertisement that keeps attention directed toward the associated cryptocurrency,

1 effectively continuing the pump-and-dump scheme’s promotional infrastructure on an
2 ongoing basis while Defendants never announce winners or distribute prizes.

3 p. The official hackathon pitch deck, hosted at deck.fundraiser.com/aideck, contains a
4 “TEAM” section that displays three identical placeholder entries: each shows “???” in
5 place of a photograph, “Coming Soon” in place of a name, and “Coming Soon” in place
6 of a description. No actual judge, organizer, or team member is identified anywhere in
7 the pitch deck. A contest that purported to conduct a three-round judging process
8 evaluating projects on “product demo and pitch, business viability, AI models used,
9 Solana integrations, potential impact, traction and marketing and innovation” never
10 identified a single person who would perform that evaluation. The absence of any
11 identified judging team — in the very document used to promote the hackathon to
12 prospective participants — supports the inference that Defendants never intended to
13 conduct genuine judging. (*See* Exhibit D.)

14 q. The same pitch deck contains a “TREASURY WALLET” section that states:
15 “Developers can send tokens to our treasury wallet to grab attention. The treasury tracks
16 high-value tokens, fostering a playful competition and bolstering our event’s prestige.”
17 The wallet address is listed as “Coming Soon” with the notation “Launching at Event
18 Start.” This section reveals that the stated purpose of the G DAO Treasury Wallet was to
19 *receive* tokens from developers seeking to “grab attention” — not to fund or distribute
20 prizes. The pitch deck thus characterizes the wallet as an incoming token collection
21 mechanism, not an outgoing prize distribution fund. This characterization is consistent
22 with the wallet’s on-chain history, which shows only incoming transfers and zero
23 outgoing transactions. (*See* Exhibit D; ¶ 44(d).)

24 r. As of the date of this Complaint, the project showcase page at
25 fundraiser.com/hackathon/showcase displays a disclaimer stating: “None of the featured
26 projects on this page are endorsed by the HACKATHON G-AI. They just participated in
27 the hackathon, they can turn out to be a scam or spam project. DYOR.” This disclaimer
28 demonstrates that: (i) Defendants continue to actively maintain and update the showcase
page more than twelve months after the submission deadline; (ii) Defendants disclaim

1 any endorsement of the very projects they solicited, received, and continue to display as
2 promotional content; and (iii) Defendants warn visitors that projects on the page may be
3 a “scam or spam,” while Defendants’ own contest — which promised over \$1,000,000 in
4 prizes and never delivered any — remains the subject of this action. (*See* Exhibit G.)

5
6 ***G. Defendant New Era’s Operational Role***

7 45. Defendant New Era’s involvement in the Hackathon was not passive sponsorship.
8 New Era participated in the operation of the hackathon in at least the following respects:

9 a. **Ecosystem Integration and Main Sponsor Designation.** New Era’s platform The
10 Real World was designated as “Main Sponsor” of the hackathon. (*See* Exhibit L.) The
11 investment application page at fundraiser.com/apply — part of the same ecosystem as
12 the hackathon — required a “Real World Username” and directed users: “After
13 Submitting You Will Be Required To Log Into The Real World To Verify Identity” (*See*
14 Exhibit F), demonstrating that New Era’s platform was deeply embedded throughout the
15 fundraiser.com ecosystem. The Real World is a proprietary platform with proprietary
16 authentication — the integration of Real World identity verification into the
17 fundraiser.com/apply page required New Era’s technical cooperation and authorization.
18 Upon information and belief, Doe Defendant 1 could not have implemented this
19 integration without New Era’s knowledge and consent. The hackathon’s competition
20 rounds — “Undergrad (Hustlers Round),” “Graduate,” and “PhD” — directly mirror The
21 Real World’s membership tier structure, further demonstrating that the contest was
22 designed in coordination with New Era’s commercial platform.

23 b. **Main Sponsor.** The Real World was listed as a “Main Sponsor” of the hackathon,
24 with its logo (filename: therealworld.png) physically hosted on the fundraiser.com
25 server. (*See* Exhibit L.) The “Main Sponsor” designation was not an unauthorized use of
26 New Era’s brand by Doe Defendant 1 — it was authorized by New Era through multiple
27 independent channels of affirmative conduct that make unauthorized use factually
28 implausible: (i) the logo file was uploaded to fundraiser.com’s infrastructure, which
required someone with access to New Era’s proprietary logo assets to provide the file;

(ii) the hackathon’s entire competitive structure was organized around New Era’s membership tiers (“Hustlers Round,” “Graduate,” “PhD”), a level of coordinated design that could not have occurred without New Era’s knowledge and participation; (iii) the fundraiser.com/apply page required identity verification through New Era’s proprietary platform and a “Real World Username” — a technical integration requiring New Era’s API access, authentication infrastructure, and authorization; (iv) New Era’s CEO personally promoted the hackathon in a produced video, personally claimed “I decided to put together this hackathon,” and personally pledged to fund it, confirming that the entity’s highest officer authorized its involvement; and (v) the fundraiser.com and university.com (New Era) domains share the same Cloudflare nameserver pair, indicating common administrative control over the infrastructure on which the “Main Sponsor” designation appeared. No entity would permit its proprietary authentication system to be integrated into a third-party website, its CEO to claim personal authorship of the event, its brand name to be displayed as “Main Sponsor,” and its membership tiers to serve as the contest’s competitive framework without authorizing the sponsorship designation. If the designation were unauthorized, New Era’s obvious and immediate remedy would have been to demand its removal — yet New Era took no such action at any point during the hackathon or in the twelve months since.

c. **Participant Recruitment.** The apply page banner advertised “THE REAL WORLD STUDENT EXCLUSIVE PERIOD,” indicating that New Era used its subscriber base — students of The Real World — to recruit hackathon participants, restricting at least one phase of the contest to New Era’s paying subscribers. (*See* Exhibit F; Wayback Machine capture, Sep. 27, 2024.)

d. **CEO’s Personal Promotion and Sponsorship Claim.** Andrew Tate, New Era’s CEO, personally promoted the hackathon through a video posted on the X platform on January 13, 2025, in which he stated: “I decided to put together this hackathon — unprecedented, never done before — over a million dollars in prizes” and “I’ll be sponsoring everything myself via fundraiser.com.” (*See* Exhibit V.) Tate thus personally claimed both authorship of and financial responsibility for the hackathon, directing

1 viewers to fundraiser.com/hackathon to participate. The hackathon’s naming conventions
2 — “Top G Grand Prize,” “Most G” category, prizes “certified by Top G himself” —
3 derive directly from the personal brand of New Era’s CEO, further indicating that the
4 hackathon was an extension of New Era’s commercial enterprise. On January 31, 2025,
5 Tate publicly endorsed a hackathon project on X/Twitter as “perfect for the average
6 crypto trader” — characterizing the project not as an AI innovation but as a
7 cryptocurrency trading product — in a post viewed 71,400 times. (*See* Exhibit W.)

8 e. **Shared Infrastructure.** The domains fundraiser.com and university.com (operated
9 by New Era) share the same Cloudflare nameserver pair, indicating common
10 administrative control. New Era’s mail servers are authorized to send email on behalf of
11 related domains through shared SPF DNS records. Three of the four core domains share
12 the same Zoho mail servers, and the fourth authorizes Zoho for outbound email via SPF
13 records. (*See* Exhibit R.)

14 f. **CEO’s Direct Coordination of Promotional Activity.** On January 30, 2025,
15 Andrew Tate — the CEO of Defendant New Era — personally sent a direct message on
16 the X platform to Bryan Mitchell, the brother of Plaintiff Anthony Mitchell, stating that
17 “Head of hackathon wants to reach out” and requesting Bryan Mitchell’s Telegram
18 contact information. (*See* Exhibits S, X.) Within minutes, a Telegram user named “Issa”
19 — whom independent blockchain investigations have identified as the developer of
20 multiple Tate-associated pump-and-dump tokens — contacted Bryan Mitchell on
21 Telegram, confirmed that “andrew told me to text you,” and coordinated promotional
22 activity around the Bangchain token, including orchestrating a Twitter Space in which
23 Tate was scheduled to participate. (*See* Exhibits T, X.) This direct, personal involvement
24 by New Era’s CEO in coordinating promotional activity around a cryptocurrency token
25 minted by an unknown third party bearing the name of a hackathon participant’s
26 showcased project (*see* Paragraph 44(m)) — on the same day that project appeared on
27 the showcase — demonstrates that New Era’s leadership was not merely aware of the
28 hackathon but actively directing its operations. The following day, January 31, 2025,
Tate publicly endorsed the Bangchain project on X/Twitter, replying to a post featuring

1 the hackathon showcase page: “This product is perfect for the average crypto trader tbh.”
2 (See Exhibit W.) New Era’s CEO was thus publicly promoting individual hackathon
3 submissions as crypto trading products — not evaluating them as contest entries —
4 further demonstrating New Era’s operational role in the promotional scheme.

5 46. These facts demonstrate that New Era’s involvement in the hackathon extended
6 beyond passive sponsorship to operational participation and active coordination. Plaintiff will
7 seek targeted discovery to determine the full scope of New Era’s involvement in the hackathon’s
8 administration.

9 CAUSES OF ACTION

10 FIRST CAUSE OF ACTION

11 Breach of Contract (Unilateral Contest Contract)

12 (Against All Defendants)

13
14 47. Plaintiff repeats and realleges Paragraphs 1 through 10b (Introduction and The
15 Parties), 14 (Forum-Selection Clause Inapplicability), 25 through 38a (Contest Terms and
16 Plaintiff’s Participation), 39 through 43 (Defendants’ Complete Failure to Perform), and 45
17 through 46 (Defendant New Era’s Operational Role) as if fully set forth herein.

18 48. Doe Defendant 1, as the operator of the fundraiser.com website and the
19 @fundraiser_com X/Twitter account, was the primary offeror of the contest: Doe Defendant 1
20 published the contest terms, specified the prize amounts totaling over \$1,000,000, established
21 the judging criteria and timeline, created and operated the hackathon submission page at
22 fundraiser.com/hackathon (which routed submissions to a Google Form) and the investment
23 application page at fundraiser.com/apply, displayed submitted projects on the showcase page,
24 and published the G DAO Treasury Wallet as the designated prize fund. Doe Defendant 1 was
25 the entity with the most direct contractual nexus to Plaintiff: it was Doe Defendant 1 that
26 formulated the specific terms of the offer, specified the consideration required of participants
27 (development and submission of a qualifying AI project), designated the method of acceptance
28 (submission through the Google Form accessible via fundraiser.com/hackathon), and received

1 Plaintiff's acceptance (the submitted Bangchain project and accompanying materials). Doe
2 Defendant 1 was the offeror in every sense recognized by Nevada contract law: it published the
3 terms, controlled the portal, received the performance, and displayed the results. Defendants
4 Tate and New Era were co-offerors who joined the offer through their personal sponsorship
5 commitments, operational participation, and brand integration as alleged herein. Through the
6 Hackathon, Defendants made a public offer to award specified prizes to participants who
7 developed and submitted qualifying AI projects in accordance with the published contest terms.
8 This public offer constituted an offer for a unilateral contract. Under Nevada law, a promotional
9 prize offer creates a binding contractual obligation enforceable by participants who perform. *Las*
10 *Vegas Hacienda, Inc. v. Gibson*, 77 Nev. 25, 359 P.2d 85 (1961). *See also* Restatement (Second)
11 of Contracts § 45; *Cobaugh v. Klick-Lewis, Inc.*, 561 A.2d 1248 (Pa. Super. 1989); *Sateriale v.*
12 *R.J. Reynolds Tobacco Co.*, 697 F.3d 777, 793 (9th Cir. 2012).

13 49. Plaintiff accepted Defendants' offer by performing the acts requested: developing
14 Bangchain — a qualifying AI project — in North Las Vegas, Nevada, preparing project
15 materials, and submitting the project through the Google Form at Defendants' designated
16 hackathon page at fundraiser.com/hackathon, all before the February 15, 2025 deadline.
17 Plaintiff's commencement of performance created an option contract that Defendants could not
18 revoke. Restatement (Second) of Contracts § 45(1). Defendants' receipt of Plaintiff's
19 performance is confirmed by the display of Bangchain as the first-listed project on the
20 hackathon showcase page. Doe Defendant 1's receipt of Plaintiff's submission through the
21 hackathon submission process at fundraiser.com/hackathon that Doe Defendant 1 itself created
22 and operated constituted Doe Defendant 1's receipt of Plaintiff's acceptance; by designating the
23 portal as the exclusive method of submission, Doe Defendant 1 specified the mode of
24 acceptance, and Plaintiff's use of that mode completed the acceptance as to Doe Defendant 1.
25 Under the law of unilateral contest contracts, the offeror specifies the method of acceptance and
26 the required consideration; the participant need only perform accordingly. *See Las Vegas*
27 *Hacienda, Inc. v. Gibson*, 77 Nev. 25, 359 P.2d 85 (1961).

28 50. Plaintiff's performance constituted valid acceptance and adequate consideration,
creating a binding contractual obligation on Defendants' part to: (a) evaluate Plaintiff's

1 submission pursuant to the announced judging criteria; (b) conduct the three-round judging
2 process; (c) announce winners within approximately two weeks after the submission deadline;
3 and (d) pay prizes to qualifying winners. Plaintiff provided consideration by investing
4 approximately 200 hours of skilled development labor creating a qualifying AI project in
5 accordance with the contest's announced specifications — the very performance the contest was
6 designed to elicit. This constitutes the full performance requested by the offer and satisfies the
7 consideration requirement. A unilateral contest contract specifies its own method of acceptance
8 and its own consideration; here, Defendants specified submission through the hackathon page
9 (acceptance) and development of a qualifying AI project (consideration), and Plaintiff performed
10 both. *See* Restatement (Second) of Contracts §§ 45, 71; *Las Vegas Hacienda*, 77 Nev. at 29.

11 51. Defendants breached the contract by wholly failing to perform any of their
12 obligations: they did not conduct the three-round judging process, did not announce winners
13 within approximately two weeks (or at any time within twelve months), and did not pay any
14 prizes to Plaintiff or, upon information and belief, to any other participant. This was total non-
15 performance, not the exercise of discretion within the contest terms.

16 52. Defendant New Era is liable for this breach because New Era was not a passive
17 sponsor but an active co-operator of the contest. Without New Era's participation, the contest
18 could not have functioned as designed. Specifically, New Era: (a) accepted and performed the
19 role of "Main Sponsor," with its logo hosted on the contest website; (b) directed its own paying
20 subscribers to participate through the "Student Exclusive Period," using the hackathon as an
21 extension of its subscription platform to drive subscriber engagement and new registrations; (c)
22 permitted the contest to be structured around its own product hierarchy ("Hustlers Round,"
23 "Graduate," "PhD"), demonstrating coordinated design rather than arms-length sponsorship; and
24 (d) through its CEO, personally promoted the contest on social media and personally
25 coordinated promotional activity around a cryptocurrency token that an unknown third party had
26 minted bearing the name of a hackathon participant's showcased project (*see* Paragraph 44(m))
27 on the day that project appeared on the showcase. These facts, taken together, establish that New
28 Era exercised operational control over essential components of the contest and used the
hackathon to advance New Era's own commercial interests. As alleged in Paragraph 10 above,

1 New Era and Doe Defendant 1 operated the hackathon as a joint venture or integrated enterprise
2 under common control — sharing DNS infrastructure, mail infrastructure, cross-platform
3 integration, branding, and common management. New Era was an indispensable party to the
4 contest’s operation: the hackathon was structured around New Era’s branding, directed New
5 Era’s subscribers to participate, and commercially benefited New Era through subscriber
6 engagement. Under Nevada law, a party that provides essential operational infrastructure for a
7 prize contest, recruits its own customers into the contest, and structures the contest around its
8 own commercial products assumes the obligations of a contest co-operator and co-obligor. *See*
9 *Las Vegas Hacienda, Inc. v. Gibson*, 77 Nev. 25, 359 P.2d 85 (1961) (contest offer creates
10 binding obligation on the entity that operates it). New Era’s conduct went beyond passive
11 sponsorship to active co-obligation: by designating itself as “Main Sponsor,” by directing its
12 paying subscribers to participate through the “Student Exclusive Period,” by structuring the
13 contest around its own product hierarchy, and by commercially benefiting from hackathon-
14 driven subscriber engagement, New Era assumed the obligations of a contest co-operator and
15 thereby became a co-obligor. New Era is therefore liable not merely as a sponsor or facilitator
16 but as a co-obligor that assumed the obligations of the unilateral contest contract. To hold
17 otherwise would mean that a commercial entity could designate itself as “Main Sponsor” of a
18 prize contest, direct its paying subscribers to participate, structure the contest around its own
19 product hierarchy, commercially benefit from the contest-driven engagement, and then disclaim
20 any contractual obligation when the contest is never performed — a result that no court applying
21 the unilateral-contract doctrine of *Las Vegas Hacienda* would countenance. New Era’s status as
22 co-obligor is further supported by the doctrine of apparent authority: by designating itself as
23 “Main Sponsor,” by structuring the contest around its own product hierarchy, and by actively
24 recruiting its own paying subscribers to participate through the “Student Exclusive Period”
25 banner, New Era held itself out to participants as a principal with authority over the contest’s
26 operations and obligations. A reasonable participant would understand that an entity designated
27 as “Main Sponsor” that structures the contest around its own platform has assumed
28 responsibility for the contest’s performance. *See* Restatement (Third) of Agency § 2.03

1 (apparent authority exists when a third party reasonably believes the actor has authority based
2 on the principal's manifestations).

3 52a. Defendant Tate is personally liable for this breach as a co-offeror and personal
4 guarantor of the contest. Tate did not merely endorse or promote the hackathon; he personally
5 assumed the obligations of an offeror through his own public statements and conduct.
6 Specifically: (a) On January 13, 2025, Tate publicly declared to his millions of followers: "I
7 decided to put together this hackathon" and "I'll be sponsoring everything myself via
8 fundraiser.com" (*see* Exhibit V). These statements were not promotional puffery, not mere
9 endorsements of another party's contest, and not aspirational expressions of future intent — they
10 were unequivocal personal commitments by which Tate represented that he personally
11 conceived the contest, personally organized it, and would personally fund the entire prize pool.
12 By stating "I'll be sponsoring everything myself," Tate held himself out as the personal
13 guarantor of the contest's performance, creating a reasonable expectation among participants —
14 including Plaintiff — that Tate stood behind the \$1,000,000+ prize pool with his personal
15 resources and reputation. A reasonable participant who heard Tate state "I'll be sponsoring
16 everything myself" would understand that Tate was personally undertaking an obligation to fund
17 and deliver the prizes, not merely advertising someone else's contest. The statement "I'll be
18 sponsoring everything myself" identifies the individual obligor (Tate), the scope of the
19 obligation ("everything"), and the personal nature of the commitment ("myself"). The word
20 "myself" is the first-person singular reflexive pronoun — it grammatically excludes any reading
21 in which sponsorship is attributed to a corporate entity, a charitable foundation, or an
22 unidentified third party. "Myself" means Tate, personally, and no one else. Combined with the
23 future-tense verb "I'll be sponsoring," the statement is a personal undertaking of a specific
24 financial obligation, not promotional puffery. Puffery is vague, subjective, or unverifiable; Tate's
25 statement is none of those things — it identifies a specific obligor, a specific scope
26 ("everything"), and a specific quantum ("over a million dollars in prizes"), each of which is
27 concrete, verifiable, and falsifiable. This is the language of a personal guarantor, not a celebrity
28 endorser. Under Nevada law, when an identified individual publicly states that he will personally
fund a specific prize contest with enumerated dollar amounts, that statement creates a personal

1 contractual obligation enforceable by any participant who performs in reliance on it — because
2 the statement supplies all elements of an offer: an identified offeror, a defined obligation, and a
3 specified mode of acceptance (participation in the contest). Under Nevada contract law, a person
4 who publicly holds himself out as the sponsor and funder of a prize contest assumes the
5 contractual obligations of an offeror. *See Las Vegas Hacienda, Inc. v. Gibson*, 77 Nev. 25, 359
6 P.2d 85 (1961). Tate’s statement constituted a personal guarantee of performance that made him
7 a co-offeror of the unilateral contest contract alongside Doe Defendant 1 and New Era. (b) On
8 January 31, 2025, Tate publicly endorsed a hackathon submission on X/Twitter as “perfect for
9 the average crypto trader” in a post viewed 71,400 times (*see* Exhibit W), demonstrating that
10 Tate continued to exercise personal authority over the contest and its participants’ submissions
11 well after the offer was made — conduct consistent with an offeror, not a passive endorser. (c)
12 Tate served as CEO of the entity whose platform was designated as “Main Sponsor” and
13 integrated throughout the fundraiser.com ecosystem, including through identity-verification
14 requirements on the investment application page at fundraiser.com/apply. (d) Tate licensed or
15 authorized the use of his personal brand trademarks as the hackathon’s naming convention —
16 the grand prize is titled “Top G Grand Prize,” a track category is titled “Most G,” prizes are
17 described as “certified by Top G himself,” the competition rounds mirror the tier structure of
18 Tate’s educational platform, and the fundraiser.com main page states “Apply For Investment
19 From Andrew Tate & The War Room” and includes a navigation link to cobratate.com — Tate’s
20 personal brand website — which in turn links to The Real World. (*See* Exhibits I, J, N.) These
21 facts, taken together, demonstrate that the hackathon was an extension of Tate’s personal brand
22 ecosystem over which he exercised direct personal control. Tate’s personal sponsorship pledge,
23 combined with his personal brand integration and ongoing personal involvement, establishes
24 that Tate was a co-offeror of the contest — not merely a promoter — and is individually liable
25 for breach. In addition, if New Era Learning LLC was never formally organized as a limited
26 liability company, Tate bears personal liability for all of New Era’s obligations because no
27 corporate shield exists.

28 52b. Defendants Thrifty and Legendary are liable for this breach as members of the
integrated enterprise that operated the hackathon. As alleged in Paragraphs 6 and 10, all

1 Defendants operated the Hackathon as a joint venture or integrated enterprise under common
2 control. Thrifty and Legendary are liable on three independent bases: First, under the integrated
3 enterprise theory, Thrifty and Legendary are the entities through which the platform designated
4 as the hackathon’s “Main Sponsor” is distributed to U.S. consumers. The BBB profile for New
5 Era Learning LLC identifies Thrifty and Legendary as *alternate business names* of New Era —
6 not as independent third-party distributors. Thrifty’s address and Legendary’s address are the
7 only U.S. business addresses associated with New Era. Upon information and belief, Thrifty and
8 Legendary share common ownership or control with New Era, have no independent business
9 operations apart from distributing The Real World platform, and are jointly responsible for the
10 obligations incurred by the enterprise. When a single enterprise operates through multiple legal
11 entities that share management, addresses, and branding — and when the BBB identifies those
12 entities as alternate names for the same company — each entity within the enterprise assumes
13 the obligations the enterprise incurs. Second, in the alternative, Thrifty and Legendary are liable
14 as the contractual counterparties to Plaintiff’s subscription purchase: Plaintiff purchased a Real
15 World subscription in connection with the hackathon, and the privacy policy governing that
16 subscription states that The Real World is “distributed on behalf of New Era Learning LLC by:
17 Thrifty Consulting LLC.” As the distribution entity for the subscription that formed part of the
18 integrated hackathon-subscription ecosystem, Thrifty (and by extension Legendary, as the co-
19 distribution partner identified on every consumer-facing page) was a party to the commercial
20 transaction induced by the hackathon representations and is therefore in privity with Plaintiff for
21 claims arising from the hackathon’s fraudulent inducement of that transaction. Third, Thrifty and
22 Legendary are liable as participants in the joint venture alleged in Paragraph 10: each joint
23 venturer is jointly and severally liable for the obligations of the venture. The hackathon was a
24 joint venture among all Defendants, and Thrifty and Legendary participated by distributing the
25 platform that served as the venture’s designated “Main Sponsor” and, upon information and
26 belief, by receiving a share of the subscription revenue generated by the venture’s hackathon-
27 driven subscriber acquisition.

28 52c. To the extent any Defendant contends that a forum-selection clause in New Era’s
Terms of Service for The Real World platform applies to Plaintiff’s contract claims, that

1 contention fails for the reasons set forth in Paragraph 14. The unilateral contest contract at issue
2 was formed through the hackathon offer published on fundraiser.com and accepted by Plaintiff's
3 performance — not through The Real World's subscription agreement. A platform's subscription
4 terms do not govern a separate contest contract formed on a different website, and a forum-
5 selection clause drafted by one party to a subscription agreement cannot be bootstrapped to
6 cover an independent prize contest hosted on a different domain.

7 53. As a direct and proximate result of Defendants' breach, Plaintiff has suffered
8 damages in an amount to be proven at trial, including but not limited to:

9 a. Reliance damages — the reasonable value of approximately 200 hours of time,
10 labor, and direct development costs that Plaintiff invested in creating and submitting
11 Bangchain over several weeks. At the prevailing market rate for freelance artificial
12 intelligence development services of approximately \$150 per hour — a conservative
13 estimate within the range reported by industry surveys for AI and machine learning
14 freelance developers, including published rate data from Upwork, Toptal, and the Bureau
15 of Labor Statistics Occupational Employment and Wage Statistics for software
16 developers specializing in artificial intelligence — Plaintiff's reliance damages equal
17 approximately \$30,000. Plaintiff also incurred direct out-of-pocket costs including cloud
18 computing resources, development tools, Solana blockchain integration resources, and
19 the cost of a paid subscription to The Real World (approximately \$49.99 per month)
20 purchased in connection with the hackathon, which Plaintiff would have devoted to other
21 productive endeavors;

22 b. Lost prize opportunity — in the alternative or in addition to reliance damages,
23 Plaintiff seeks damages under the lost-chance doctrine for the destruction of Plaintiff's
24 opportunity to compete for prizes. Defendants' total non-performance — no judging, no
25 winners, no prizes — eliminated any chance Plaintiff had of receiving a prize. A plaintiff
26 need not prove with certainty that he would have won; rather, the destruction of a
27 substantial chance of winning is itself a compensable injury. *See Holton v. Physician*
28 *Oncology Educ. Network*, 2012 WL 1980516, at *4 (D. Nev. June 1, 2012) (recognizing
lost-chance theory). The hackathon showcase page displayed only two genuine

1 submissions — Plaintiff’s Bangchain and one other project (“BrokieAI”) — alongside
2 seven placeholder entries marked “Coming Soon” in a contest advertising a \$500,000
3 grand prize and over \$1,000,000 in total prizes, meaning Plaintiff was among a minimal
4 field of eligible competitors with a substantial probability of receiving prizes of
5 significant value; and

6 c. Opportunity costs — the value of freelance AI development opportunities during the
7 contest period that Plaintiff declined in order to participate in the Hackathon; and

8 d. Unauthorized commercial exploitation — Defendants have displayed Plaintiff’s
9 Bangchain project as the first-listed entry on the hackathon showcase page at
10 fundraiser.com/hackathon/showcase continuously from on or about January 30, 2025
11 through the date of filing of this Complaint — a period exceeding twelve months —
12 using Plaintiff’s submitted work product as the primary promotional marketing content
13 for the hackathon platform without Plaintiff’s consent and without compensation. The
14 showcase page, populated with Plaintiff’s project as its lead entry, serves as a
15 demonstration of the purported quality and legitimacy of Defendants’ contest and
16 venture capital platform to prospective participants and investors, providing Defendants
17 with ongoing marketing value derived from Plaintiff’s uncompensated labor. Plaintiff’s
18 total damages, when combined with treble damages available under NRS 598.0963(2),
19 substantially exceed \$75,000.

20 SECOND CAUSE OF ACTION

21 Promissory Estoppel

22 (Against All Defendants, in the Alternative)

23
24 54. Plaintiff repeats and realleges Paragraphs 1 through 10b (Introduction and The
25 Parties), 21 through 24 (Defendants’ Promotion), 25 through 38a (Contest Terms and Plaintiff’s
26 Participation), 39 through 43 (Defendants’ Complete Failure to Perform), and 45 through 46
27 (Defendant New Era’s Operational Role) as if fully set forth herein.
28

55. Defendants made clear and definite promises regarding the Hackathon, including specific prize amounts totaling over \$1,000,000, defined judging criteria, a three-round judging process, a specific timeline for winner announcements, and that qualifying winners would receive the promised prizes. Defendant Tate personally reinforced these promises through public statements that constituted independent promises of performance: on January 13, 2025, Tate declared to his millions of followers, “I decided to put together this hackathon — unprecedented, never done before — over a million dollars in prizes” and “I’ll be sponsoring everything myself via fundraiser.com” (*see* Exhibit V), thereby personally promising that the hackathon would be performed and that prizes totaling over \$1,000,000 would be funded by Tate himself. On January 31, 2025, Tate publicly endorsed a hackathon participant’s project on X/Twitter as “perfect for the average crypto trader” (*see* Exhibit W), a post viewed by 71,400 people, which constituted an ongoing representation that the hackathon was active and being performed — reinforcing participants’ reliance on the promise that submissions would be evaluated and prizes awarded. Tate’s January 13 statement was promissory in both form and substance: “I decided to put together this hackathon” communicated that Tate had made a personal decision that the hackathon would occur; “over a million dollars in prizes” identified the specific subject matter and magnitude of the promise; and “I’ll be sponsoring everything myself” communicated a personal undertaking to fund that promise. Tate’s January 13 statement was not mere puffery but a definite promise of performance for four independent reasons: first, Tate announced specific dollar amounts (“over a million dollars in prizes”), not vague or aspirational language susceptible to multiple interpretations; second, Tate stated “I’ll be sponsoring everything myself,” constituting a personal financial commitment by an identified individual — not a generalized corporate marketing claim; third, Tate specified the mechanism of performance (“via fundraiser.com”), directing the audience to a specific platform for specific performance of the promise; and fourth, the statement was made in a deliberate, produced promotional video distributed to millions of followers on a public platform, not in casual conversation or offhand remarks. These were not hedged aspirations or conditional expressions of intent — they were present commitments stated in the first person by an identified individual to a mass audience, creating an expectation that Tate was personally committing his resources to

1 ensure the hackathon's performance. Tate's January 31 endorsement — publicly praising a
2 hackathon submission as "perfect for the average crypto trader" to 71,400 viewers eighteen days
3 after the submission deadline — reinforced the January 13 promise by demonstrating that Tate
4 continued to treat the hackathon as an active, ongoing contest being performed, thereby assuring
5 participants who had relied on his January 13 pledge that their reliance remained justified and
6 that Tate was engaged in the contest's execution. Tate's January 13 sponsorship pledge and
7 January 31 endorsement, taken together, communicated a clear and definite promise: the
8 hackathon would be performed, the prizes would be funded by Tate personally, and participants'
9 submissions would be evaluated.

10 56. Defendants made these promises for the purpose of inducing participants to rely on
11 them by investing substantial time and resources to develop and submit projects. The
12 inducement was deliberate and targeted: the hackathon was structured as a participant-
13 acquisition mechanism that required each participant to (a) invest weeks of development labor
14 and (b) disclose intellectual property through the submission form. Defendants could not have
15 obtained any of these benefits without making the prize and performance promises that induced
16 participation. Plaintiff relied on these promises in developing and submitting Bangchain.

17 56a. Plaintiff did not see or become aware of the Solana Foundation's January 13, 2025
18 denial before completing his submission, and a reasonable participant in Plaintiff's position
19 would not have encountered that denial through ordinary diligence. The critical distinction is
20 between the two channels through which information about the hackathon was disseminated: (1)
21 the hackathon website at fundraiser.com/hackathon, which was the authoritative, primary source
22 of contest terms and the designated platform for submissions; and (2) the X/Twitter social media
23 platform, where third-party replies to Tate's promotional posts appeared in a discussion thread.
24 The Solana Foundation's denial appeared exclusively in the second channel — as a text reply by
25 Akshay BD (the Foundation's CMO) posted beneath Tate's promotional post on X/Twitter. It
26 was never posted on, linked from, or referenced on the hackathon website itself. At no time
27 during the entire submission period (January 15 through February 15, 2025) did the hackathon
28 website at fundraiser.com/hackathon display any correction, retraction, disclaimer, or notice that
the Solana Foundation had denied involvement. The hackathon website — the channel that

1 Defendants themselves designated as the authoritative source for contest terms — continued to
2 display the contest terms, the \$1,000,000+ prize pool, the judging criteria, the submission
3 mechanisms, and the sponsor designations without alteration. Plaintiff relied on the
4 representations published on the hackathon website, which is the channel a reasonable
5 participant would consult for authoritative contest information. To the extent Plaintiff also
6 encountered Defendant Tate’s promotional video through social media, Plaintiff viewed the
7 video itself — not the reply thread beneath it. The Foundation’s denial was a text reply posted
8 by a third party in a discussion thread below the video post; it was not incorporated into,
9 displayed alongside, or visually associated with the video content. A reasonable social media
10 user encountering a promotional video through a feed, embed, or share would not necessarily
11 view the text replies posted by third parties beneath the original post. Moreover, Tate’s own
12 reply acknowledging non-affiliation with the Solana Foundation (“Community note is correct,
13 this hackathon is run from Fundraiser.com’s treasury and is not affiliated with the Solana
14 foundation”) did not withdraw the contest or correct the prize representations — it confirmed
15 the hackathon would proceed and identified Fundraiser.com’s treasury as the funding source,
16 thereby reassuring participants that the contest remained operative and funded, even if the
17 Solana Foundation was not involved. A reasonable participant who did encounter Tate’s reply
18 would have understood it as a clarification of the funding source, not as a retraction of the prize
19 promises or a warning against participation.

20 56a-1. To the extent Defendants argue that the official hackathon pitch deck — hosted
21 at deck.fundraiser.com/aideck — displayed “???” placeholders in its “TEAM” section in lieu of
22 identified judges, that fact does not undermine the reasonableness of Plaintiff’s reliance for four
23 independent reasons. First, the pitch deck was hosted on a separate subdomain
24 (deck.fundraiser.com) from the main hackathon page (fundraiser.com/hackathon) and was not a
25 prerequisite to participation; the hackathon submission process routed participants to a Google
26 Form accessible via the fundraiser.com/hackathon page, which did not require review of or
27 reference to the pitch deck. (See Exhibit AC.) Second, the Google Form submission
28 requirements did not reference the pitch deck, require acknowledgment of its contents, or
condition submission on review of the “TEAM” section. Third, the pitch deck’s “Coming Soon”

1 placeholders for judges were reasonably understood as indicating that judges had not yet been
2 publicly announced — not that no judges would ever be selected. A hackathon that publishes
3 detailed judging criteria (“product demo and pitch, business viability, AI models used, Solana
4 integrations, potential impact, traction and marketing and innovation”), specifies a three-round
5 evaluation process, and identifies a two-week winner announcement timeline communicates that
6 judging will occur; the absence of named judges in a pre-launch document is consistent with
7 judges being announced later, which is common practice in technology hackathons. Fourth, the
8 representations on the hackathon website itself — the authoritative contest platform — were
9 unambiguous: specific prize amounts, defined judging criteria, a structured three-round
10 evaluation process, and a two-week winner announcement timeline. These website
11 representations, not the pitch deck, were the primary basis for Plaintiff’s reliance. (*See* Exhibits
12 A, C, D.)

13 57. As to Defendant New Era specifically, New Era made definite representations to its
14 own subscribers by: (a) advertising a “THE REAL WORLD STUDENT EXCLUSIVE
15 PERIOD” on the investment application page at fundraiser.com/apply (part of the hackathon
16 ecosystem), thereby communicating to New Era’s paying subscribers that the hackathon was a
17 genuine, New Era–endorsed contest offering preferential access to Real World students (*see*
18 Exhibit F; Wayback Machine capture, Sep. 27, 2024); (b) listing The Real World as a “Main
19 Sponsor” with its logo hosted on the hackathon page, communicating New Era’s endorsement
20 and backing of the contest (*see* Exhibit L); and (c) structuring the hackathon’s competition
21 rounds around its own product hierarchy (“Hustlers Round,” “Graduate,” “PhD”),
22 communicating that the contest was a genuine extension of New Era’s commercial platform.
23 These representations, taken together, constituted a promise by New Era that the hackathon
24 would be performed in accordance with its stated terms — including that prizes would be
25 awarded and judging would occur — and that New Era stood behind that performance. No
26 reasonable commercial entity would designate itself as “Main Sponsor,” direct its paying
27 customers to participate, and structure a contest around its own product hierarchy for a contest it
28 did not intend to perform. New Era’s affirmative conduct went beyond passive endorsement to
an assurance that New Era stood behind the contest’s performance — creating a reasonable

1 expectation of reliance by participants who submitted projects in response. No reasonable
2 participant — encountering a “Main Sponsor” designation from a known commercial platform
3 and a “Student Exclusive Period” banner directed at that platform’s own subscribers — would
4 conclude that the sponsoring entity had not committed to the contest’s performance. New Era’s
5 participation communicated an unambiguous promise: that the contest was genuine, that New
6 Era stood behind it, and that participants could rely on its performance. Moreover, New Era
7 communicated its endorsement directly to its subscriber base through subscriber-facing
8 channels: the “Student Exclusive Period” designation was displayed on the fundraiser.com/apply
9 page that New Era’s own subscribers would encounter when following New Era’s direction to
10 participate; the live purchase notifications on the fundraiser.com/apply page (e.g., “[Name] from
11 [Country] has purchased The Real World”) demonstrated real-time commercial integration
12 between the hackathon and New Era’s subscription sales pipeline, further conveying to
13 participants that New Era was operationally invested in the hackathon’s performance.

14 58. Plaintiff actually and reasonably relied on Defendants’ promises — including
15 Tate’s personal sponsorship pledge and New Era’s endorsement — by investing substantial time
16 and resources in North Las Vegas, Nevada developing Bangchain and submitting it to the
17 hackathon. Before committing to participate, Plaintiff investigated the contest’s legitimacy and
18 concluded it was genuine based on the following objective indicia: (i) the contest website at
19 fundraiser.com/hackathon was professionally designed with detailed navigation, sponsor
20 sections, FAQ pages, and a hackathon submission page routing to a Google Form — hallmarks
21 of a legitimate commercial operation, not an amateur or fraudulent scheme; (ii) the prize
22 amounts were specific and enumerated, with individual dollar values assigned to more than a
23 dozen named categories, rather than vague or aspirational — the level of specificity conveyed
24 that the prizes had been budgeted and allocated; (iii) the contest identified named sponsors,
25 including The Real World (Defendant New Era’s platform), a well-known commercial
26 subscription platform with millions of subscribers and a public commercial presence, lending
27 institutional credibility; (iv) the broader fundraiser.com ecosystem integrated Defendants’
28 proprietary commercial platform throughout its infrastructure — the investment application
page at fundraiser.com/apply required a “Real World Username” and directed users to “Log Into

1 The Real World To Verify Identity,” and the hackathon designated The Real World as “Main
2 Sponsor” with its logo hosted on the contest website — signaling that the operators had the
3 commercial infrastructure, institutional reputation, and organizational commitment to perform a
4 legitimate contest; (v) Defendant Tate, a public figure with millions of social media followers,
5 personally declared on January 13, 2025 that he would be “sponsoring everything myself,”
6 providing a personal guarantee from a known, identifiable individual with substantial public
7 wealth and commercial enterprises; (vi) a separate pitch deck was hosted on a dedicated
8 subdomain (deck.fundraiser.com/aideck), reflecting professional organization; and (vii) Plaintiff
9 had prior experience as a paying subscriber to Defendants’ platform The Real World on two
10 separate occasions (approximately November 2022 and March 2024) (*see* Exhibit Y), and based
11 on that prior consumer relationship, Plaintiff had personal familiarity with Defendants’
12 commercial platform and its operational legitimacy, which reinforced the reasonableness of
13 Plaintiff’s belief that a contest operated through and endorsed by that same platform would be
14 performed. Plaintiff’s prior subscriptions had each lapsed after approximately one month, and
15 Plaintiff had maintained no active subscription for approximately ten months before the
16 hackathon was announced — confirming that the January 2025 re-subscription was specifically
17 induced by the hackathon, not by the platform’s educational content standing alone. Plaintiff’s
18 familiarity with the platform as a prior subscriber made Plaintiff’s reliance on the hackathon
19 representations more reasonable, not less, because Plaintiff knew from personal experience that
20 The Real World was a genuine commercial enterprise with real infrastructure, real subscribers,
21 and a real public presence — characteristics that lent credibility to the hackathon’s integration
22 with the platform. Plaintiff’s reliance was the product of reasonable investigation and informed
23 judgment, not credulity. Every objective indicator available to Plaintiff — the professional
24 website, the specific prize amounts, the named and identifiable sponsors, the formal verification
25 process through an established commercial platform, the personal guarantee of a known public
26 figure, and Plaintiff’s own prior experience as a paying customer of Defendants’ platform —
27 pointed to the same conclusion: that the hackathon was a legitimate contest that would be
28 performed in accordance with its terms. Plaintiff’s reliance was not only subjectively genuine

1 but objectively reasonable under the totality of the circumstances. *See Vancheri v. GNLV Corp.*,
2 105 Nev. 417, 777 P.2d 366 (1989); Restatement (Second) of Contracts § 90.

3 59. Plaintiff has suffered injury as a result of this reliance, including: (a) reliance
4 damages — the reasonable value of approximately 200 hours of time, labor, and direct
5 development costs invested in North Las Vegas, Nevada in creating and submitting Bangchain,
6 at the prevailing market rate for freelance AI development services of approximately \$150 per
7 hour, totaling approximately \$30,000, plus direct out-of-pocket costs including cloud
8 computing, development tools, and the Real World subscription purchased in connection with
9 the hackathon; (b) forgone freelance AI development opportunities during the contest period;
10 and (c) in the alternative, the destruction of Plaintiff's substantial chance to compete for prizes
11 valued at up to \$500,000 in a contest with only two genuine submissions displayed on the
12 showcase page.

13 60. Injustice can be avoided only by enforcing Defendants' promises. Defendants have
14 retained Plaintiff's work product — displaying Bangchain as the first-listed project on the
15 hackathon showcase page — for more than twelve consecutive months while paying nothing,
16 performing no judging, announcing no winners, and offering no explanation. Defendants
17 simultaneously retained the ongoing promotional and marketing value of Plaintiff's project as
18 the lead entry on a venture capital platform advertising a "\$50M fund." No remedy other than
19 enforcement of the promises can restore Plaintiff to the position he occupied before reliance: the
20 development labor cannot be returned, the intellectual property disclosed through the
21 submission form cannot be unread, and the twelve months of commercial exploitation cannot be
22 undone. Defendants' reliance-inducing conduct was not merely foreseeable — it was
23 specifically intended. The entire contest was structured to elicit developer participation: the
24 prize representations, the three-round judging process, the formal submission portal, the
25 "Student Exclusive Period" banner, the integration of Real World identity verification on the
26 fundraiser.com/apply page, and Tate's personal sponsorship pledge were collectively designed to
27 induce skilled developers to invest substantial time and resources creating projects for
28 Defendants' benefit. Defendants did not passively receive reliance they had not anticipated; they
architected a participant-acquisition mechanism whose sole commercial purpose was to induce

precisely the reliance Plaintiff provided. Plaintiff's reliance was therefore not merely foreseeable but specifically invited, and injustice can be avoided only by enforcement. *See Vancheri v. GNLV Corp.*, 105 Nev. 417, 777 P.2d 366 (1989); Restatement (Second) of Contracts § 90.

THIRD CAUSE OF ACTION

Unjust Enrichment

(Against All Defendants, in the Alternative)

61. Plaintiff repeats and realleges Paragraphs 1 through 10b (Introduction and The Parties), 25 through 38a (Contest Terms and Plaintiff's Participation), 39 through 43 (Defendants' Complete Failure to Perform), and 45 through 46 (Defendant New Era's Operational Role) as if fully set forth herein. This claim is pled in the alternative pursuant to Federal Rule of Civil Procedure 8(d)(2), which expressly permits a party to "state as many separate claims . . . as it has, regardless of consistency." Specifically, Plaintiff pleads unjust enrichment in the event that this Court determines no enforceable contract was formed between Plaintiff and Defendants — whether because the hackathon terms lacked mutual assent, because no contractual privity exists between Plaintiff and certain Defendants, or for any other reason. Under alternative pleading, the existence of a breach-of-contract claim does not bar a simultaneous unjust-enrichment claim; the two are not "mutually exclusive" at the pleading stage because the Court has not yet determined whether an enforceable contract exists. The adequate-remedy-at-law doctrine does not bar an unjust-enrichment claim at the pleading stage; a plaintiff may plead unjust enrichment in the alternative to a contract claim, and the Court need not resolve the availability of a legal remedy until after the factual record is developed. *See Wal-Mart Stores, Inc. v. Cuker Interactive, LLC*, 2015 WL 5022959, at *2 (D. Nev. Aug. 24, 2015) ("Parties are not precluded from pleading unjust enrichment in the alternative to breach of contract claims."); *see also Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 283 P.3d 250 (2012).

62. Plaintiff conferred benefits on Defendants by: (a) developing and submitting Bangchain — an AI project that Defendants received through the Google Form at

1 fundraiser.com/hackathon and displayed as the first-listed project on the hackathon showcase
2 page for more than twelve months, providing content that populated Defendants' website and
3 served as promotional marketing material demonstrating the quality of contest entries; (b)
4 providing detailed disclosures of Plaintiff's intellectual property through the Google Form
5 submission at fundraiser.com/hackathon — including a project description, the problem the
6 project solves, Solana blockchain integration details, AI models and technologies used, and a
7 link to the working prototype — while agreeing to an Intellectual Property Agreement that
8 represented project ownership would remain with the submitter, thereby disclosing Plaintiff's
9 technical architecture and functional prototype that Defendants collected and retained; (c)
10 purchasing a Real World subscription in connection with the hackathon, generating subscription
11 revenue and engagement for Defendants' commercial platform — Plaintiff, who was not an
12 existing Real World subscriber at the time of the hackathon, purchased a new subscription to
13 New Era's platform at approximately \$49.99 per month, providing personal information and
14 login credentials that generated a new user registration of measurable commercial value for New
15 Era's subscription business; and (d) generating promotional value for Defendants' brands and
platforms by participating in the hackathon.

16 62a. Plaintiff did not confer these benefits gratuitously or as a volunteer. Plaintiff
17 conferred benefits on Defendants in reasonable expectation of reciprocal performance —
18 specifically, that Defendants would conduct the announced judging process and award prizes in
19 accordance with the published contest terms. This expectation was induced by Defendants' own
20 representations. The benefits were conditional: Plaintiff submitted his project, personal data,
21 intellectual property, and subscription payment only because Defendants promised over
22 \$1,000,000 in prizes, a structured three-round judging process, and winner announcements
23 within approximately two weeks. Had Defendants disclosed that they did not intend to judge
24 submissions or award prizes — or that the G DAO Treasury Wallet contained less than two
25 percent of the advertised prize pool — Plaintiff would not have conferred any benefit. The
26 conditional nature of Plaintiff's conferral defeats any voluntariness defense. *See Topaz Mut. Co.*
27 *v. Marsh*, 108 Nev. 845, 839 P.2d 606 (1992) (benefits conferred under mistake or fraud are not
28 voluntary).

62b. As to Defendants Thrifty and Legendary specifically, Thrifty and Legendary received direct, quantifiable benefits from Plaintiff's hackathon participation. As the entities that distribute The Real World to U.S. consumers, Thrifty and Legendary are the transactional intermediaries through which every U.S. subscription payment flows. The privacy policy on therealworldportal.com states that "The Real World is distributed on behalf of New Era Learning LLC by: Thrifty Consulting LLC," and every consumer-facing website identifies both Thrifty and Legendary as "distribution partners." When Plaintiff purchased a Real World subscription at approximately \$49.99 per month in connection with the hackathon, that payment was processed through Defendants' distribution infrastructure in which Thrifty and Legendary are the identified U.S. distribution entities. The benefit to Thrifty and Legendary is not speculative: it is the subscription revenue — or the distribution fee, commission, or processing margin from that revenue — generated by Plaintiff's specific, identifiable purchase. Whether Thrifty and Legendary retained the full \$49.99 or a percentage thereof is a matter within Defendants' exclusive knowledge, but that they received *some* direct financial benefit from Plaintiff's subscription payment is a necessary inference from their role as the only identified U.S. distribution entities for the platform. In addition, Thrifty and Legendary benefited from the brand-association value of the hackathon: as the entities publicly identified on every consumer-facing page as the distribution partners for the platform designated as "Main Sponsor" of a contest advertising \$1,000,000+ in prizes, Thrifty and Legendary received the reputational and marketing benefit of association with a high-profile technology contest, which enhanced the perceived legitimacy and visibility of the platform they distribute. The BBB's identification of Thrifty and Legendary as *alternate business names* for New Era — not as independent distributors — further establishes that the benefits accruing to New Era from the hackathon accrued to the same enterprise of which Thrifty and Legendary are constituent parts. The precise allocation of subscription revenue among Defendants is a matter within Defendants' exclusive knowledge and will be established through discovery.

62c. Defendant Tate personally received and retained a measurable, direct benefit from Plaintiff's participation in the hackathon. Tate's personal benefits include, but are not limited to:

(i) *Social media engagement and audience growth* — Tate's January 13, 2025 promotional video

1 for the hackathon generated substantial engagement on the X platform, expanding Tate’s
2 personal reach and follower engagement metrics; Tate’s January 31, 2025 post endorsing a
3 hackathon submission as “perfect for the average crypto trader” received 71,400 views, 488
4 likes, and 84 retweets (*see* Exhibit W), all of which accrued to Tate’s personal social media
5 account and enhanced his personal brand visibility; (ii) *Personal brand promotion* — the
6 hackathon was structured around Tate’s personal brand trademarks (“Top G Grand Prize,” “Most
7 G,” “certified by Top G himself”), and the display of legitimate AI projects like Plaintiff’s
8 Bangchain on the showcase page for over twelve months served as a continuous advertisement
9 for Tate’s personal brand, lending credibility to Tate’s public persona as a technology
10 entrepreneur and investor; (iii) *Subscriber growth for Tate’s platform* — the deep integration
11 between the hackathon and Defendants’ Real World subscription ecosystem — including the
12 “Main Sponsor” designation, the “Student Exclusive Period” promotion, the mirroring of Real
13 World membership tiers in the competition structure, and the identity-verification requirements
14 on the fundraiser.com/apply investment page — channeled hackathon participants toward paid
15 subscriptions to The Real World, a platform that Tate controls as CEO of New Era, generating
16 subscription revenue that directly benefits Tate as the controlling principal of the enterprise; (iv)
17 *Venture capital platform credibility* — the fundraiser.com main page states “Apply For
18 Investment From Andrew Tate & The War Room” and links to cobratate.com, Tate’s personal
19 brand website; the display of functional AI projects like Bangchain on the hackathon showcase
20 enhanced the credibility and perceived legitimacy of Tate’s personal venture capital brand,
21 attracting prospective applicants to a platform that advertises “\$20k - \$1M investment allocation
22 per project”; and (v) *Cryptocurrency token promotion* — Tate personally directed and
23 participated in promotional activity around a cryptocurrency token that an unknown third party
24 had minted bearing the name of a hackathon participant’s showcased project (*see* Paragraph
25 44(m)–(n)) on January 30–31, 2025 (Paragraphs 44(h)–(k)), generating commercial attention for
26 tokens associated with the hackathon ecosystem from which Tate, upon information and belief,
27 derived personal financial benefit. These benefits were personal to Tate, not merely corporate
28 benefits flowing to New Era, because Tate’s personal brand, personal social media accounts,

1 personal promotional activity, and personal name were the instruments through which the
2 benefits were generated and to which the benefits accrued.

3 63. Defendants received and retained these benefits with full knowledge of Plaintiff's
4 participation and the terms under which it was given — namely, the expectation that Defendants
5 would conduct judging and award prizes. Defendants' receipt of Plaintiff's Bangchain project is
6 confirmed by its continued display on their showcase page for more than twelve months. As to
7 Defendant Tate specifically, Tate had direct personal knowledge of Plaintiff's participation and
8 submission because Tate personally initiated a direct message to Bryan Mitchell (Plaintiff's
9 brother) on January 30, 2025 regarding the hackathon (*see* Exhibit S), and Tate personally
10 endorsed a hackathon submission on X/Twitter on January 31, 2025 (*see* Exhibit W). Tate
11 personally received and retained the benefits alleged in Paragraph 62c — including social media
12 engagement, personal brand promotion, subscriber growth for the platform he controls, venture
13 capital platform credibility, and cryptocurrency promotion revenue — while performing none of
14 the contest obligations he personally pledged to fund when he publicly declared "I'll be
15 sponsoring everything myself." Tate's personal retention of these benefits is unjust because Tate
16 personally induced Plaintiff's participation through his personal sponsorship pledge, personally
17 profited from the content and engagement Plaintiff's participation generated, and has personally
18 failed to perform any of the obligations he assumed. Furthermore, because Plaintiff's Bangchain
19 project shares its name with the Bangchain cryptocurrency token described in Paragraph 44(m),
20 Defendants' continued display of the project as the first-listed showcase entry for more than
21 twelve months has provided ongoing promotional value by keeping public attention directed
22 toward the associated cryptocurrency — a benefit that accrues to Defendants continuously while
23 Plaintiff receives nothing.

24 64. Defendants' retention of these benefits — while having performed none of their
25 contest obligations for over twelve months — is unjust and inequitable. Defendants have
26 commercially exploited Plaintiff's work product for over twelve consecutive months: Plaintiff's
27 Bangchain has been displayed as the first-listed entry on the hackathon showcase page at
28 fundraiser.com/hackathon/showcase continuously since on or about January 30, 2025, serving as
the lead promotional content for a venture capital platform that advertises a "\$50M fund" and

1 solicits investment applications from prospective entrepreneurs. The showcase page, populated
2 with Plaintiff's project as its primary entry, functions as a live portfolio demonstrating the
3 quality, sophistication, and legitimacy of submissions received through the fundraiser.com
4 platform — providing ongoing commercial marketing value to Defendants by attracting
5 prospective participants, investors, and subscribers. Defendants have derived this commercial
6 value without Plaintiff's consent, without compensation, and without performing any of the
7 contest obligations that induced Plaintiff to submit the project. Defendants have treated
8 Plaintiff's project as their own promotional property — a free marketing asset extracted through
9 false promises and displayed without compensation, consent, or any of the reciprocal
10 performance that induced Plaintiff's submission. The commercial exploitation value of twelve
11 consecutive months of first-position placement on a venture capital platform's live portfolio
12 page is substantial and quantifiable: it is the functional equivalent of paid digital advertising,
13 content licensing, and brand-association marketing that Defendants would otherwise have had to
14 purchase on the open market. Plaintiff's detriment is the mirror of Defendants' enrichment:
15 every hour of development labor Plaintiff invested (approximately 200 hours at prevailing
16 market rates) produced free content that Defendants retained and commercially displayed; every
17 dollar Plaintiff spent on the subscription purchased in connection with the hackathon
18 (approximately \$49.99 per month) flowed directly to Defendants' revenue; and every item of
19 intellectual property Plaintiff disclosed through the submission form became an asset
20 Defendants possessed without payment. The enrichment is quantifiable by reference to market
21 rates for comparable services: the value of twelve consecutive months of first-position digital
22 content placement on a commercial venture capital platform that advertises a "\$50M fund" and
23 solicits investment applications is ascertainable through prevailing rates for digital advertising,
24 content licensing, and sponsored placement on comparable platforms — rates that are routinely
25 established through expert testimony. This twelve-month period of unauthorized commercial
26 exploitation constitutes the unjust retention of a benefit of substantial and quantifiable value. As
27 to Defendant Tate specifically, the showcase page is hosted on fundraiser.com — a platform
28 whose main page states "Apply For Investment From Andrew Tate & The War Room" —
meaning Plaintiff's project has served for over twelve months as promotional content for Tate's

1 personal venture capital brand, enhancing the credibility and perceived deal flow of a platform
2 that Tate personally operates and from which Tate personally derives economic benefit. *See*
3 *Leasepartners Corp. v. Robert L. Brooks Trust*, 113 Nev. 747, 942 P.2d 182 (1997); *Certified*
4 *Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 283 P.3d 250 (2012).

5 65. Plaintiff is entitled to restitution in an amount to be proven at trial, representing the
6 reasonable value of the benefits conferred on Defendants. The benefits Defendants received
7 include, but are not limited to: (a) *Commercial exploitation of Plaintiff's project* — Defendants
8 have displayed Plaintiff's Bangchain as the first-listed entry on the hackathon showcase page
9 continuously for more than twelve months, using Plaintiff's work product as the lead
10 promotional content for a venture capital platform that advertises a "\$50M fund" and solicits
11 investment applications. The commercial value of twelve months of first-position placement on
12 a commercial platform's showcase page — providing ongoing credibility and marketing content
13 to attract prospective participants and investors — is substantial and will be quantified at trial
14 through expert testimony on the market value of comparable digital advertising and content
15 licensing; (b) *Intellectual property* — Plaintiff's project description, technical architecture
16 disclosures, AI implementation details, and link to a working prototype, which Defendants
17 collected through the Google Form submission at fundraiser.com/hackathon and have retained;
18 (c) *Subscription revenue and user data* — Plaintiff's new user registration, login credentials, and
19 personal information provided to New Era's commercial platform, plus the approximately
20 \$49.99 monthly subscription payment purchased in connection with the hackathon; (d)
21 *Promotional and brand-association value* — the value to New Era of being listed as "Main
22 Sponsor" of a contest with a claimed \$1M+ prize pool, which enhanced New Era's visibility and
23 market presence; and (e) *Marketing funnel value* — the value of using a hackathon to channel
24 participants into New Era's paid commercial ecosystem through the "Main Sponsor"
25 designation, the "Student Exclusive Period" promotion, and the integration of Real World
26 throughout the fundraiser.com ecosystem, generating new subscribers and engagement data of
27 direct commercial value. As to Defendants Thrifty and Legendary, the benefit includes their
28 traceable share of subscription revenue from hackathon-driven registrations as alleged in
Paragraph 62b.

FOURTH CAUSE OF ACTION**Fraudulent Misrepresentation****(Against Tate, New Era, Thrifty, Legendary, and Doe Defendant 1)**

66. Plaintiff repeats and realleges Paragraphs 1 through 3 (Introduction), 4 through 10b (The Parties), 21 through 24 (Defendants' Promotion and the Solana Foundation's Denial), 25 through 38a (Contest Terms, Plaintiff's Participation, and the Inducement Structure), 39 through 43 (Defendants' Complete Failure to Perform), 44(a) through 44(r) (Additional Circumstances Supporting Scierter), and 45 through 46 (Defendant New Era's Operational Role) as if fully set forth herein.

67. Defendants Tate, New Era, and Doe Defendant 1 each made or authorized material representations of fact in connection with the Hackathon, and Defendants Thrifty and Legendary facilitated and profited from those representations as integral participants in the enterprise through which the representations were disseminated, as follows:

Representations by Doe Defendant 1: Doe Defendant 1, through the website fundraiser.com and the X/Twitter account @fundraiser_com, made the following representations:

a. **Prize representations.** On or about January 16, 2025, via the @fundraiser_com X account, and on the fundraiser.com/hackathon website from on or about January 15, 2025 through the date of filing of this Complaint, Doe Defendant 1 represented that over \$1,000,000 in prizes would be awarded to hackathon participants, specifying individual prizes including a \$500,000 grand prize, a \$200,000 runner-up prize, and a \$100,000 award, among others. Plaintiff encountered and relied on these prize representations while located in North Las Vegas, Nevada on or about January 2025. (*See Exhibits B, E.*)

b. **Judging representation.** Beginning on or about January 15, 2025 and continuing through the date of this Complaint, on the fundraiser.com/hackathon website, Doe Defendant 1 represented that submissions would be evaluated through a three-round judging process — "Round 1: Undergrad (Hustlers Round): Open submission. Round 2: Graduate: Vetted projects showcased. Round 3: PhD: Winners finalized and featured" —

1 based on “[a] variety of factors including product demo and pitch, business viability, AI
2 models used, Solana integrations, potential impact, traction and marketing and
3 innovation.” (See Exhibit C.) Plaintiff encountered and relied on these representations
4 while located in North Las Vegas, Nevada on or about January 2025.

5 c. **Timeline representation.** Beginning on or about January 15, 2025 and continuing
6 through the date of this Complaint, on the fundraiser.com/hackathon FAQ page, Doe
7 Defendant 1 represented that winners would be announced “[a]pproximately two weeks
8 after the hackathon ends.” Plaintiff encountered and relied on this representation while
9 located in North Las Vegas, Nevada on or about January 2025. (See Exhibit C.)

10 **Representations by Defendant Tate:**

11 d. **Promotional video with false partnership claim.** On January 13, 2025, Tate
12 personally posted a promotional video for the Hackathon on the X/Twitter platform,
13 displaying the logo of the Solana Foundation and representing that the Foundation was
14 an official partner of the hackathon. This representation was false — the Solana
15 Foundation publicly denied any involvement the same day. Tate made this representation
16 in his personal capacity and in his capacity as CEO of New Era, to his millions of social
17 media followers, to promote a contest that listed Defendants’ platform as “Main
18 Sponsor.” (See Exhibits H, J, V.)

19 e. **Direct coordination of promotional activity.** On January 30, 2025, Tate personally
20 sent a direct message on the X platform to Bryan Mitchell (Plaintiff’s brother), stating:
21 “Head of hackathon wants to reach out” and requesting Bryan Mitchell’s Telegram
22 contact. Within minutes, a Telegram user named “Issa” — with a documented history of
23 coordinating pump-and-dump token schemes in association with Tate — contacted
24 Bryan Mitchell and coordinated promotional activity around the Bangchain token. Tate’s
25 messages to Issa, captured in screenshots, included instructions to “join his space for 5
26 mins” and “tell him his product is HARAM,” demonstrating Tate’s real-time personal
27 coordination. (See Exhibits S, T, X.) On the following day, January 31, 2025, Tate
28 publicly replied on X/Twitter to a post by Bryan Mitchell (@prince_of_fakes) featuring a

screenshot of the hackathon showcase page, stating: “This product is perfect for the average crypto trader tbh.” (*See* Exhibit W.) This public statement — made to an audience of 71,400 viewers — characterized a hackathon submission as a crypto trading product rather than as an AI project undergoing evaluation, constituting a further material representation regarding the nature and purpose of the hackathon.

Representations by and attributable to Defendant New Era (and by extension to Thrifty and Legendary as the enterprise’s distribution partners): Tate’s representations set forth in subparagraphs (d) and (e) above are attributable to New Era because Tate made them in his capacity as CEO of the entity whose brand was listed as “Main Sponsor,” whose product hierarchy structured the contest, and whose subscriber base was affirmatively directed to participate. In addition, New Era made the following independent representations:

f. **Representation to subscribers through “Student Exclusive Period.”** Beginning on or about September 27, 2024 and continuing through at least the date of this Complaint, the investment application page at fundraiser.com/apply — which was part of the hackathon ecosystem — displayed a banner advertising “THE REAL WORLD STUDENT EXCLUSIVE PERIOD,” representing that New Era had endorsed the hackathon and that at least one phase of the contest was reserved for New Era’s paying subscribers. (*See* Exhibit F; Wayback Machine capture, Sep. 27, 2024.) This representation communicated to hackathon participants — including New Era’s own subscribers — that the hackathon was a legitimate, New Era–endorsed contest offering preferential access to Real World students. The banner was published on a page within Defendants’ integrated hackathon ecosystem — the same ecosystem through which Plaintiff submitted his project from North Las Vegas, Nevada on or about January 2025 — and demonstrates New Era’s active endorsement of and integration into the hackathon infrastructure.

g. **Express representations by New Era through its platform and subscriber-facing communications.** Beginning on or about January 15, 2025 and continuing through the

1 date of this Complaint, New Era made the following express, affirmative representations
2 of fact to hackathon participants:

3 (1) **“Main Sponsor” designation.** New Era expressly designated itself as a
4 “Main Sponsor” of the hackathon, with its logo and brand name displayed on the
5 fundraiser.com/hackathon page alongside the contest’s \$1,000,000+ prize
6 representations. (*See* Exhibit L.) The term “Main Sponsor” is not a passive label —
7 it is an express representation to the public that the designated entity has committed
8 financial or institutional support to the sponsored event. In the context of a prize
9 contest, the designation “Main Sponsor” appearing alongside specific prize
10 amounts constitutes an express representation that the sponsor has committed to
11 funding or backing those prizes. A reasonable participant encountering the “Main
12 Sponsor” designation would understand that New Era had committed its
13 institutional credibility and resources to ensure the contest would be performed and
14 the prizes awarded. This representation was false: New Era provided no funding for
15 the prize pool, which was funded at less than two percent of the advertised amount.
16 The falsity of this representation does not depend on implication or inference. The
17 word “sponsor” has a settled, universally understood commercial meaning: “one
18 who assumes responsibility for some other person or thing” and “a person or an
19 organization that pays for or plans and carries out a project or activity” (Merriam-
20 Webster’s Collegiate Dictionary). New Era published the literal, written words
21 “Main Sponsor” on the fundraiser.com/hackathon webpage directly adjacent to the
22 contest’s enumerated prize pool totaling over \$1,000,000, so that any participant
23 viewing the page — including Plaintiff — would encounter New Era’s sponsorship
24 designation and the prize amounts on the same screen. A reasonable reader
25 encountering the words “Main Sponsor” next to “\$500,000 Grand Prize” and “Over
26 \$1,000,000 in prizes” would understand the designation to mean that New Era was
27 the principal financial backer of the prizes being advertised. That is what the words
28 “Main Sponsor” mean; it is what New Era intended them to mean; and it was false.
Moreover, New Era’s sponsorship was not passive — New Era provided its

1 proprietary authentication infrastructure (The Real World login system) as the
2 identity-verification mechanism on the investment application page at
3 fundraiser.com/apply, an act of active, affirmative participation that goes beyond
4 mere labeling. By integrating its commercial platform throughout the
5 fundraiser.com ecosystem — including through the identity-verification directive
6 on the /apply page and the “Student Exclusive Period” promotion directed at its
7 own subscribers — New Era did not merely allow its name to appear on a webpage;
8 it committed its proprietary technology, its subscriber data infrastructure, and its
9 commercial credibility to the operation of the contest. This active infrastructural
10 participation confirms that the “Main Sponsor” designation reflected New Era’s
11 actual role in the hackathon — and no reasonable consumer viewing the “Main
12 Sponsor” designation alongside specific prize representations totaling over
13 \$1,000,000 would interpret that designation as anything other than an endorsement
14 of the contest’s legitimacy and a commitment to its performance.

15 **(2) “THE REAL WORLD STUDENT EXCLUSIVE PERIOD” banner.**

16 Beginning on or about September 27, 2024, the investment application page at
17 fundraiser.com/apply — a page within Defendants’ hackathon ecosystem —
18 displayed a banner stating: “THE REAL WORLD STUDENT EXCLUSIVE
19 PERIOD.” (*See* Exhibit F; Wayback Machine capture, Sep. 27, 2024.) This was an
20 express, written representation by New Era to its subscriber base — published on
21 the page that New Era’s subscribers would encounter when following New Era’s
22 direction to participate — communicating three specific factual propositions: (a)
23 that the hackathon was endorsed by New Era (“THE REAL WORLD” identifying
24 the endorsing entity); (b) that New Era had designated a period of the contest as
25 exclusive to its own paying subscribers (“STUDENT EXCLUSIVE PERIOD”),
26 representing that New Era exercised sufficient control over the contest to reserve
27 access for its customers; and (c) that the contest was genuine and would be
28 performed, because no commercial platform would direct its paying subscribers to
invest time and resources in a contest the platform knew would not be performed.

Each word in this banner is a literal, written assertion of fact — not an inference or implication drawn by Plaintiff. “THE REAL WORLD” is the registered trade name of New Era’s platform, expressly identifying New Era as the entity behind the designation. “STUDENT” expressly characterizes contest participants as customers of New Era’s educational platform — a characterization only New Era could authorize. “EXCLUSIVE PERIOD” expressly represents that a defined phase of the contest was reserved for New Era’s paying subscribers, which could only be true if New Era possessed and exercised authority over the contest’s timing and access — an authority consistent only with operational control, not passive sponsorship. The banner was displayed in capitalized, bold text at the top of the investment application page, ensuring it was the first representation encountered by every visitor who navigated to the page. Each of these was an express, written representation of fact published on a page under New Era’s control and directed at New Era’s own subscriber base. Each was false.

(3) **Subscriber-directed marketing.** New Era expressly directed its paying subscribers to participate in the hackathon through at least three affirmative acts: (a) the “Student Exclusive Period” banner on the fundraiser.com/apply page, which expressly communicated to Real World subscribers that the hackathon offered them preferential access; and (b) the live purchase notifications on the fundraiser.com/apply page (e.g., “[Name] from [Country] has purchased The Real World”), which constituted express, real-time representations that the hackathon was actively generating paid subscriptions to New Era’s platform, communicating that New Era was commercially invested in and profiting from the hackathon. These live purchase notifications were express, real-time representations of commercial integration between the hackathon and New Era’s subscription business, displayed on the same fundraiser.com/apply page that also contained the identity-verification directive. Each notification displayed a specific, written factual assertion — that a named individual from a named country “has purchased The Real World” — constituting an express representation that the hackathon was

1 actively generating revenue for New Era’s subscription platform at the moment of
2 the participant’s submission. The notifications expressly represented that New Era
3 was not a passive bystander but was actively monetizing the hackathon in real time,
4 deriving direct financial benefit from each submission. Taken together, these
5 express representations communicated to participants that New Era was
6 commercially invested in the hackathon, endorsed its legitimacy, and stood behind
7 its performance. Each was false: the contest was not funded, was never performed,
8 and New Era took no steps to verify the contest’s legitimacy before directing its
9 subscribers to participate and before accepting revenue generated by subscriptions
10 purchased in connection with the contest.

11 (4) **Absence of correction after Solana Foundation denial.** On January 13,
12 2025, the Solana Foundation publicly denied any involvement with the hackathon
13 on the X/Twitter platform — two days before the hackathon’s January 15 launch.
14 Despite this denial, New Era proceeded to list itself as “Main Sponsor” and to
15 maintain the “Student Exclusive Period” banner, all without publishing any
16 correction, disclaimer, or notice on the hackathon website. By affirmatively
17 continuing its sponsorship and subscriber-directed marketing after the Solana
18 Foundation denial, New Era made an express representation by its post-denial
19 conduct that the denial did not affect the hackathon’s legitimacy — a representation
20 that was false.

21 Each of these representations satisfies Rule 9(b) because each identifies: (i) *who* —
22 New Era Learning LLC, through its trade name “The Real World” and through the
23 express authorization of its CEO, Andrew Tate; (ii) *what* — the specific, verbatim
24 written text of each representation (“Main Sponsor,” “THE REAL WORLD
25 STUDENT EXCLUSIVE PERIOD,” “[Name] from [Country] has purchased The
26 Real World”); (iii) *when* — on or about September 27, 2024 (Student Exclusive
27 Period, as documented by a Wayback Machine capture) and from on or about
28 January 15, 2025 through the date of filing (Main Sponsor designation and live
purchase notifications); (iv) *where* — the hackathon pages at

1 fundraiser.com/hackathon (Main Sponsor designation) and fundraiser.com/apply
2 (Student Exclusive Period banner and live purchase notifications); and (v) *why*
3 *misleading* — because the contest was funded at less than two percent of the
4 advertised prize pool, no judging infrastructure was established, no prizes were ever
5 awarded, and a claimed partner (the Solana Foundation) had publicly denied
6 involvement before the hackathon launched, all facts known to or recklessly
7 disregarded by New Era through its CEO. These are not vague implications from
8 which a court must infer falsity — they are specific, verbatim, written
9 representations published on identified webpages on identified dates, each
10 conveying a concrete factual proposition that was demonstrably false. *See Kearns v.*
11 *Ford Motor Co.*, 567 F.3d 1120, 1126 (9th Cir. 2009) (Rule 9(b) satisfied where
12 complaint identifies the “who, what, when, where, and how” of the misconduct);
13 *Swartz v. KPMG LLP*, 476 F.3d 756, 764 (9th Cir. 2007) (particularity requirement
14 is satisfied when the complaint “identif[ies] the circumstances constituting fraud so
15 that the defendant can prepare an adequate answer from the allegations”).

16 68. These representations were false when made:

17 a. No funds sufficient to pay over \$1,000,000 in prizes were set aside or made
18 accessible. The G DAO Treasury Wallet — the only prize fund repository identified on
19 the hackathon website — has never signed an outgoing transaction in its entire on-chain
20 history, contains only approximately \$16,513 in liquid assets (0.994 SOL and 16,383.46
21 USDC), and holds 27 pump.fun memecoins with no active trading pairs or market
22 liquidity. The wallet was not created until February 4, 2025 — three weeks after
23 Defendants began advertising the \$1,000,000+ prize pool — demonstrating that
24 Defendants began promoting the prizes before establishing even a nominal funding
25 mechanism. (*See Exhibits K, O.*)

26 b. The Solana Foundation had no involvement with the hackathon, and the Foundation
27 publicly denied any association on January 13, 2025 — before the hackathon’s January
28 15 launch — yet the hackathon launched and continued without correction. (*See Exhibit*
H.)

1 c. Defendants never conducted any judging process; and

2 d. Defendants did not announce winners within two weeks, or at any time within the
3 subsequent twelve months.

4 69. Defendants made the foregoing representations with knowledge of their falsity, or
5 with reckless disregard for their truth or falsity. The following circumstantial facts support a
6 strong inference of scienter as to each Defendant:

7 **Scienter as to Defendant Tate:**

8 a. On January 13, 2025, Tate declared to his millions of followers that he would be
9 “sponsoring everything myself” for a hackathon advertising “over a million dollars in
10 prizes.” At the time Tate made this statement, the G DAO Treasury Wallet — the only
11 prize fund repository identified on the hackathon website — did not yet exist; it was not
12 created until February 4, 2025, three weeks later. Tate thus personally pledged to fund a
13 \$1,000,000+ prize pool at a time when no treasury, no escrow, no bank account, no smart
14 contract, and no funding mechanism of any kind had been established to hold or disburse
15 prize funds. The prize pool Tate pledged to “sponsor everything myself” for did not
16 merely lack sufficient funding — it had zero funding and zero infrastructure. Tate either
17 knew this (because he was the self-described organizer of the hackathon) or recklessly
18 disregarded it (by pledging to personally fund a million-dollar prize pool without
19 ascertaining whether any funding existed). On the same day, the Solana Foundation
20 publicly denied any partnership with the hackathon on the X platform — the same
21 platform where Tate had posted his promotional video displaying the Foundation’s logo.
22 The Foundation CMO’s denial was posted as a direct public reply in the discussion
23 surrounding Tate’s promotional video. Tate, who was actively posting on X that day, was
24 aware of or recklessly disregarded the Foundation’s denial yet continued promoting the
25 hackathon;

26 b. On January 30, 2025, rather than facilitating judging or prize distribution, Tate
27 personally initiated a chain of communication that led to coordinated promotional
28 activity around a cryptocurrency token — minted that same day by an unknown third

1 party bearing the name of a hackathon participant’s showcased project (*see* Paragraph
2 44(m)) — coordinated by a person (Issa) with a documented history of pump-and-dump
3 token schemes in association with Tate. The following day, January 31, 2025, Tate
4 publicly endorsed the same project on X/Twitter as “perfect for the average crypto
5 trader” to an audience of 71,400 viewers — framing a purported hackathon submission
6 as a cryptocurrency trading product while the associated token was experiencing a
7 coordinated price spike. (*See* Exhibit W; Paragraph 44(k).) Tate’s consecutive-day
8 conduct — privately coordinating token promotion on January 30 and publicly endorsing
9 the project as a crypto trading product on January 31 — demonstrates that Tate was
10 aware the hackathon’s purpose was promotional exploitation rather than legitimate
11 contest performance;

12 c. Tate has a documented pattern of association with token promotion schemes. Issa,
13 the individual Tate directed to contact Bryan Mitchell, is the verified developer of the
14 \$DADDY token, which was “rugged” (liquidated in a coordinated sell-off) in January
15 2025 after Tate and Issa coordinated promotional activity. (*See* Paragraph 44(l).) This
16 pattern supports the inference that Tate was aware the hackathon showcase was being
17 used to generate attention for token trading activity;

18 **Scienter as to Doe Defendant 1:**

19 d. Doe Defendant 1 published prize representations totaling over \$1,000,000 on the
20 fundraiser.com website beginning on or about January 15, 2025 — yet the G DAO
21 Treasury Wallet, which Doe Defendant 1 itself displayed on the hackathon page as the
22 designated prize fund repository, was not created until February 4, 2025. The wallet
23 creation date is an immutable, publicly verifiable on-chain fact recorded on the Solana
24 blockchain. Doe Defendant 1 thus published specific prize amounts totaling over
25 \$1,000,000 for twenty consecutive days (January 15 through February 3, 2025) while no
26 treasury, no escrow, no funding mechanism, and no prize wallet of any kind existed. Doe
27 Defendant 1 was not merely negligent about funding — it advertised a million-dollar
28 prize pool during a period when zero dollars had been committed, zero infrastructure had

1 been created to hold prize funds, and the entity had taken no steps whatsoever toward
2 funding the prizes it was actively advertising. This chronology demonstrates that Doe
3 Defendant 1 knew the prizes were unfunded when the representations were made. After
4 the wallet was finally created, it never contained more than approximately \$16,513 in
5 liquid value — less than two percent of the advertised prize pool — and has never signed
6 a single outgoing transaction. The chronological sequence is devastating: (1) prize
7 advertising began January 15, 2025; (2) the wallet was not created until February 4, 2025
8 — three weeks later; (3) the wallet was funded at less than two percent of the advertised
9 amount; (4) the wallet has never signed a single outgoing transaction in its entire on-
10 chain history; (5) no judging infrastructure was established; (6) no judges were
11 identified; (7) no winners were announced; (8) no prizes were paid; and (9) all prize
12 representations remained posted on the website for twelve months while the showcase
13 page displayed Plaintiff’s project as promotional content. This sequence — in which Doe
14 Defendant 1 advertised prizes first, created a nominal wallet weeks later, funded it at a
15 fraction of the advertised amount, and then abandoned the contest entirely while
16 continuing to display participants’ projects — establishes a strong inference that Doe
17 Defendant 1 knew from the outset that the prizes would not be awarded. The inference of
18 actual knowledge is further compelled by the fact that Doe Defendant 1 simultaneously
19 controlled both sides of the representation: Doe Defendant 1 published the prize amounts
20 totaling over \$1,000,000 on the fundraiser.com website that Doe Defendant 1 itself
21 operated, and Doe Defendant 1 published the G DAO Treasury Wallet address on the
22 same website as the designated prize fund repository — a wallet that Doe Defendant 1,
23 as the operator of the platform, identified, selected, and displayed. Because Doe
24 Defendant 1 was the entity that chose to publish the wallet address as the prize fund, Doe
25 Defendant 1 necessarily knew the wallet’s contents — or recklessly failed to ascertain
26 them — at the time it represented to participants that over \$1,000,000 in prizes would be
27 awarded from that fund. Doe Defendant 1 cannot have published a wallet containing less
28 than two percent of the advertised prize pool as the “designated prize fund” without
 knowing that the wallet it was displaying was grossly insufficient to fund the prizes it

1 was simultaneously advertising. The wallet's contents were not hidden; they were
2 publicly verifiable on the Solana blockchain through any block explorer. Doe Defendant
3 1 had actual knowledge that its prize representations were false because it controlled the
4 only identified source of prize funds and knew — or deliberately avoided knowing —
5 that the source contained a fraction of the amounts being advertised;

6 e. Over twelve months of complete non-performance — no judging, no winners, no
7 prizes, no public explanation — while maintaining the hackathon website with all prize
8 representations intact and Plaintiff's project on continuous public display, is inconsistent
9 with an honest inability to perform and consistent with an original intent not to perform;

10 f. The showcase page displays only two genuine submissions alongside seven
11 placeholder entries marked "Coming Soon," indicating no genuine evaluation process
12 was ever established;

13 **Scienter as to Defendant New Era:**

14 g. On January 13, 2025, the Solana Foundation publicly denied any partnership with
15 the hackathon on the X platform. On that same day, Andrew Tate — New Era's CEO —
16 posted a promotional video for the hackathon on X displaying the Solana Foundation
17 logo and stating in his own words: "I decided to put together this hackathon —
18 unprecedented, never done before — over a million dollars in prizes" and "I'll be
19 sponsoring everything myself." (See Exhibit V.) The Solana Foundation CMO's denial
20 was posted as a direct public reply on X in the discussion surrounding Tate's promotional
21 video, on the same day. The denial generated significant public attention in the
22 cryptocurrency community and was covered by CryptoTimes the same week. (See
23 Exhibit H.) Tate, who was actively posting on X that same day promoting the hackathon
24 and personally claiming to be its sole sponsor, was aware of or recklessly disregarded the
25 Foundation's same-day, same-platform denial. This knowledge is imputable to New Era
26 because Tate is New Era's CEO;

27 h. New Era designated itself as "Main Sponsor" of the hackathon while the hackathon
28 website displayed prize representations totaling over \$1,000,000 without disclosing any

1 funding mechanism sufficient to pay those prizes. A basic inspection of the publicly
2 accessible G DAO Treasury Wallet — displayed on the very hackathon page to which
3 New Era directed its subscribers — using publicly available blockchain explorers such
4 as Solscan, would have revealed that the wallet contained less than two percent of the
5 advertised prize pool and had never signed an outgoing transaction. New Era’s failure to
6 conduct any due diligence before committing its brand and its subscribers to the
7 hackathon demonstrates reckless disregard for the truth of the contest’s prize
8 representations. Moreover, New Era’s CEO — the same individual who controlled New
9 Era’s decision to designate itself as “Main Sponsor” — personally pledged on January
10 13, 2025 to “sponsor everything myself” for a contest whose prize treasury did not yet
11 exist. Tate’s actual knowledge of the unfunded state of the prize pool is imputable to
12 New Era as a matter of law, establishing that New Era authorized the “Main Sponsor”
13 designation and the “Student Exclusive Period” banner with actual knowledge, through
14 its CEO, that the \$1,000,000+ prize pool those representations implicitly guaranteed was
15 entirely unfunded; and

16 i. On January 30, 2025, New Era’s CEO personally sent a direct message to the brother
17 of a hackathon participant, initiating a chain of communication that led to coordinated
18 promotional activity by a person (Issa) with a documented history of pump-and-dump
19 token schemes in association with Tate. (*See* Exhibits S, T, X.) This direct, personal
20 involvement by New Era’s CEO in coordinating promotional activity around a
21 cryptocurrency token minted by an unknown third party bearing the name of a hackathon
22 participant’s showcased project (*see* Paragraph 44(m)) — rather than facilitating judging
23 or prize distribution — supports the inference that New Era’s leadership was aware that
24 the hackathon’s true purpose was promotional exploitation rather than legitimate contest
25 performance. That inference is further strengthened by Tate’s public endorsement of the
26 same project the following day as “perfect for the average crypto trader” to an audience
27 of 71,400 viewers (*see* Exhibit W; Paragraph 44(k)), demonstrating that New Era’s CEO
28 was actively characterizing hackathon submissions as cryptocurrency trading
opportunities rather than AI projects warranting evaluation.

Scienter as to Defendants Thrifty and Legendary:

j. Defendants Thrifty and Legendary are the entities through which New Era’s platform “The Real World” is distributed to U.S. consumers. Every consumer-facing website associated with the platform identifies Thrifty and Legendary as distribution partners. The BBB profile for New Era Learning LLC lists Thrifty and Legendary as alternate business names — not merely as partners, but as names under which New Era itself operates. The BBB lists Thrifty’s address (800 North State Street) and Legendary’s address (221 North Broad Street) as the two locations of New Era Learning LLC. Upon information and belief, as the entities that process subscription payments and distribute The Real World to U.S. consumers, Thrifty and Legendary had access to subscriber registration data and engagement metrics showing hackathon-driven activity on The Real World platform. This data was available to Thrifty and Legendary through their ordinary course of business as payment processors and distributors. Upon information and belief, Thrifty and Legendary received a traceable share of the subscription revenue generated by hackathon-driven engagement. By facilitating the distribution of the platform that served as the hackathon’s designated “Main Sponsor” — while the publicly accessible G DAO Treasury Wallet displayed on the hackathon page contained less than two percent of the advertised prize pool, a fact ascertainable through a basic blockchain inspection — Thrifty and Legendary provided substantial assistance to the fraudulent scheme with knowledge of or reckless disregard for the fraud. Their actual knowledge is further established by the integrated enterprise relationship alleged in Paragraph 10: because Thrifty and Legendary are identified by the BBB as alternate business names for New Era — the names under which New Era itself conducts U.S. operations — and because they share the same principal address and operational infrastructure, New Era’s actual knowledge of the hackathon and its fraudulent character is directly attributable to Thrifty and Legendary as operating names of the same enterprise.

70. Defendants made these representations with the intent to induce Plaintiff to develop and submit Bangchain and other participants to develop and submit their own projects, thereby generating content, data, and promotional value for Defendants’ platforms. The economic

1 purpose of the scheme was as follows: by promising over \$1,000,000 in prizes that were never
2 funded, Defendants induced skilled developers to create functional AI projects and submit them
3 for public display, generating a showcase of legitimate project content that served as an ongoing
4 marketing asset for Defendants' venture capital platform (fundraiser.com) and educational
5 platform (The Real World). The contest simultaneously generated social media engagement and
6 promotional activity that expanded the reach of Defendants' brands. Defendants obtained all of
7 these benefits — project content displayed for over twelve months, subscriber data, platform
8 registrations, traffic, and brand promotion — in exchange for prize promises that were never
9 funded at more than two percent of the advertised amount and were never intended to be
10 honored, as demonstrated by the G DAO Treasury Wallet's creation three weeks after prize
11 advertising began, its total absence of outgoing transactions, and Defendants' complete failure to
12 establish any judging infrastructure.

13 71. Plaintiff actually and justifiably relied on Defendants' representations in deciding
14 to participate in the hackathon and in investing approximately 200 hours and direct out-of-
15 pocket costs over four weeks in North Las Vegas, Nevada developing and submitting
16 Bangchain. Specifically, Plaintiff relied on: (a) the prize representations totaling over
17 \$1,000,000, which induced Plaintiff to devote weeks of skilled development labor to the project;
18 (b) the three-round judging process and defined criteria, which Plaintiff used to design and
19 calibrate Bangchain's technical features; (c) the winner announcement timeline of approximately
20 two weeks, which set Plaintiff's expectation that the contest would conclude promptly; (d) New
21 Era's designation as "Main Sponsor" of the hackathon, which signaled to Plaintiff that the
22 contest had institutional backing from a known commercial entity and was therefore worth the
23 investment of time and resources; and (e) Defendant Tate's personal pledge that "I'll be
24 sponsoring everything myself," made in a promotional video posted to the X platform on
25 January 13, 2025 (*see* Exhibit V), which constituted a personal financial commitment by an
26 identified individual to fund the hackathon's \$1,000,000+ prize pool and which, combined with
27 the specificity of the prize amounts and the professional contest infrastructure, induced Plaintiff
28 to conclude that the prizes were personally guaranteed by Tate and would be awarded. Plaintiff
would not have invested the approximately 200 hours and direct costs required to develop and

1 submit Bangchain but for these representations. Plaintiff’s reliance was justifiable given the
2 specificity of the prize amounts, the professional quality of the contest website, the detailed
3 judging criteria, the formal submission infrastructure, the named sponsors, and the identity
4 verification requirement through an established platform. *See Barmettler v. Reno Air, Inc.*, 114
5 Nev. 441, 956 P.2d 1382 (1998); *see also Kearns v. Ford Motor Co.*, 567 F.3d 1120 (9th Cir.
6 2009).

7 72. Defendant Tate is personally liable for fraudulent misrepresentation because Tate
8 personally made false representations to the public with knowledge of their falsity. On January
9 13, 2025, Tate personally declared “I’ll be sponsoring everything myself” for a hackathon
10 advertising over \$1,000,000 in prizes, while displaying the unauthorized Solana Foundation
11 logo. At the time Tate made this statement, no prize funding mechanism of any kind existed —
12 no treasury wallet, no escrow account, no bank account, and no smart contract had been created
13 to hold or disburse the prizes Tate pledged to personally fund. The G DAO Treasury Wallet was
14 not created until three weeks later, on February 4, 2025, and when it was finally created, it was
15 funded at less than two percent of the advertised amount and never signed a single outgoing
16 transaction. The Solana Foundation had publicly denied any partnership on the same platform,
17 on the same day Tate made his promotional video. Tate thus personally represented that he
18 would fund a \$1,000,000+ prize pool while knowing or recklessly disregarding that no funds
19 had been allocated, no funding mechanism existed, and a claimed partner had publicly
20 disavowed the event. Tate further personally coordinated promotional activity around a
21 cryptocurrency token — minted that same day by an unknown third party bearing the name of a
22 hackathon participant’s showcased project (*see* Paragraph 44(m)) — through Issa on January 30,
23 2025, and publicly endorsed the project on X/Twitter the following day as “perfect for the
24 average crypto trader” in a post viewed 71,400 times (*see* Exhibit W), demonstrating that Tate
25 was aware the hackathon’s purpose was promotional exploitation rather than legitimate contest
26 performance. If New Era was never formally organized as a limited liability company, Tate has
27 no corporate shield and is personally liable for all obligations incurred under the New Era name.
28 Even if New Era was validly formed, Tate is personally liable for his own tortious conduct
regardless of his status as an officer or member of New Era.

72a. Defendant New Era is independently liable for fraudulent misrepresentation because New Era itself made express, affirmative representations of fact to hackathon participants. As set forth in Paragraph 67(g), New Era made three categories of express representations: (1) the “Main Sponsor” designation, by which New Era expressly represented that it had committed institutional support and credibility to the hackathon and its \$1,000,000+ prize pool; (2) the “THE REAL WORLD STUDENT EXCLUSIVE PERIOD” banner, by which New Era expressly represented to its own paying subscribers that the hackathon was a genuine, New Era–endorsed contest offering exclusive access to Real World students; and (3) subscriber-directed marketing through the “Student Exclusive Period” banner and live purchase notifications on the fundraiser.com/apply page, by which New Era expressly represented that it was commercially invested in and profiting from the hackathon. Each of these was an express, written or displayed representation of fact — not a vague implication — published on pages within or linked to New Era’s commercial ecosystem and directed at New Era’s subscriber base. To be clear: the words “Main Sponsor” are literal text published on the fundraiser.com/hackathon page; the words “THE REAL WORLD STUDENT EXCLUSIVE PERIOD” are literal text published on the fundraiser.com/apply page; the live purchase notifications (e.g., “[Name] from [Country] has purchased The Real World”) are literal text dynamically displayed on the same fundraiser.com/apply page. These are not inferences drawn by Plaintiff from New Era’s conduct — they are the actual, verbatim words that New Era caused to be published on identified webpages on identified dates. Each was false: the contest was funded at less than two percent of the advertised amount, was never performed, and New Era had conducted no due diligence to verify the contest’s legitimacy before directing its subscribers to participate. New Era made these representations with knowledge or reckless disregard of their falsity: New Era’s CEO was actively posting on X/Twitter on January 13, 2025 — the same day the Solana Foundation publicly denied involvement — and was aware of or recklessly disregarded the Foundation’s same-day, same-platform denial (¶ 69(g)); a basic inspection of the publicly accessible G DAO Treasury Wallet displayed on the hackathon page would have revealed that the prize pool was funded at less than two percent of the advertised amount (¶ 69(h)); and New Era nonetheless continued its “Main Sponsor” designation, its subscriber-

1 directed marketing, and its identity-verification requirement on the fundraiser.com/apply page
2 without any correction or disclaimer. In addition, New Era provided substantial assistance to
3 Doe Defendant 1's fraudulent scheme by authorizing the integration of its proprietary platform
4 throughout the fundraiser.com ecosystem — including as the identity-verification mechanism on
5 the investment application page at fundraiser.com/apply — which lent institutional credibility to
6 the contest and enabled the collection of participants' personal data. *See In re First Alliance*
7 *Lending Corp.*, 471 F.3d 977, 993 (9th Cir. 2006); *Halberstam v. Welch*, 705 F.2d 472, 484 (D.C.
8 Cir. 1983).

9 72b. Defendants Thrifty and Legendary are liable for fraudulent misrepresentation as
10 participants in the integrated enterprise through which the fraudulent representations were made
11 and disseminated. Thrifty and Legendary are identified on every consumer-facing website as the
12 distribution partners for "The Real World," the platform designated as the hackathon's "Main
13 Sponsor." The BBB lists "Thrifty Consulting LLC" and "Legendary Courses, Inc" as alternate
14 business names for New Era Learning LLC — not as independent entities. Thrifty's address
15 (800 North State Street) is listed as New Era's primary business address. Upon information and
16 belief, Thrifty and Legendary are the entities through which New Era conducts its U.S.
17 commercial operations, and they participated in and profited from the scheme by distributing the
18 platform designated as the hackathon's "Main Sponsor." In the alternative, Thrifty and
19 Legendary are liable for aiding and abetting Doe Defendant 1's and Tate's fraudulent scheme
20 because they: (a) had actual knowledge of the fraud because, as the entities identified by the
21 BBB as alternate business names for New Era — not independent partners, but names under
22 which New Era itself operates — Thrifty and Legendary are the same enterprise as New Era and
23 share the same operational knowledge. The BBB's designation is not an external classification;
24 it reflects the manner in which New Era holds itself out to consumers — listing Thrifty's and
25 Legendary's addresses as New Era's own business locations. Because Thrifty and Legendary are
26 the names under which New Era conducts its U.S. commercial operations, New Era's actual
27 knowledge of the hackathon — established through its CEO Tate's personal promotion, the
28 same-day Solana Foundation denial, and the publicly verifiable wallet deficiency (see ¶¶ 69(g)–
(i)) — is directly attributable to Thrifty and Legendary as the operating names of the same

1 enterprise. Their actual knowledge is further established by the following particularized facts: (i)
2 the BBB identifies Thrifty and Legendary not as independent partners but as *alternate business*
3 *names* for New Era Learning LLC — meaning, as the BBB reports it, they *are* New Era, and
4 New Era’s actual knowledge of the hackathon is imputed to its own alternate names; (ii) Thrifty
5 and Legendary share a principal business address with New Era (800 North State Street, Dover,
6 Delaware), from which the enterprise’s U.S. operations are conducted; (iii) as the entities
7 identified on every consumer-facing page as the distribution and payment-processing partners
8 for The Real World, Thrifty and Legendary necessarily received, reviewed, or had access to the
9 subscription-payment data showing new hackathon-driven registrations — a sudden influx of
10 approximately \$49.99/month payments from users who purchased subscriptions in connection
11 with a publicly promoted contest; (iv) the hackathon was promoted through Tate’s personal
12 social media to millions of followers and through the fundraiser.com website, making it publicly
13 known to anyone involved in the enterprise’s operations; and (v) the publicly verifiable G DAO
14 Treasury Wallet — which Thrifty and Legendary, as insiders of the enterprise, were positioned
15 to inspect — contained less than two percent of the advertised prize pool, a fact that would have
16 alerted any entity with knowledge of the contest to the fraudulent character of the prize
17 representations; (b) provided substantial assistance by processing subscription payments from
18 hackathon participants who purchased subscriptions in connection with the hackathon, thereby
19 directly monetizing the fraudulent scheme and enabling the collection of subscription revenue
20 that constituted a primary economic objective of the fraud. Without Thrifty’s and Legendary’s
21 active participation in processing these payments and distributing the platform, the deep
22 integration between the hackathon and Defendants’ subscription ecosystem — and the
23 associated subscription revenue extraction — could not have functioned; and (c) derived direct
24 financial benefit from the hackathon-induced subscriptions. *See In re First Alliance Lending*
25 *Corp.*, 471 F.3d 977, 993 (9th Cir. 2006); *Halberstam v. Welch*, 705 F.2d 472, 484 (D.C. Cir.
26 1983).

27 72c. In the alternative, and to the extent this Court concludes that the Complaint does
28 not adequately allege that Defendants Thrifty or Legendary made direct fraudulent
misrepresentations satisfying Rule 9(b), Defendants Thrifty and Legendary are independently

1 liable under a theory of aiding and abetting fraud. Under Nevada law, a defendant is liable for
2 aiding and abetting a tort when the defendant (1) knows that the other party's conduct
3 constitutes a breach of duty, and (2) gives substantial assistance or encouragement to the other
4 party. *See Halberstam v. Welch*, 705 F.2d 472, 484 (D.C. Cir. 1983); *In re First Alliance Lending*
5 *Corp.*, 471 F.3d 977, 993 (9th Cir. 2006). Thrifty and Legendary satisfy both elements: first, as
6 the entities through which New Era distributes The Real World to U.S. consumers — identified
7 as distribution partners on every consumer-facing website and listed by the BBB as alternate
8 business names for New Era — Thrifty and Legendary had actual knowledge — directly
9 attributable from New Era because the BBB identifies them as alternate business names for New
10 Era, not as independent entities — that the hackathon was advertising over \$1,000,000 in prizes
11 funded at less than two percent of the advertised amount and that New Era's platform was
12 designated as "Main Sponsor" of the contest. This knowledge is inferable from the
13 particularized facts set forth in Paragraph 72b(a)(i)–(v), including the BBB's identification of
14 Thrifty and Legendary as alternate business names for New Era, their shared principal address,
15 their processing of hackathon-driven subscription payments, the public promotion of the
16 hackathon, and the publicly verifiable G DAO Treasury Wallet balance; second, Thrifty and
17 Legendary provided substantial assistance to Doe Defendant 1's and Tate's fraudulent scheme
18 by continuing to distribute the platform designated as "Main Sponsor" of the hackathon,
19 processing hackathon-driven subscription payments, and maintaining the commercial
20 infrastructure that lent institutional credibility to the fraudulent contest.

21 73. As a direct and proximate result of Defendants' fraudulent misrepresentations, and
22 Plaintiff's justifiable reliance thereon, Plaintiff has suffered damages in an amount to be proven
23 at trial, including: (a) reliance damages — the reasonable value of approximately 200 hours of
24 skilled development labor at the prevailing market rate for freelance AI development services of
25 approximately \$150 per hour (approximately \$30,000), plus direct out-of-pocket costs including
26 cloud computing resources, development tools, Solana blockchain integration resources, and the
27 Real World subscription purchased in connection with the hackathon (approximately \$49.99 per
28 month), all of which Plaintiff invested in creating and submitting Bangchain in reliance on the
false prize, judging, and sponsorship representations and would not have invested but for those

1 representations; (b) lost prize opportunity — in the alternative or in addition to reliance
2 damages, the destruction of Plaintiff’s substantial chance of receiving prizes as one of only two
3 participants whose projects were publicly displayed in a contest advertising over \$1,000,000 in
4 prizes, recoverable under the lost-chance doctrine; (c) opportunity costs — the value of
5 freelance AI development opportunities that Plaintiff declined in reliance on the false
6 representations; and (d) unauthorized commercial exploitation — the value of Defendants’
7 twelve-month use of Plaintiff’s Bangchain as the lead entry on the showcase page as ongoing
8 promotional marketing content for Defendants’ venture capital and educational platforms, which
9 exploitation was made possible by, and is a direct consequence of, the fraudulent inducement
10 that caused Plaintiff to submit the project in the first instance.

11 **FIFTH CAUSE OF ACTION**

12 **Violation of Nevada Deceptive Trade Practices Act**

13 **(NRS 598.0903 *et seq.*)**

14 **(Against All Defendants)**

15
16 74. Plaintiff repeats and realleges Paragraphs 1 through 3 (Introduction), 4 through 10b
17 (The Parties), 21 through 24 (Defendants’ Promotion and the Solana Foundation’s Denial), 25
18 through 38a (Contest Terms, Plaintiff’s Participation, and the Inducement Structure), 39 through
19 43 (Defendants’ Complete Failure to Perform), 44(a) through 44(r) (Additional Circumstances
20 Supporting Deceptive Intent), and 45 through 46 (Defendant New Era’s Operational Role) as if
21 fully set forth herein.

22 75. At all relevant times, each Defendant qualified as a “person” engaged in “trade or
23 commerce” within the meaning of NRS 598.0903. NRS 598.0903(1) defines “person” to include
24 “a natural person, corporation, trust, partnership, incorporated or unincorporated association,
25 and any other legal entity.” Defendant Tate is a natural person who operates a commercial
26 enterprise encompassing a paid subscription platform (The Real World), a venture capital
27 platform (fundraiser.com), and personal brand licensing; Tate participated in trade or commerce
28 by using the hackathon to advertise his branded platform and to generate commercial attention

1 for cryptocurrency tokens associated with hackathon participants — as confirmed by Tate’s own
2 public characterization of a hackathon project as “perfect for the average crypto trader” on
3 January 31, 2025 (*see* Exhibit W). Defendant New Era is a legal entity that operates The Real
4 World as a paid subscription platform selling subscriptions to consumers located in Nevada and
5 nationwide; New Era used the hackathon to promote The Real World by designating it as “Main
6 Sponsor,” directing its subscribers to participate through the “Student Exclusive Period,” and
7 commercially benefiting from hackathon-driven subscriber engagement; the “Student Exclusive
8 Period” further demonstrates that New Era used the hackathon as a marketing vehicle for its
9 paid subscription service. Doe Defendant 1 is a legal entity that operated fundraiser.com as a
10 commercial venture capital platform accessible to and used by consumers in Nevada, including
11 Plaintiff, who accessed the platform and submitted his project while physically located in North
12 Las Vegas, Nevada. Defendants Thrifty and Legendary are legal entities that participated in trade
13 or commerce as the entities through which The Real World platform is distributed to U.S.
14 consumers, including Nevada consumers; they are identified on every consumer-facing website
15 as distribution partners, and the BBB lists them as alternate business names for New Era
16 Learning LLC. Each Defendant’s conduct constitutes “trade” or “commerce” as those terms are
17 broadly construed under the NDTPA. Plaintiff’s nexus to Nevada commerce is direct and
18 specific: Plaintiff purchased a Real World subscription in connection with the hackathon while
19 physically located in North Las Vegas, Nevada; Plaintiff accessed the fundraiser.com website
20 and submitted his project from North Las Vegas, Nevada; Plaintiff received and relied upon all
21 of Defendants’ deceptive representations while located in North Las Vegas, Nevada; and
22 Plaintiff performed all of his development labor in North Las Vegas, Nevada. The deceptive
23 representations were transmitted into Nevada via the internet and received by a Nevada
24 consumer, establishing the requisite nexus to Nevada commerce. Critically, the hackathon was
25 not a standalone activity separate from Defendants’ commercial enterprise — it was itself a
26 deceptive *advertisement* for the subscription service. The sequence is dispositive: Defendants
27 first published false prize representations to attract developer attention, then channeled those
28 developers into the subscription ecosystem through the “Student Exclusive Period” promotion,
the “Main Sponsor” designation, and the deep integration of Real World throughout the

1 fundraiser.com ecosystem, and then collected approximately \$49.99 per month from each
2 developer who subscribed. The hackathon functioned as a customer-acquisition campaign for
3 the subscription service, no different in kind from a fraudulent advertisement that induces a
4 consumer to enter a store and make a purchase. The hackathon's prize representations, judging
5 criteria, and professional infrastructure functioned as marketing materials designed to induce
6 consumers to purchase Real World subscriptions, which was the primary revenue-generating
7 mechanism of the scheme. The subscription is the "good or service" within the meaning of the
8 NDTPA; the hackathon was the deceptive advertisement for that good or service. The NDTPA
9 prohibits deceptive practices "in connection with" the sale of goods or services (NRS 598.0915),
10 and the hackathon was conducted entirely "in connection with" the sale of Real World
11 subscriptions — the hackathon was structured as an extension of Defendants' Real World
12 ecosystem — with The Real World designated as "Main Sponsor," competition tiers mirroring
13 Real World membership tiers, and the "Student Exclusive Period" channeling subscribers into
14 the contest — making the hackathon a promotional vehicle for subscription sales. Defendants
15 used the Hackathon as an integral part of their commercial enterprise — including to attract
16 attention to their brands, drive traffic to their platforms, and induce engagement with their paid
17 ecosystem. Plaintiff's participation in the hackathon constituted a "consumer transaction" within
18 the meaning of the NDTPA because: (i) Plaintiff purchased a paid subscription to The Real
19 World at approximately \$49.99 per month in connection with the hackathon — the hackathon
20 was deeply integrated with Defendants' Real World ecosystem through the "Main Sponsor"
21 designation, the "Student Exclusive Period," and the mirroring of Real World membership tiers,
22 and this integration induced Plaintiff to purchase the subscription — and this \$49.99/month
23 subscription is, standing alone, an indisputable consumer transaction: it is the purchase of a
24 commercial service (access to an online educational platform) by a consumer (Plaintiff) from a
25 commercial vendor (Defendants); (ii) Plaintiff was not a first-time customer of Defendants'
26 platform — Plaintiff had previously purchased Real World subscriptions on two separate prior
27 occasions (approximately November 2022 and approximately March 2024), each time for
28 approximately one month (*see* Exhibit Y), establishing an ongoing consumer relationship with
Defendants' commercial subscription service that predated the hackathon by more than two

1 years; (iii) the hackathon was promoted and marketed as a commercial offering of Defendants’
2 enterprise, integrated into the same website ecosystem as Defendants’ venture capital platform
3 and subscription business; and (iv) the hackathon served as a promotional vehicle for
4 Defendants’ paid subscription platform, inducing participants — including Plaintiff — to engage
5 with Defendants’ commercial ecosystem and purchase subscriptions. The NDTPA broadly
6 protects consumers from deceptive trade practices in connection with the sale or advertisement
7 of goods and services; the hackathon’s prize representations constituted advertising of services
8 in connection with Defendants’ commercial enterprise. *See Picus v. Wal-Mart Stores, Inc.*, 256
9 F.R.D. 651, 658 (D. Nev. 2009) (deceptive advertising that induces a consumer purchase gives
10 rise to NDTPA liability).

11 75a. In the alternative, even if this Court were to conclude that Plaintiff’s participation
12 in the hackathon itself was not a consumer transaction, Plaintiff’s purchase of a Real World
13 subscription at approximately \$49.99 per month was itself an indisputable consumer transaction
14 within the meaning of the NDTPA. The subscription is a paid purchase of a commercial service
15 (access to an online educational platform) from a commercial vendor (New Era, through its
16 distribution partners Thrifty and Legendary) by a consumer (Plaintiff). There is no ambiguity:
17 the purchase of a \$49.99/month subscription to a commercial platform is the paradigmatic
18 consumer transaction the NDTPA was enacted to protect. The NDTPA defines “consumer
19 transaction” broadly and does not exclude purchases that are also prerequisites to other
20 activities. A consumer who purchases a gym membership in reliance on a gym’s false
21 advertising has standing under a consumer-protection statute regardless of what the consumer
22 does after purchasing the membership. Similarly, a consumer who purchases a subscription to an
23 educational platform in reliance on false representations about a contest hosted through that
24 platform has standing under the NDTPA because the subscription itself is the consumer
25 transaction, and the false representations induced it. The NDTPA is to be liberally construed to
26 effectuate its protective purposes. *See Poole v. Nev. Auto Dealership Invs., LLC*, 135 Nev. Adv.
27 Op. 31 (Ct. App. 2019). Moreover, the subscription purchase is the “but for” consumer
28 transaction: but for Defendants’ deceptive hackathon representations — including the
\$1,000,000+ prize pool, the defined judging criteria, and the “Main Sponsor” endorsement —

1 Plaintiff would not have purchased the Real World subscription at all. The subscription was not
2 purchased for its educational content but was induced by the hackathon's deep integration with
3 Defendants' Real World ecosystem — including the "Main Sponsor" designation, the "Student
4 Exclusive Period" promotion, and the mirroring of Real World membership tiers in the
5 hackathon's competition structure — which led Plaintiff to believe that a Real World
6 subscription was connected to meaningful hackathon participation. Plaintiff's development labor
7 damages flow from the same deceptive course of conduct that induced the subscription
8 purchase: the deceptive prize representations induced the subscription, and the subscription
9 enabled the participation that consumed approximately 200 hours of Plaintiff's skilled
10 development labor. The subscription and the development labor are not separate transactions but
11 sequential steps in a single, integrated course of consumer conduct induced by a unified set of
12 deceptive representations.

13 75a-1. Plaintiff's prior subscription history defeats — rather than supports — any
14 defense argument that the January 2025 subscription was unrelated to the hackathon. Plaintiff
15 had previously subscribed to The Real World on two separate occasions: approximately
16 November 2022 and approximately March 2024, each time for approximately one month. (*See*
17 Exhibit Y.) Critically, both prior subscriptions lapsed after approximately one month and were
18 not renewed. At the time the hackathon was announced in January 2025, Plaintiff had no active
19 Real World subscription and had not maintained one for approximately ten months. This pattern
20 — two brief subscriptions, each voluntarily discontinued after approximately one month,
21 followed by a ten-month gap with no subscription — establishes a clear baseline: absent the
22 hackathon, Plaintiff would not have purchased a new subscription. Plaintiff had twice
23 independently determined that the educational content alone was not worth maintaining, and
24 each time allowed the subscription to lapse. The January 2025 subscription broke this pattern
25 only because a new intervening cause — Defendants' deceptive hackathon representations —
26 induced Plaintiff to re-subscribe. The prior subscriptions thus function as a natural experiment in
27 but-for causation: they demonstrate what Plaintiff does when there is no hackathon (subscribes
28 briefly, then cancels) and what Plaintiff does when Defendants announce a \$1,000,000+ prize
contest integrated with the subscription platform (re-subscribes after a ten-month hiatus). The

1 only variable that changed between Plaintiff's pattern of non-subscription and the January 2025
2 purchase was the hackathon. Moreover, Plaintiff's familiarity with the platform as a prior
3 subscriber reinforces the reasonableness of Plaintiff's reliance: Plaintiff knew Defendants'
4 platform was a genuine commercial enterprise with real infrastructure and a real subscriber base,
5 which made the hackathon's integration with that platform appear credible and legitimate. A
6 consumer who has previously transacted with a vendor is more — not less — reasonable in
7 relying on that vendor's subsequent representations, because the consumer has personal
8 experience with the vendor's commercial operations. Plaintiff's status as a repeat consumer of
9 Defendants' platform confirms both that the January 2025 subscription was a consumer
10 transaction and that Plaintiff's reliance on the hackathon representations was reasonable.

11 75a-2. Defendants' deceptive representations about the hackathon — including the
12 false prize representations in violation of NRS 598.0915(1), the false Solana Foundation
13 partnership in violation of NRS 598.0915(2), the advertising with intent not to provide prizes as
14 advertised in violation of NRS 598.0915(9), and the knowing false representations in a
15 transaction in violation of NRS 598.0915(15) — directly induced Plaintiff to enter into that
16 consumer transaction. Plaintiff would not have purchased a Real World subscription but for the
17 fraudulent hackathon representations that induced him to engage with Defendants' ecosystem.
18 Plaintiff's subscription purchase was therefore a direct and proximate result of the deceptive
19 trade practices. To state the causal chain with specificity: (1) Defendants made false prize
20 representations totaling over \$1,000,000 in violation of NRS 598.0915(1); (2) Defendants
21 represented that the hackathon had the sponsorship of the Solana Foundation and New Era in
22 violation of NRS 598.0915(2); (3) Defendants advertised prizes with the intent not to provide
23 them in violation of NRS 598.0915(9); (4) Defendants knowingly made false representations in
24 a transaction in violation of NRS 598.0915(15); (5) these deceptive representations induced
25 Plaintiff to participate in the hackathon; (6) in connection with that participation, Plaintiff
26 purchased a Real World subscription at \$49.99/month (the consumer transaction); and (7)
27 Plaintiff would not have purchased the subscription but for the deceptive representations. The
28 subscription purchase was not collateral to the deception — it was part of how Defendants

1 monetized the deception, as the hackathon served as a deceptive advertisement for New Era's
2 subscription service.

3 75a-3. Plaintiff's development labor — approximately 200 hours of skilled AI
4 development work at a prevailing market rate of approximately \$150 per hour — was likewise a
5 direct and proximate result of the deceptive trade practices that induced the consumer
6 transaction. The subscription purchase and the development labor were not independent acts;
7 they were sequential steps in a single integrated course of conduct induced by the same
8 deceptive representations. Defendants designed the hackathon as an integrated acquisition
9 funnel in which the deceptive prize representations induced participation, participation was
10 intertwined with Defendants' subscription ecosystem, inducing Plaintiff to purchase the
11 subscription (the consumer transaction). The development labor was the foreseeable and
12 intended consequence of the same deceptive representations that induced the subscription
13 purchase. Under NRS 598.0963(1), a victim of consumer fraud may recover "the amount of any
14 actual damages sustained" as a "direct and proximate result" of the deceptive practice. Because
15 Defendants designed the deceptive scheme to extract both the subscription fee and substantial
16 development labor from participants, and because Plaintiff's labor was the intended and
17 foreseeable consequence of the deceptive representations that induced the consumer transaction,
18 Plaintiff's full reliance damages — including the value of his development labor — constitute
19 ascertainable loss proximately caused by Defendants' deceptive trade practices. The NDTPA's
20 private right of action therefore extends to Plaintiff regardless of whether the hackathon
21 participation itself constitutes a consumer transaction, because the deceptive trade practices
22 directly caused Plaintiff to enter into a separate, indisputable consumer transaction (the
23 subscription purchase) and to suffer ascertainable loss as a direct and proximate result. NRS
24 598.0963(1) authorizes recovery of "the amount of any actual damages sustained by the person
25 as a result of the consumer fraud" (emphasis added). The statute says "any actual damages" —
26 not "damages limited to the price of the consumer transaction." Because Plaintiff's development
27 labor was induced by the same deceptive representations that induced the consumer transaction,
28 and because those representations were designed to extract both the subscription fee and the
development labor as part of a single integrated scheme, Plaintiff's full reliance damages —

1 including the approximately \$30,000 value of his development labor — constitute “actual
2 damages sustained . . . as a result of” the deceptive practices within the meaning of NRS
3 598.0963(1). The NDTPA’s damages provision contains no cap tied to the price of the consumer
4 transaction, and Nevada courts have not imposed one. The statute authorizes recovery of “the
5 amount of any actual damages sustained” — language that is deliberately expansive and that
6 encompasses all foreseeable economic harm flowing from the deceptive practices, not merely
7 the price paid in the initial consumer transaction. *See Picus v. Wal-Mart Stores, Inc.*, 256 F.R.D.
8 651, 658 (D. Nev. 2009) (NDTPA damages encompass losses sustained as a result of the
9 deceptive practice, not merely the purchase price). The causal chain from the \$49.99
10 subscription to the \$30,000 in development labor is neither attenuated nor unprecedented — it is
11 the precise, foreseeable, and intended consequence of Defendants’ integrated scheme.
12 Defendants designed the hackathon as a single acquisition funnel in which the deceptive prize
13 representations induced participation, participation was intertwined with Defendants’
14 subscription ecosystem, inducing Plaintiff to purchase the subscription (the consumer
15 transaction), and the subscription purchase accompanied and facilitated the development labor
16 that the scheme was designed to extract. Each step in this chain was planned, structured, and
17 executed by Defendants: Defendants set the prize amounts to induce participation, Defendants
18 integrated the subscription requirement into the contest ecosystem, and Defendants published
19 the judging criteria and timeline that shaped the scope and duration of Plaintiff’s labor. The
20 development labor was not a collateral consequence of an unrelated consumer purchase — it
21 was the primary economic value Defendants sought to extract through the deceptive scheme,
22 with the subscription serving as the commercial gateway through which Defendants monetized
23 participants’ engagement with the hackathon ecosystem. The relationship between the
24 subscription and the development labor is analogous to established NDTPA precedent: a
25 consumer who purchases a vehicle in reliance on a dealer’s false odometer representation may
26 recover not only the purchase price but also the cost of repairs necessitated by the vehicle’s true
27 condition — consequential damages that exceed the consumer transaction price but flow directly
28 and foreseeably from the deception. *See Poole v. Nev. Auto Dealership Invs., LLC*, 135 Nev.
Adv. Op. 31, at *11–12 (Ct. App. 2019) (affirming NDTPA liability for deceptive practices

1 inducing consumer transactions and recognizing broad remedial scope). Here, the development
2 labor is the functional equivalent of consequential damages: it was the foreseeable, intended,
3 and designed consequence of the deceptive representations that induced the consumer
4 transaction. To impose a transaction-price cap would render the NDTPA impotent against
5 sophisticated fraud schemes that use low-cost consumer transactions as gateways to extract far
6 greater economic value — precisely the type of scheme at issue here, where a \$49.99
7 subscription was induced by a contest designed to extract hundreds of hours of skilled
8 development labor from each participant. The Nevada Legislature’s intent to reach beyond the
9 gateway transaction price is further confirmed by NRS 598.0963(2), which authorizes *treble*
10 damages for willful violations — a multiplier that, by definition, extends recovery beyond the
11 consumer’s out-of-pocket expenditure and that presupposes the availability of a meaningful base
12 damages figure. At the pleading stage, this Court need not resolve the ultimate scope of
13 recoverable damages; it need only conclude that Plaintiff has plausibly alleged that his
14 development labor was an “actual damage[] sustained . . . as a result of” the deceptive practices
15 — a question for summary judgment or trial, not for Rule 12(b)(6) dismissal. *See Poole*, 135
16 Nev. Adv. Op. 31 (remedial statutes receive liberal construction).

17 75b. The NDTPA is remedial consumer-protection legislation entitled to liberal
18 construction. *See Poole v. Nev. Auto Dealership Invs., LLC*, 135 Nev. Adv. Op. 31, at *11 (Ct.
19 App. 2019) (holding that “[b]ecause the NDTPA is a remedial statutory scheme,” courts must
20 “afford[] [it] liberal construction to accomplish its beneficial intent”) (quoting *Welfare Div. of*
21 *State Dep’t of Health, Welfare & Rehab. v. Washoe Cty. Welfare Dep’t*, 88 Nev. 635, 637, 503
22 P.2d 457, 458 (1972)); *see also Betsinger v. D.R. Horton, Inc.*, 126 Nev. 162, 166, 232 P.3d 433,
23 436 (2010) (“Statutory offenses that sound in fraud are separate and distinct from common law
24 fraud.”). Under NRS 598.0963(1), a victim of consumer fraud may recover “the amount of any
25 actual damages sustained” as a “direct and proximate result” of the deceptive practice.
26 Ascertainable loss under the NDTPA is not limited to the price of the consumer transaction
27 itself; it encompasses all economic harm that flows directly and proximately from the deception
28 that induced the transaction. Plaintiff’s deceptive-practice-induced subscription purchase was
the consumer transaction through which Defendants monetized Plaintiff’s hackathon

1 participation, and Plaintiff's subsequent investment of approximately 200 hours of development
2 labor and associated costs was the direct and foreseeable consequence of the same deceptive
3 representations that induced the subscription purchase. Because the subscription was a
4 prerequisite imposed by Defendants as part of their integrated commercial acquisition funnel —
5 and because Defendants designed that funnel specifically to convert hackathon participants into
6 paying subscribers — Plaintiff's full reliance damages constitute ascertainable loss proximately
7 caused by the deceptive trade practices that induced the consumer transaction.

8 76. Defendants engaged in deceptive trade practices in violation of NRS 598.0915 by,
9 among other things:

10 a. **NRS 598.0915(1) — Knowingly making false representations as to the**
11 **characteristics, uses, benefits, or quantities of goods or services.** Defendants
12 knowingly made false representations of fact concerning the Hackathon by representing
13 that over \$1,000,000 in prizes would be awarded to participants when Defendants had no
14 intent or ability to pay such prizes. The falsity of these representations is established by:
15 the G DAO Treasury Wallet containing less than two percent of the advertised prize
16 pool; the wallet having never signed an outgoing transaction; the wallet not being created
17 until three weeks after prize advertising began; twelve months of complete non-
18 performance; and the total absence of any judging process. (*See* Exhibits B, K, O.) Each
19 Defendant participated in these false representations: Doe Defendant 1 published the
20 specific prize amounts on the fundraiser.com website and the @fundraiser_com
21 X/Twitter account, specifying a \$500,000 grand prize, a \$200,000 runner-up prize, a
22 \$100,000 award, and additional category prizes totaling over \$1,000,000; Defendant Tate
23 personally declared to his millions of followers on January 13, 2025 that he would be
24 “sponsoring everything myself” for a contest advertising “over a million dollars in
25 prizes,” personally representing that over \$1,000,000 in prizes would be awarded when
26 he knew or recklessly disregarded that no funding mechanism existed; and Defendant
27 New Era expressly designated itself as “Main Sponsor” of a contest advertising over
28 \$1,000,000 in prizes, directed its paying subscribers to participate through the “Student
Exclusive Period” banner, and deeply integrated its commercial platform into the

1 hackathon ecosystem through the Main Sponsor designation and Student Exclusive
2 Period promotion — thereby inducing participants to purchase subscriptions and
3 collecting subscription revenue from participants drawn in by the false prize
4 representations. Each Defendant’s participation in the false prize representations violated
5 NRS 598.0915(1) independently.

6 **b. NRS 598.0915(2) — Representing that goods or services have the sponsorship,**
7 **approval, characteristics, accessories, uses, or benefits that they do not have.**

8 Defendants represented, directly and expressly, that the hackathon had the sponsorship,
9 approval, and affiliation of the Solana Foundation when it did not. Tate personally
10 displayed the Solana Foundation’s logo in his January 13, 2025 promotional video; the
11 hackathon website displayed the logo beginning January 12, 2025. The Solana
12 Foundation publicly denied any involvement on January 13, 2025, before the hackathon
13 launched. (*See* Exhibit H.) Defendants further represented that the hackathon had the
14 sponsorship of New Era (“Main Sponsor” designation) and that such sponsorship was
15 backed by institutional commitment, when in fact New Era provided no funding and
16 conducted no due diligence.

17 **c. NRS 598.0915(9) — Advertising goods or services with the intent not to sell or**
18 **provide them as advertised.**

19 Defendants advertised the hackathon and its prizes with
20 the intent not to provide the prizes as advertised. The intent not to perform is established
21 by the totality of the following circumstantial evidence: Defendants began advertising
22 prizes totaling over \$1,000,000 three weeks before creating the G DAO Treasury Wallet;
23 the wallet has never contained more than approximately \$16,513 in liquid value (less
24 than two percent of the advertised amount); the wallet has never signed a single outgoing
25 transaction; Defendants established no judging infrastructure; no judges or evaluators
26 were ever identified; Defendants maintained all prize representations on the website for
27 twelve months without announcing winners or awarding any prizes; New Era’s CEO
28 coordinated promotional activity around a cryptocurrency token minted by an unknown
29 third party bearing the name of a participant’s showcased project (*see* Paragraph 44(m))
30 on the day that project appeared on the showcase, rather than facilitating judging or prize

1 distribution; and the following day, Tate publicly endorsed the project as “perfect for the
2 average crypto trader” rather than as an AI innovation warranting evaluation (*see* Exhibit
3 W), demonstrating that Tate viewed the hackathon as a vehicle for cryptocurrency
4 promotion, not legitimate contest performance.

5 d. **NRS 598.0915(15) — Knowingly making any other false representation in a**
6 **transaction.** Defendants knowingly made false representations in a transaction by: (i)
7 representing through the hackathon website and social media that the Solana Foundation
8 was an official partner when it was not and the Foundation had publicly denied
9 involvement before the hackathon launched; (ii) representing that winners would be
10 announced approximately two weeks after the submission deadline when no judging
11 process was established and no winners have been announced in over twelve months;
12 (iii) representing through the “TEAM” section of the official pitch deck that judges or
13 organizers would be identified (“Coming Soon”) when no judge, organizer, or evaluator
14 was ever named; (iv) New Era representing through the “Main Sponsor” designation that
15 it had committed institutional backing to the contest when it had provided no funding
16 and conducted no due diligence; (v) New Era representing through the “Student
17 Exclusive Period” banner that the hackathon was a genuine, New Era–endorsed contest
18 offering exclusive access to Real World subscribers, when the contest was unfunded and
19 was never performed; and (vi) displaying Plaintiff’s Bangchain as the first-listed project
20 on the showcase page for over twelve months while simultaneously disclaiming
21 endorsement of the projects, thereby using Plaintiff’s work as promotional content while
22 disavowing responsibility.

23 As to Defendants Thrifty and Legendary specifically, Thrifty and Legendary engaged in
24 deceptive trade practices in connection with their distribution of The Real World platform by: (i)
25 distributing the platform designated as “Main Sponsor” of the hackathon, while the contest was
26 not funded and was never performed; (ii) upon information and belief, processing and receiving
27 subscription payments from hackathon-driven engagement, knowing or having reason to know
28 that the hackathon inducing that engagement was not a legitimate contest; and (iii) maintaining
their designation as “distribution partners” on the consumer-facing websites that promoted the

1 hackathon ecosystem, thereby lending their commercial identity to the enterprise’s promotional
2 activities. The BBB profile for New Era Learning LLC lists “Thrifty Consulting LLC” and
3 “Legendary Courses, Inc” as alternate business names, and the addresses of Thrifty (800 North
4 State Street) and Legendary (221 North Broad Street) as the only U.S. locations of New Era —
5 demonstrating that Thrifty and Legendary are not arms-length distributors but integral
6 components of the enterprise whose deceptive practices are alleged herein.

7 As to Defendant New Era specifically, New Era engaged in deceptive trade practices in
8 connection with its own trade or commerce by: (i) beginning on or about September 27, 2024
9 and continuing through at least the date of this Complaint, advertising a “THE REAL WORLD
10 STUDENT EXCLUSIVE PERIOD” on the investment application page at fundraiser.com/apply
11 (which was part of the hackathon ecosystem), representing to its paying subscribers and
12 hackathon participants that the hackathon was a New Era–endorsed contest worthy of their
13 participation (*see* Exhibit F; Wayback Machine capture, Sep. 27, 2024); (ii) from on or about
14 January 15, 2025 through the date of this Complaint, listing The Real World as a “Main
15 Sponsor” of a contest advertising over \$1,000,000 in prizes on the fundraiser.com/hackathon
16 page (*see* Exhibit L); and (iii) from on or about January 15, 2025 through the date of this
17 Complaint, deeply integrating The Real World into the hackathon ecosystem — including
18 through the “Main Sponsor” designation, competition tiers mirroring Real World membership
19 tiers, and the investment application page at fundraiser.com/apply requiring Real World identity
20 verification (*see* Exhibit F) — thereby using the hackathon to drive subscriber engagement with
21 New Era’s paid commercial platform. These representations were made in connection with New
22 Era’s subscription business and were false because the contest was not funded at more than two
23 percent of the advertised prize pool, had been publicly disavowed by a claimed partner (the
24 Solana Foundation) before it launched, and was never performed. New Era’s CEO was actively
25 posting on the same social media platform (X/Twitter) on the same day the Solana Foundation’s
26 denial was published, and a basic inspection of the publicly accessible treasury wallet would
27 have revealed the absence of prize funding. New Era’s representations therefore constituted
28 knowing or reckless false representations in connection with its trade or commerce in violation
 of NRS 598.0915(1) (knowingly making false representations as to the characteristics, uses,

benefits, or quantities of goods or services — i.e., representing through “Main Sponsor” that the contest had institutional financial backing when it did not); NRS 598.0915(2) (representing that the hackathon had the sponsorship and approval of New Era when New Era provided no funding and conducted no due diligence); NRS 598.0915(9) (advertising the hackathon and its prizes with intent not to provide them as advertised, as demonstrated by the absence of any prize funding, judging infrastructure, or performance over twelve months); and NRS 598.0915(15) (knowingly making false representations in a transaction — specifically, the “Main Sponsor” designation and “Student Exclusive Period” banner, each of which was a knowing false representation of fact in connection with the subscription transactions induced by the hackathon).

As to Defendant Tate specifically, Tate engaged in deceptive trade practices in connection with his own trade or commerce by: (i) on January 13, 2025, personally declaring to his millions of social media followers that he would be “sponsoring everything myself” for a hackathon advertising “over a million dollars in prizes,” when no funding mechanism for those prizes existed, in violation of NRS 598.0915(1) (knowingly making false representations as to the benefits of services) and NRS 598.0915(15) (knowingly making a false representation in a transaction); (ii) displaying the Solana Foundation’s logo in his promotional video and representing that the Foundation was an official partner when the Foundation had publicly denied involvement on the same day and on the same platform, in violation of NRS 598.0915(2) (representing that services have sponsorship or approval they do not have); (iii) on January 31, 2025, publicly endorsing a hackathon submission as “perfect for the average crypto trader” to an audience of 71,400 viewers — characterizing the hackathon as a vehicle for cryptocurrency trading rather than a legitimate contest — while the contest remained entirely unperformed, in violation of NRS 598.0915(9) (advertising services with intent not to provide them as advertised); and (iv) personally coordinating promotional activity around a cryptocurrency token — minted that same day by an unknown third party bearing the name of a hackathon participant’s showcased project (*see* Paragraph 44(m)) — through Issa on January 30, 2025, demonstrating that Tate’s purpose was promotional exploitation rather than legitimate contest performance. Tate’s deceptive representations were made in connection with his trade or

1 commerce because Tate used the hackathon to promote his personal brand, his venture capital
2 platform (fundraiser.com, which advertises “Apply For Investment From Andrew Tate & The
3 War Room”), and his paid subscription platform (The Real World), and because the hackathon’s
4 deep integration with The Real World ecosystem induced participants — including Plaintiff —
5 to purchase subscriptions to Defendants’ commercial platform.

6 77. Plaintiff suffered ascertainable loss as a direct and proximate result of Defendants’
7 deceptive trade practices. Plaintiff’s ascertainable loss includes: (a) reliance damages — the fair
8 market value of approximately 200 hours of development time and resources invested in
9 creating Bangchain, at the prevailing market rate for freelance AI development services of
10 approximately \$150 per hour (approximately \$30,000), plus direct out-of-pocket costs including
11 a Real World subscription purchased in connection with the hackathon (approximately \$49.99
12 per month); (b) the destruction of Plaintiff’s substantial chance to compete for prizes valued at
13 up to \$500,000 in a contest with only two genuine submissions; (c) opportunity costs of forgone
14 freelance AI development opportunities during the contest period; (d) the value of personal data
15 provided to Defendants’ commercial ecosystem under false pretenses; and (e) the commercial
16 exploitation value of Defendants’ unauthorized twelve-month display of Plaintiff’s Bangchain
17 project as the first-listed entry on the hackathon showcase page, using Plaintiff’s work product
18 as promotional marketing content for Defendants’ venture capital and educational platforms
19 without compensation.

20 78. Pursuant to NRS 598.0963, Plaintiff is entitled to actual damages, and because
21 Defendants’ violations were willful, the Court may increase the award up to three times the
22 amount otherwise awardable. Plaintiff is also entitled to costs of suit as provided by NRS
23 598.0963(3).

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff Anthony Mitchell respectfully requests that this Court enter judgment
26 in Plaintiff’s favor and against Defendants, jointly and severally, and award the following relief:

27 A. Compensatory damages in an amount to be proven at trial, including but not limited
28 to: reliance damages representing the value of approximately 200 hours of skilled

development labor and direct out-of-pocket costs; lost-chance damages for the destruction of Plaintiff's substantial probability of receiving prizes in a contest with only two genuine submissions; opportunity costs for forgone freelance AI development work; and the commercial exploitation value of Defendants' unauthorized twelve-month display of Plaintiff's project as the lead entry on the hackathon showcase page;

B. Restitution and disgorgement of benefits Defendants obtained through the Hackathon, including the value of Plaintiff's project Bangchain displayed on their showcase page for more than twelve months as promotional content, the ongoing promotional value of directing public attention toward the Bangchain cryptocurrency token through the continued display of the identically named project on Defendants' live website, the engagement data and login activity generated through Defendants' platform, and the promotional value of Plaintiff's participation;

C. Treble damages pursuant to NRS 598.0963(2) based on Defendants' willful deceptive trade practices;

D. Costs of suit pursuant to NRS 598.0963(3) and as otherwise provided by law;

E. Pre-judgment and post-judgment interest at the maximum rate permitted by law;

F. A declaration that Defendants' operation of the Hackathon constituted deceptive trade practices in violation of NRS 598.0903 *et seq.*;

G. Leave to amend to substitute the true names and identities of Doe Defendants 1 through 10 when ascertained through discovery; and

H. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

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

DATED: March 4, 2026

Respectfully submitted,

1 /s/ *Anthony Mitchell*

2
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8 *Pro Se* Plaintiff

LIST OF EXHIBITS

(Exhibits to be attached upon filing)

- Exhibit A** AI Hackathon Main Webpage (fundraiser.com/hackathon) — full page capture including header, prize banner, and footer
- Exhibit B** Prize Pool Sections from fundraiser.com/hackathon — Main Prize Pool (\$800,000), Tracks Prize Pool (\$150,000), Special Awards (\$100,000), Additional Incentives (\$50,000)
- Exhibit C** FAQ Section from fundraiser.com/hackathon — judging criteria, three-round process (“Hustlers Round” / “Graduate” / “PhD”), winner announcement timeline, IP ownership
- Exhibit D** Official Hackathon Pitch Deck from deck.fundraiser.com/aideck — including Timeline slide (Launch, Deadline, Winner Announcement dates), Team section (three “???” / “Coming Soon” placeholder entries with no identified judges or organizers), Treasury Wallet section (“Developers can send tokens to our treasury wallet to grab attention” with address listed as “Coming Soon”), and Vision section (“Beyond a Hackathon: Launchpad for real AI startups” / “Funding Opportunities: Private seed and beyond”)
- Exhibit E** X/Twitter Post by @fundraiser_com (January 16, 2025) announcing “\$1,000,000 prize pool” hackathon
- Exhibit F** Investment Application Page at fundraiser.com/apply — showing pitch deck upload form, “Log Into The Real World To Verify Identity” directive, “THE REAL WORLD STUDENT EXCLUSIVE PERIOD” banner, and live Real World purchase notifications
- Exhibit G** Project Showcase Page at fundraiser.com/hackathon/showcase showing Plaintiff’s Bangchain as first-listed project with seven “Coming Soon” placeholders
- Exhibit H** CryptoTimes Article (Jan. 16, 2025): “Solana Foundation distances itself from Andrew Tate Hackathon” — documenting unauthorized Solana Foundation

branding and CMO Akshay BD's public denial

Exhibit I Fundraiser.com Main Page showing "\$50M fund," "Apply For Investment From Andrew Tate & The War Room," and "Cobratate" navigation link

Exhibit J Cobratate.com Contact Page showing Andrew Tate's photograph and links to The Real World

Exhibit K G DAO Treasury Wallet Section from fundraiser.com/hackathon showing Solana wallet address

Exhibit L Sponsors Section from fundraiser.com/hackathon showing "The Real World," "Top G," and "Fundraiser Dot Com" as Main Sponsors

Exhibit M Declaration of Anthony Mitchell in Support of Complaint

Exhibit N Fundraiser.com Navigation Menu showing "Cobratate" link to cobratate.com

Exhibit O Solscan Blockchain Explorer Analysis of G DAO Treasury Wallet showing ~\$16,513 in liquid assets (0.994 SOL + 16,383.46 USDC), zero outgoing transactions, and 27 pump.fun memecoins with no market liquidity vs. \$1M+ advertised prize pool

Exhibit P Archive.org Wayback Machine Captures of fundraiser.com/hackathon (Jan. 12, Mar. 5, Jun. 22, 2025) confirming persistent prize representations and unauthorized Solana Foundation logo

Exhibit Q New Era Learning LLC — Terms of Service, Privacy Policy, and footer disclosures from university.com and jointherealworld.com identifying New Era as "Owner and Manager" of The Real World

Exhibit R DNS/WHOIS Technical Analysis showing shared Cloudflare nameservers, Zoho mail servers, SPF mail delegation, and Vercel hosting across fundraiser.com, university.com, cobratate.com, and jointherealworld.com

Exhibit S X/Twitter Direct Message from Andrew Tate (@Cobratate) to Bryan Mitchell (@prince_of_fakes) — January 30, 2025 — "Head of hackathon wants to reach out" and request for Telegram contact

Exhibit T Telegram Messages between Bryan Mitchell and "Issa" (@issathecooker) — January 30–31, 2025 — documenting Tate-directed contact, hackathon

showcase listing, token locking instructions, coordinated Twitter Space promotion, and Tate’s real-time coordination messages

Exhibit U Bangchain AI Token Blockchain Analysis — Solana mint address 8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump — showing token minted by unknown individual on January 30, 2025; total supply of 1,000,000,000 tokens; all-time high of \$0.0153 (peak market cap ~\$15,300,000) on first trading day; 99.6% price decline to ~\$0.0000645 (current market cap ~\$64,500); and 15.33% bundled buys

Exhibit V Transcription of Promotional Video Posted by Emory Andrew Tate III (@Cobratate) on X/Twitter — January 13, 2025 (x.com/Cobratate/status/1878595249825828998) — in which Tate states: “I decided to put together this hackathon — unprecedented, never done before — over a million dollars in prizes”; “I’ll be sponsoring everything myself via fundraiser.com”; “I have access to the top venture capital firms”; “the Real World token is launching once we have SEC approval”; and directs viewers to fundraiser.com/hackathon

Exhibit W X/Twitter Post and Reply — January 31, 2025 — Bryan Mitchell (@prince_of_fakes) posts screenshot of the PROJECT SHOWCASE page at fundraiser.com/hackathon/showcase featuring Bangchain as the first-listed project, and Emory Andrew Tate III (@Cobratate) replies: “This product is perfect for the average crypto trader tbh.” (x.com/Cobratate/status/1885431561857741088; 71,400 views, 488 likes, 84 retweets)

Exhibit X Declaration of Bryan Mitchell in Support of Complaint

Exhibit Y The Real World Subscription Receipts — (1) Welcome email from New Era Learning (support@neweralearning.net) — November 25, 2022 — confirming Plaintiff’s access to The Real World; (2) Subscription receipt from New Era Learning — April 28, 2024 — confirming payment of \$49.99 for “The Real World Monthly,” billing descriptor “UNIVERSITY.COM TRW”

Exhibit Z Hackathon Submission Google Form — “Fundraiser.com Hackathon Submission Form” — the Official Project Submission form for the

fundraiser.com/hackathon Solana AI Hackathon, hosted on Google Forms (docs.google.com), requiring: Project Name, Team Name, Primary Contact (Telegram, Twitter, Email), Project Description, Problem Solved, Solana Blockchain Integration, AI Models/Technologies Used, Link to Demo/Prototype, Award Category (Optional), Fun Pitch Line, Intellectual Property Agreement (“Do you agree that the project submission remains 100% owned by you or your team?”), and Eligibility Confirmation — confirming that the hackathon submission process was conducted through a Google Form and did not require a Real World username or identity verification

Exhibit AA X/Twitter Post by Emory Andrew Tate III (@Cobratate) — January 12, 2025 — “ALL YOU NEED TO GET STARTED: fundraiser.com/hackathon deck.fundraiser.com discord.gg/fundraiser” (399K views, 63 retweets, 759 likes) — with Tate’s own reply on January 13, 2025: “Community note is correct, this hackathon is run from Fundraiser.com’s treasury and is not affiliated with the Solana foundation.” (132K views) — demonstrating Tate’s personal acknowledgment of the Solana Foundation non-affiliation while continuing to promote the hackathon

Exhibit AB Telegram Channel — “AI-G Hackathon” (128 subscribers) — Channel created January 12, 2025 — first message links to Tate’s X post and references “the Cobratate team” — demonstrating the “AI-G Hackathon” naming variant and the cross-platform promotional infrastructure

Exhibit AC Google Form Header — “Fundraiser.com Hackathon Submission Form” — describing the contest as “the fundraiser.com/hackathon Solana AI Hackathon” and directing participants to Telegram channel t.me/ai_g_hackathon — demonstrating the “Solana AI Hackathon” naming variant and the link between the Google Form submission and the AI-G Hackathon Telegram channel

EXHIBIT A

AI Hackathon Main Webpage
(fundraiser.com/hackathon)

Full page capture including header, prize banner
("Extended to Feb 15th. Online hackathon. \$1M+ in prizes."),
and submission call-to-action

Source: Plaintiff's screen capture, March 10, 2026
Page remains live as of the date of filing

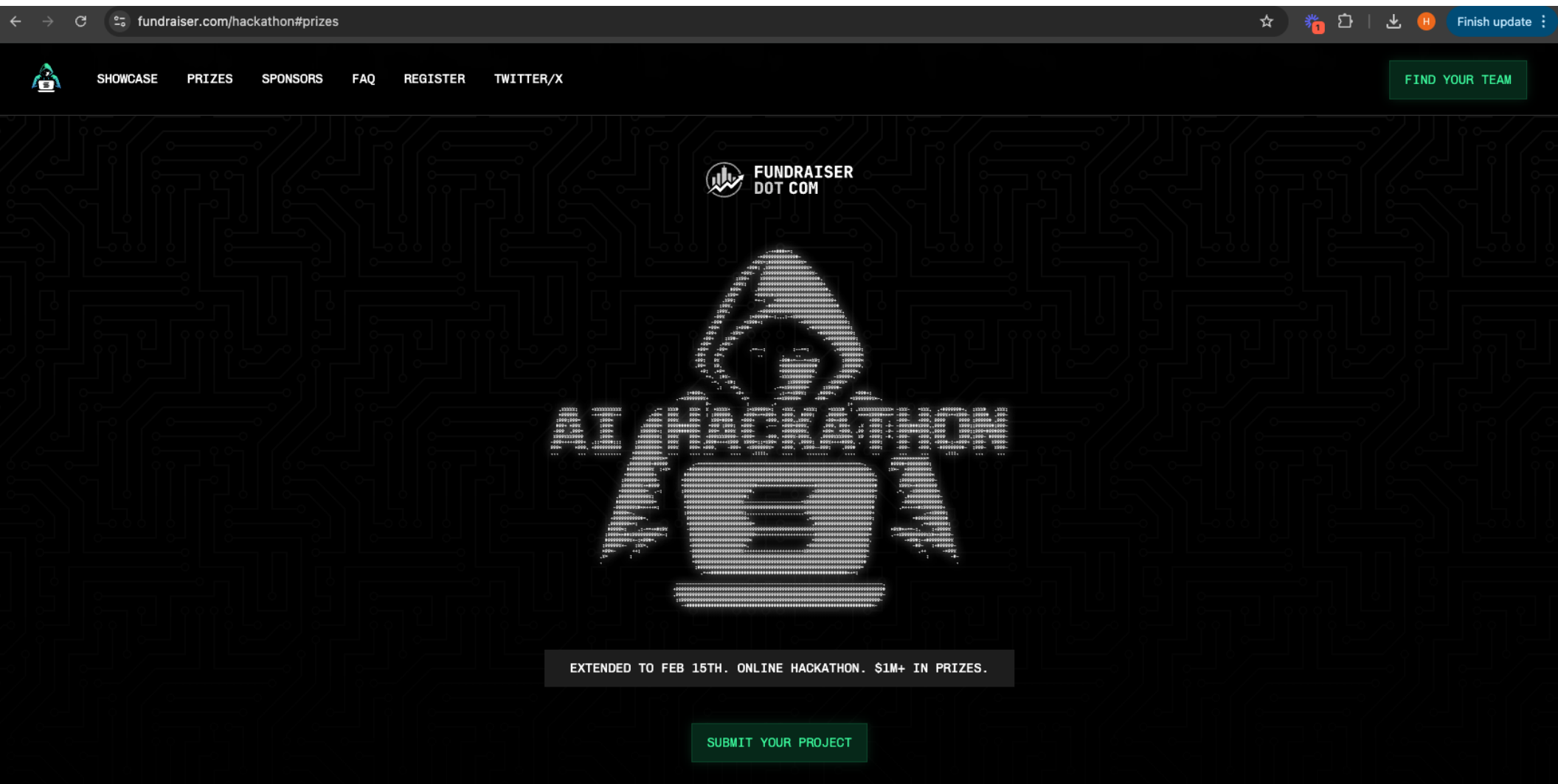


EXHIBIT B

Prize Pool Sections from fundraiser.com/hackathon

Main Prize Pool (\$800,000)

Tracks Prize Pool (\$150,000)

Special Awards (\$100,000)

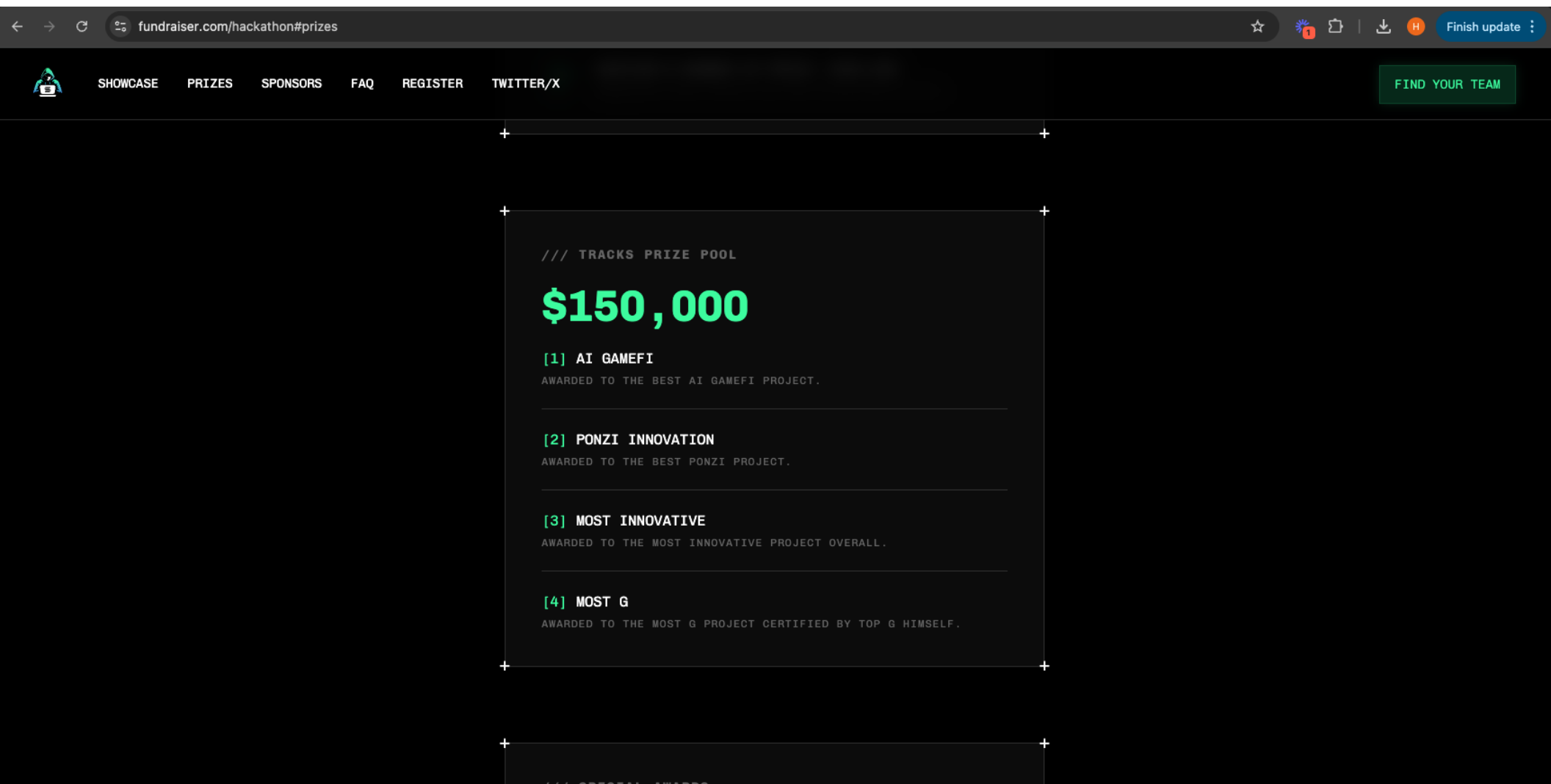
Additional Incentives (\$50,000)

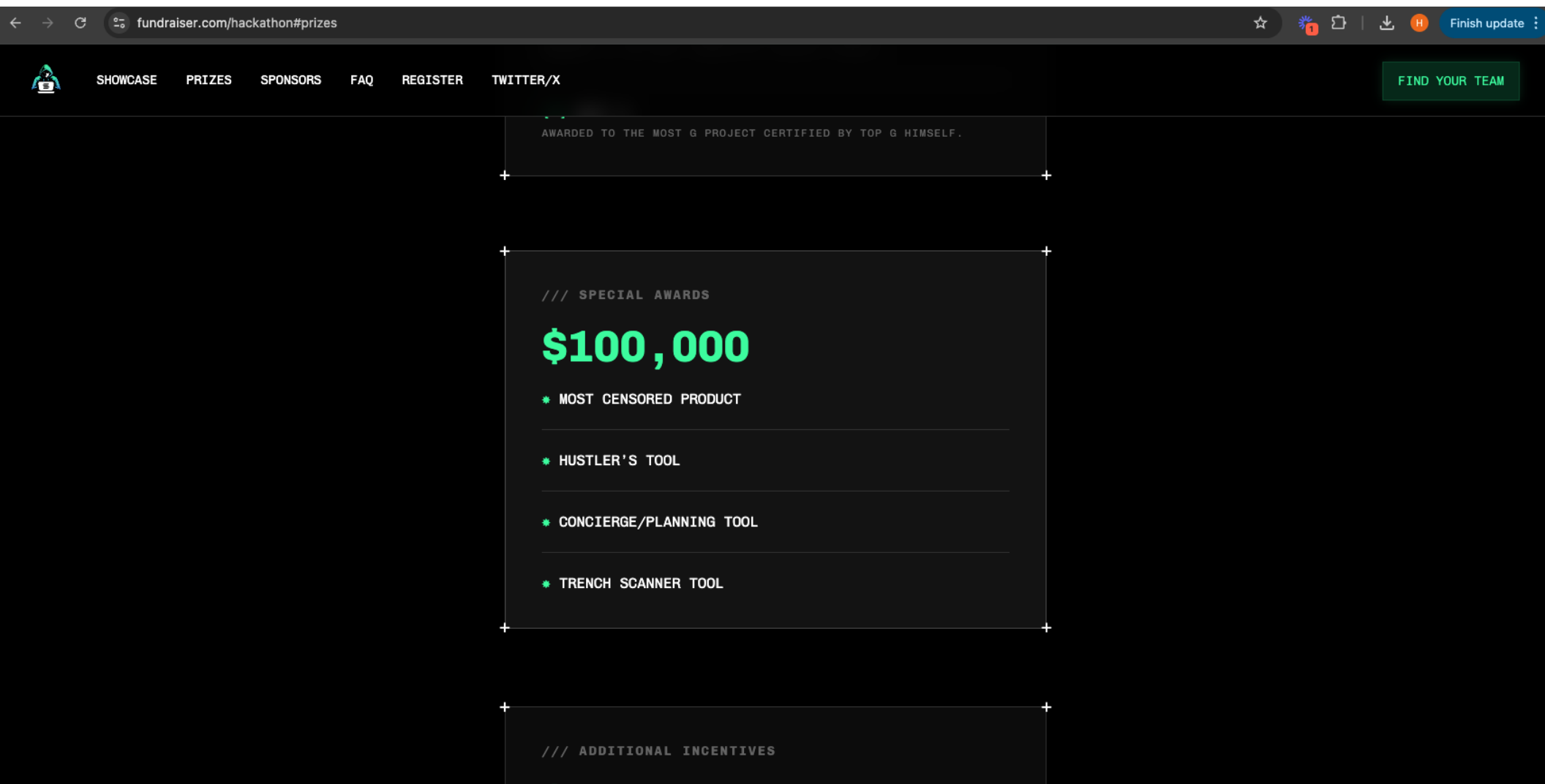
Source: Plaintiff's screen captures, March 10, 2026

Page remains live as of the date of filing

The screenshot shows a web browser window with the address bar displaying "fundraiser.com/hackathon#prizes". The website has a dark theme with a navigation bar at the top containing links: SHOWCASE, PRIZES, SPONSORS, FAQ, REGISTER, and TWITTER/X. A "FIND YOUR TEAM" button is located on the right side of the navigation bar. The main content area features a message: "REGISTRATIONS WILL REMAIN OPEN UP UNTIL FEBRUARY 15, 2025." Below this is a section titled "+ PRIZES +" with the text: "WE OFFER A WIDE RANGE OF PRIZES AND CATEGORIES TO RECOGNIZE THE BEST PROJECTS AND PARTICIPANTS." A large, light-blue box highlights the "MAIN PRIZE POOL" section, which includes the following details:

- /// MAIN PRIZE POOL**
- \$800,000**
- 1st TOP G GRAND PRIZE: \$500,000**
FOR THE MOST DOMINANT, IMPACTFUL PROJECT.
- 2nd THE MATRIX BREAKER AWARD: \$100,000**
FOR DISRUPTIVE IDEAS BREAKING CONVENTIONAL BOUNDARIES.
- 3rd HUSTLER'S RUNNER UP PRIZE: \$200,000**
REWARDING NEAR-PERFECTION AND RELENTLESS EFFORT.





[SHOWCASE](#)[PRIZES](#)[SPONSORS](#)[FAQ](#)[REGISTER](#)[TWITTER/X](#)

FIND YOUR TEAM

/// ADDITIONAL INCENTIVES

\$50,000

[1] EARLY BIRD SUBMISSION REWARDS

EARLY VALID SUBMISSIONS WILL BE CONSIDERED FOR A REWARD.

[2] PARTICIPATION GRANTS

AWARDED TO MEANINGFUL AND NOTEWORTHY PARTICIPANTS.

+ G DAO TREASURY WALLET +

55ZBPYADNPD9QYENDYVRKYWKM76EE15WRNLAKEDWS7XQ

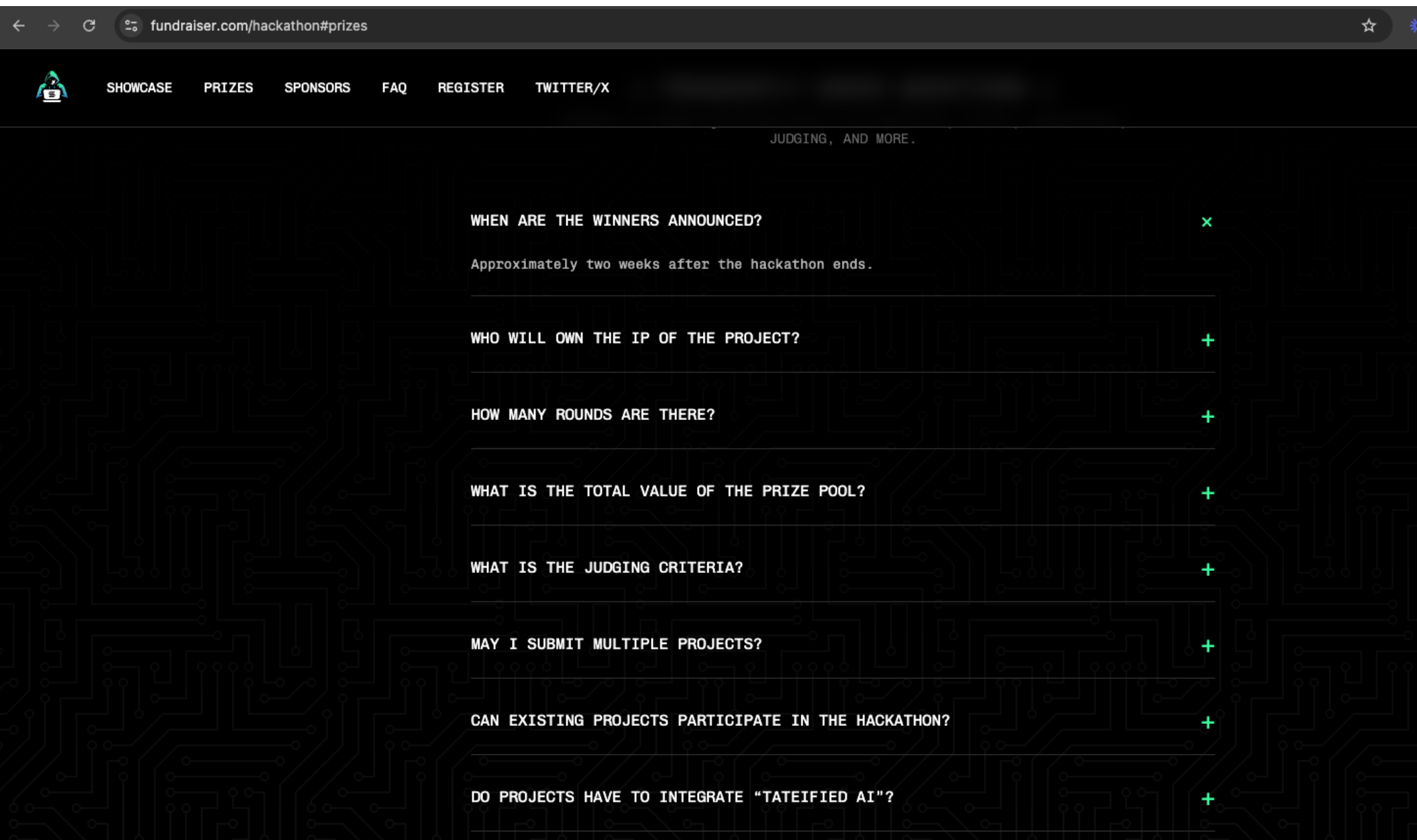
HOVER TO LEARN MORE / CLICK TO COPY ADDRESS TO CLIPBOARD.

+ OFFICIAL SUPPORTERS +

EXHIBIT C

FAQ Section from fundraiser.com/hackathon
All Q&A entries including winner announcement timeline,
judging criteria, rounds, IP ownership, eligibility,
and submission rules

*Source: Plaintiff's screen captures, March 10, 2026
Page remains live as of the date of filing*



fundraiser.com/hackathon#prizes

SHOWCASE PRIZES SPONSORS FAQ REGISTER TWITTER/X

[FIND YOUR TEAM](#)

+ FREQUENTLY ASKED QUESTIONS +

ANSWERS TO COMMON QUESTIONS ABOUT THE HACKATHON, PRIZES, SUBMISSIONS, JUDGING, AND MORE.

WHEN ARE THE WINNERS ANNOUNCED?

+

WHO WILL OWN THE IP OF THE PROJECT?

x

It's 100% yours. You and/or your team retain complete responsibility for your idea and project IP.

HOW MANY ROUNDS ARE THERE?

+

WHAT IS THE TOTAL VALUE OF THE PRIZE POOL?

+

WHAT IS THE JUDGING CRITERIA?

+

MAY I SUBMIT MULTIPLE PROJECTS?

+

CAN EXISTING PROJECTS PARTICIPATE IN THE HACKATHON?

+

fundraiser.com/hackathon#prizes

SHOWCASE PRIZES SPONSORS FAQ REGISTER TWITTER/X

+ FREQUENTLY ASKED QUESTIONS +

ANSWERS TO COMMON QUESTIONS ABOUT THE HACKATHON, PRIZES, SUBMISSIONS, JUDGING, AND MORE.

WHEN ARE THE WINNERS ANNOUNCED? +

WHO WILL OWN THE IP OF THE PROJECT? +

HOW MANY ROUNDS ARE THERE? x

The hackathon will go as the follows: Round 1: Undergrad (Hustlers Round): Open submission. Round 2: Graduate Vetted projects showcased. Round 3: PhD: Winners finalized and featured.

WHAT IS THE TOTAL VALUE OF THE PRIZE POOL? +

WHAT IS THE JUDGING CRITERIA? +

MAY I SUBMIT MULTIPLE PROJECTS? +

CAN EXISTING PROJECTS PARTICIPATE IN THE HACKATHON? +

fundraiser.com/hackathon#prizes

SHOWCASE PRIZES SPONSORS FAQ REGISTER TWITTER/X

[FIND YOUR TEAM](#)

+ FREQUENTLY ASKED QUESTIONS +

ANSWERS TO COMMON QUESTIONS ABOUT THE HACKATHON, PRIZES, SUBMISSIONS, JUDGING, AND MORE.

WHEN ARE THE WINNERS ANNOUNCED?

+

WHO WILL OWN THE IP OF THE PROJECT?

+

HOW MANY ROUNDS ARE THERE?

+

WHAT IS THE TOTAL VALUE OF THE PRIZE POOL?

×

Over 1 million dollars.

WHAT IS THE JUDGING CRITERIA?

+

MAY I SUBMIT MULTIPLE PROJECTS?

+

CAN EXISTING PROJECTS PARTICIPATE IN THE HACKATHON?

+

DO PROJECTS HAVE TO INTEGRATE "TATEIFIED AI"?

+

fundraiser.com/hackathon#prizes

SHOWCASE PRIZES SPONSORS FAQ REGISTER TWITTER/X

[FIND YOUR TEAM](#)

+ FREQUENTLY ASKED QUESTIONS +

ANSWERS TO COMMON QUESTIONS ABOUT THE HACKATHON, PRIZES, SUBMISSIONS, JUDGING, AND MORE.

WHEN ARE THE WINNERS ANNOUNCED?

+

WHO WILL OWN THE IP OF THE PROJECT?

+

HOW MANY ROUNDS ARE THERE?

+

WHAT IS THE TOTAL VALUE OF THE PRIZE POOL?

+

WHAT IS THE JUDGING CRITERIA?

x

A variety of factors including product demo and pitch, business viability, AI models used, Solana integrations, potential impact, traction and marketing and innovation (bonus for integrating sponsor solutions and open-sourcing projects).

MAY I SUBMIT MULTIPLE PROJECTS?

+

CAN EXISTING PROJECTS PARTICIPATE IN THE HACKATHON?

+

fundraiser.com/hackathon#prizes

SHOWCASE PRIZES SPONSORS FAQ REGISTER TWITTER/X

FIND YOUR TEAM

+ FREQUENTLY ASKED QUESTIONS +

ANSWERS TO COMMON QUESTIONS ABOUT THE HACKATHON, PRIZES, SUBMISSIONS, JUDGING, AND MORE.

WHEN ARE THE WINNERS ANNOUNCED?

+

WHO WILL OWN THE IP OF THE PROJECT?

+

HOW MANY ROUNDS ARE THERE?

+

WHAT IS THE TOTAL VALUE OF THE PRIZE POOL?

+

WHAT IS THE JUDGING CRITERIA?

+

MAY I SUBMIT MULTIPLE PROJECTS?

x

Yes, you can submit multiple projects. However, we recommend focusing on a single project, as the hackathon will be highly competitive.

CAN EXISTING PROJECTS PARTICIPATE IN THE HACKATHON?

+

fundraiser.com/hackathon#prizes

SHOWCASE PRIZES SPONSORS FAQ REGISTER TWITTER/X

FIND YOUR TEAM

WHEN ARE THE WINNERS ANNOUNCED? +

WHO WILL OWN THE IP OF THE PROJECT? +

HOW MANY ROUNDS ARE THERE? +

WHAT IS THE TOTAL VALUE OF THE PRIZE POOL? +

WHAT IS THE JUDGING CRITERIA? +

MAY I SUBMIT MULTIPLE PROJECTS? +

CAN EXISTING PROJECTS PARTICIPATE IN THE HACKATHON? x

Yes, they'd be able to participate as long as it's not older than 2 months. The judging team reserves the right to deny based on anything they find unsuitable

DO PROJECTS HAVE TO INTEGRATE "TATEIFIED AI"? +

fundraiser.com/hackathon#prizes

SHOWCASE PRIZES SPONSORS FAQ REGISTER TWITTER/X

FIND YOUR TEAM

HOW MANY ROUNDS ARE THERE? +

WHAT IS THE TOTAL VALUE OF THE PRIZE POOL? +

WHAT IS THE JUDGING CRITERIA? +

MAY I SUBMIT MULTIPLE PROJECTS? +

CAN EXISTING PROJECTS PARTICIPATE IN THE HACKATHON? +

DO PROJECTS HAVE TO INTEGRATE "TATEIFIED AI"? x

No, but real-world utility is encouraged.

FUNDRAISER
DOT COM

SHOWCASE PRIZES SPONSORS FAQ REGISTER PITCH DECK PARTNERSHIPS TWITTER/X

2024 FUNDRAISER.COM AT HACKATHON © ALL RIGHTS RESERVED

EXHIBIT D

Pitch Deck Timeline Slide
(deck.fundraiser.com/aideck — Slide 11/12)
Showing Launch Date, Deadline, and Winner
Announcement dates with G DAO branding

Source: Plaintiff's screen capture, March 10, 2026

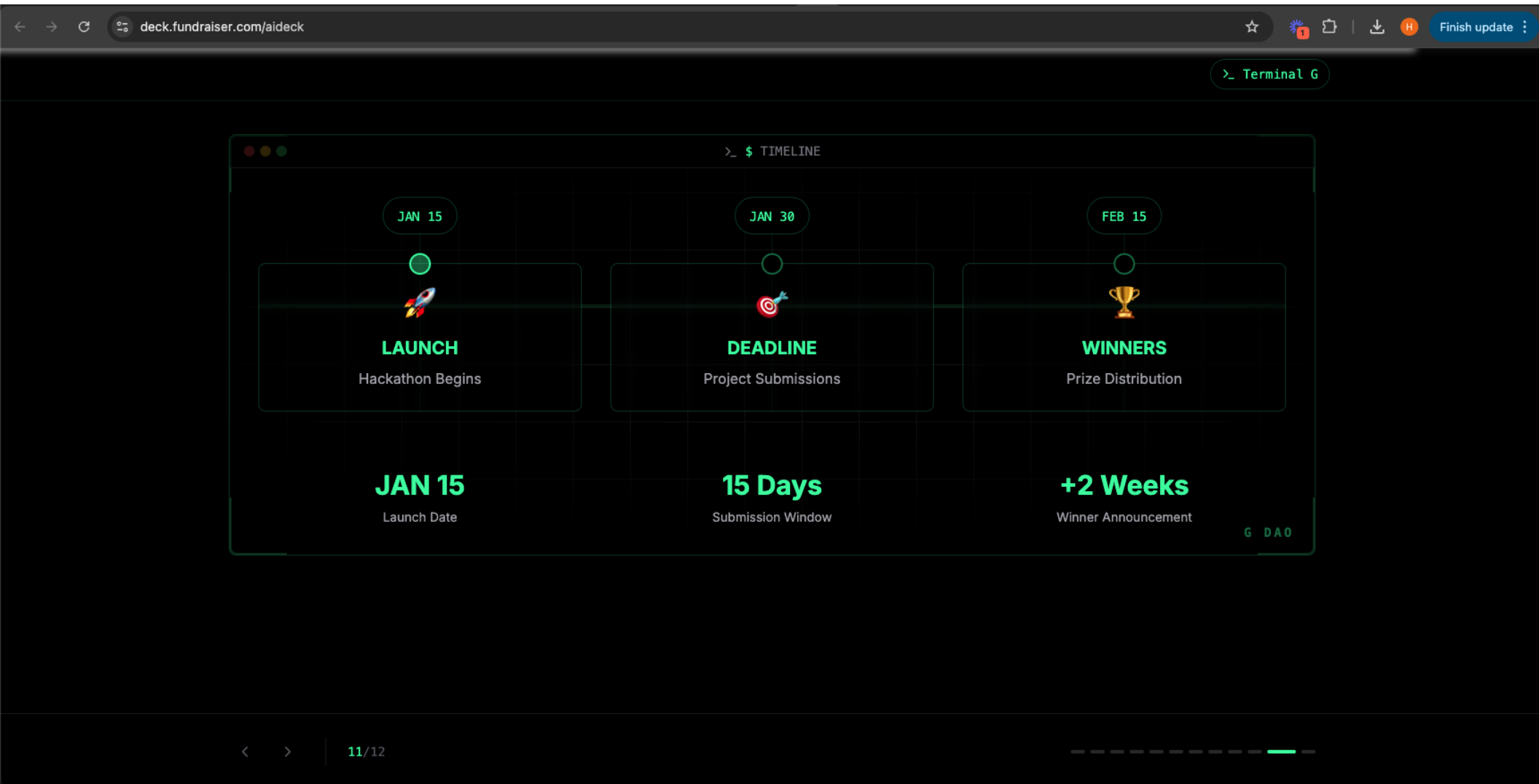


EXHIBIT E

X/Twitter Post and Profile for @fundraiser_com
Verified account announcing "\$1,000,000 prize pool"
hackathon, showing "Followed by ... Andrew Tate"
and January 16, 2025 announcement post

Source: Plaintiff's screen capture, March 16, 2026

← → ↻ x.com/fundraiser_com

X

Home

Explore

Notifications

Messages

Grok

Premium

Lists

Bookmarks

Jobs

Communities

Articles

Verified Orgs

Profile

More

Post

← Fundraiser 5 posts

Fundraiser @fundraiser_com

\$1,000,000 prize pool (the largest Solana AI hackathon) | powered by fundraiser.com | January 15th - 30th | partners TBA | G DAO

fundraiser.com/hackathon Joined January 2025

1 Following 1,367 Followers

Followed by Issa, Bry.ai, and Andrew Tate

Posts Replies Media

Fundraiser @fundraiser.com · Jan 16

We are extremely proud to kick-off the largest Hackathon ever witnessed in the realms of AI and Solana.

Over the next month, this journey will lead to over \$1 million USD in prize pools to the most committed and skilled teams in AI.

To learn more about the G-AI Hackathon [Show more](#)

Q Search

Live on X

Alex Jones is hosting

Sunday LIVE: The Democrats' Terror Tactics Have Backfire... +383K

You might like

THE WAR ROOM @ReachTWR Follow

Joule Sullivan / The ... @SartorialShootr Follow

The Real World @AccessTRW Follow

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Explore Beta

Senator Kelly's Shift: From Tesla to Tahoe 3 hours ago · Politics · 11K posts

French MEP's Call to Return Statue of Liberty Sparks Debate 5 hours ago · Politics · 42K posts

Democrats Divided Over Schumer's Shutdown Strategy Trending now · Politics · 1.6K posts

Lemon's Critique on Black MAGA Supportability Ignites Discussion 3 hours ago · Politics · 13K posts

[Show more](#)

EXHIBIT F

Investment Application Page at fundraiser.com/apply
Showing pitch deck upload form and warning:
"After Submitting You Will Be Required To Log Into
The Real World To Verify Identity"

Source: Plaintiff's screen capture, March 10, 2026
Page remains live as of the date of filing

fundraiser.com/apply

Upload For PDF Of Pitch Deck *

Choose File No file chosen

Submit Your Application



Read This Warning

After Submitting You Will Be Required To
Log Into The Real World To Verify Identity.

Ričards Z. from Latvia has purchased The Real World and
is escaping The Matrix.

 FUNDRAISER.COM

APPLY NOW



EXHIBIT G

Project Showcase Page

(fundraiser.com/hackathon/showcase)

Showing Plaintiff's "Bangchain" as first-listed project,
"BrokieAI" as second, and seven "Coming Soon"
placeholder entries with no winners designated

Source: Plaintiff's screen capture, March 10, 2026

Page remains live as of the date of filing

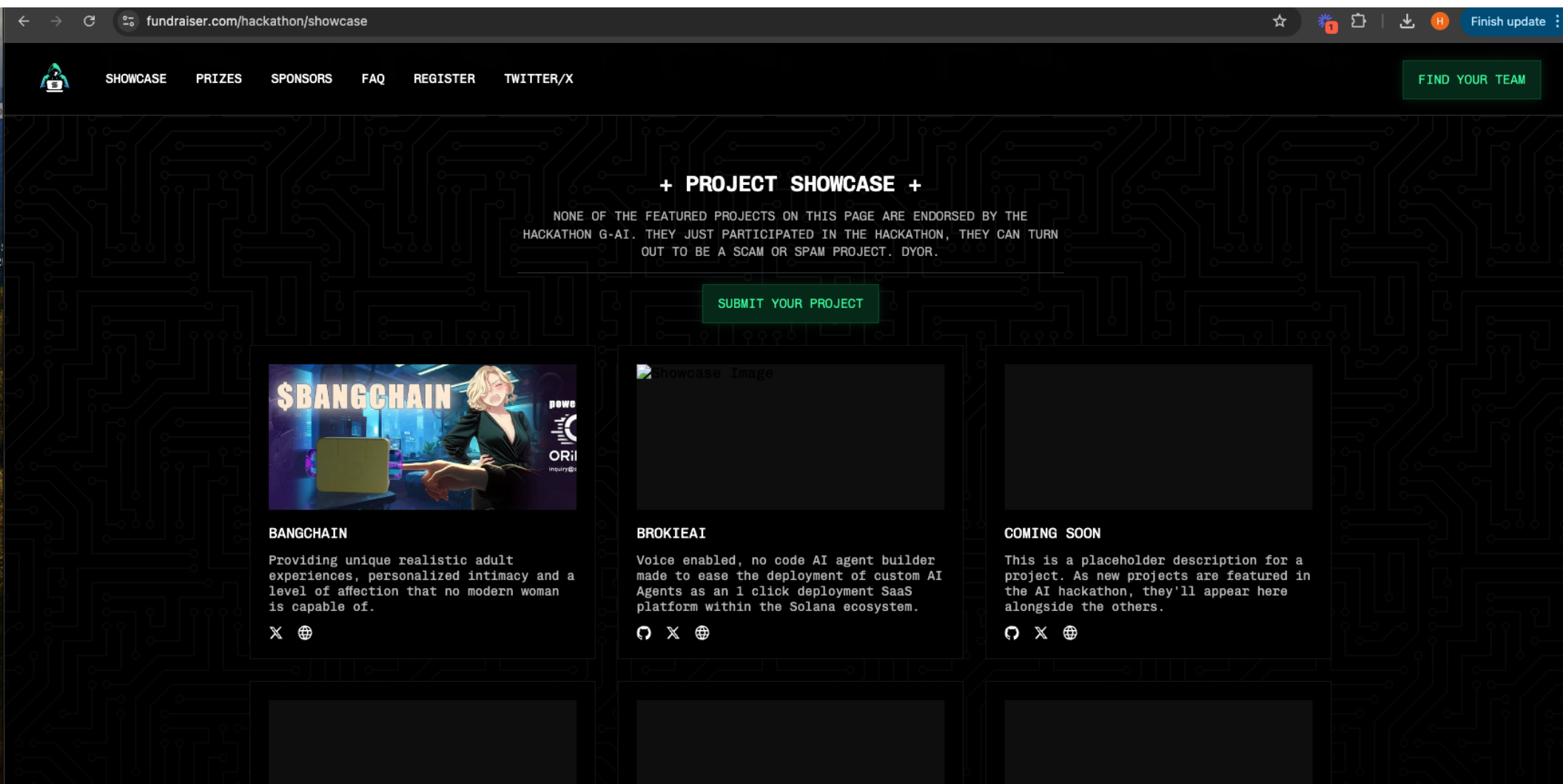


EXHIBIT H

CryptoTimes Article (January 16, 2025):

"Solana Foundation distances itself from
Andrew Tate Hackathon"

Documenting Tate's January 13, 2025 announcement
of the Hackathon on X/Twitter with unauthorized
Solana Foundation branding, and Solana CMO
Akshay BD's public denial:

"FYI: The Solana Foundation has nothing to do
with this. Be careful, DYOR etc."

Source: cryptotimes.io — Published January 16, 2025

URL: <https://cryptotimes.io/2025/01/16/solana-foundation-distances-itself-from-andrew-tate-hackathon>



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MARKET NEWS

Solana Foundation distances itself from Andrew Tate Hackathon

Written By:

Sourabh Parihar

Reviewed By:

Vaibhav Jha

Last updated: January 16, 2025 6:23 PM

🕒 Published January 16, 2025 6:22 PM

Share ...

After controversial social media influencer Andrew Tate announced a hackathon on 'X' for Web3 developers bearing the logo of Solana Foundation, the organization has distanced itself from him.

The Solana Foundation had to issue a statement after Tate uploaded a video promoting his hackathon on X platform, using the brand logo of Solana Foundation.

“ FYI: The Solana Foundation has nothing to do with this. Be careful, DYOR etc.
<https://t.co/zRAyUDaXXu>

— Akshay BD (@akshaybd) [January 13, 2025](#)

Tate has recently been in the news for all the wrong reasons including making racist, sexist and derogatory comments on a wide range of topics. He also announced forming a political front-BRUV party-- and to contest for Prime Minister of the United Kingdom in 2025. Tate is facing multiple criminal investigations on charges of rape, human trafficking, assault and running a

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Latest News

Eric Trump Said Bitcoin Would Hit \$120,000 to \$150,000 Next Month: Fact Check

Binance Adds AVAX, LINK, LTC Pairs With Zero Maker Fees

Doppler Finance and Hex Trust Expand Wrapped XRP for Institutions

Kevin Warsh White House Sends Kevin Warsh Fed Chair Nomination to Senate

EXHIBIT I

Fundraiser.com Main Page
Showing "\$50M fund," venture capital claims,
"Apply For Investment From Andrew Tate & The War Room,"
and "Cobratate" navigation link

Source: Plaintiff's screen captures, March 10, 2026

The screenshot shows the homepage of fundraiser.com. The browser's address bar displays 'fundraiser.com'. The website has a dark blue background with a subtle grid pattern. At the top left, there is a 'MENU' button. In the center, the 'FUNDRAISER.COM' logo is displayed. To the right of the logo is an 'APPLY NOW' button. Below the logo, the text 'REVOLUTIONIZED FUNDING ACCESS' is written in a smaller font. The main headline reads 'Access Up To \$1M In Venture Capital Funding'. Below this, a sub-headline states 'Access Capital Immediately - Without The Headaches Of Extensive Legality, Paperwork And Banking.' The central part of the page features a large, stylized graphic of a city skyline with a large 'W' shape, set against a background of a line graph. In the bottom left corner, a notification banner reads: 'Jordan H. from United States has purchased The Real World and is escaping The Matrix.' To the right of this text is a small globe icon. In the bottom right corner, there is a blue circular button with a white question mark icon.

fundraiser.com

MENU

FUNDRAISER.COM

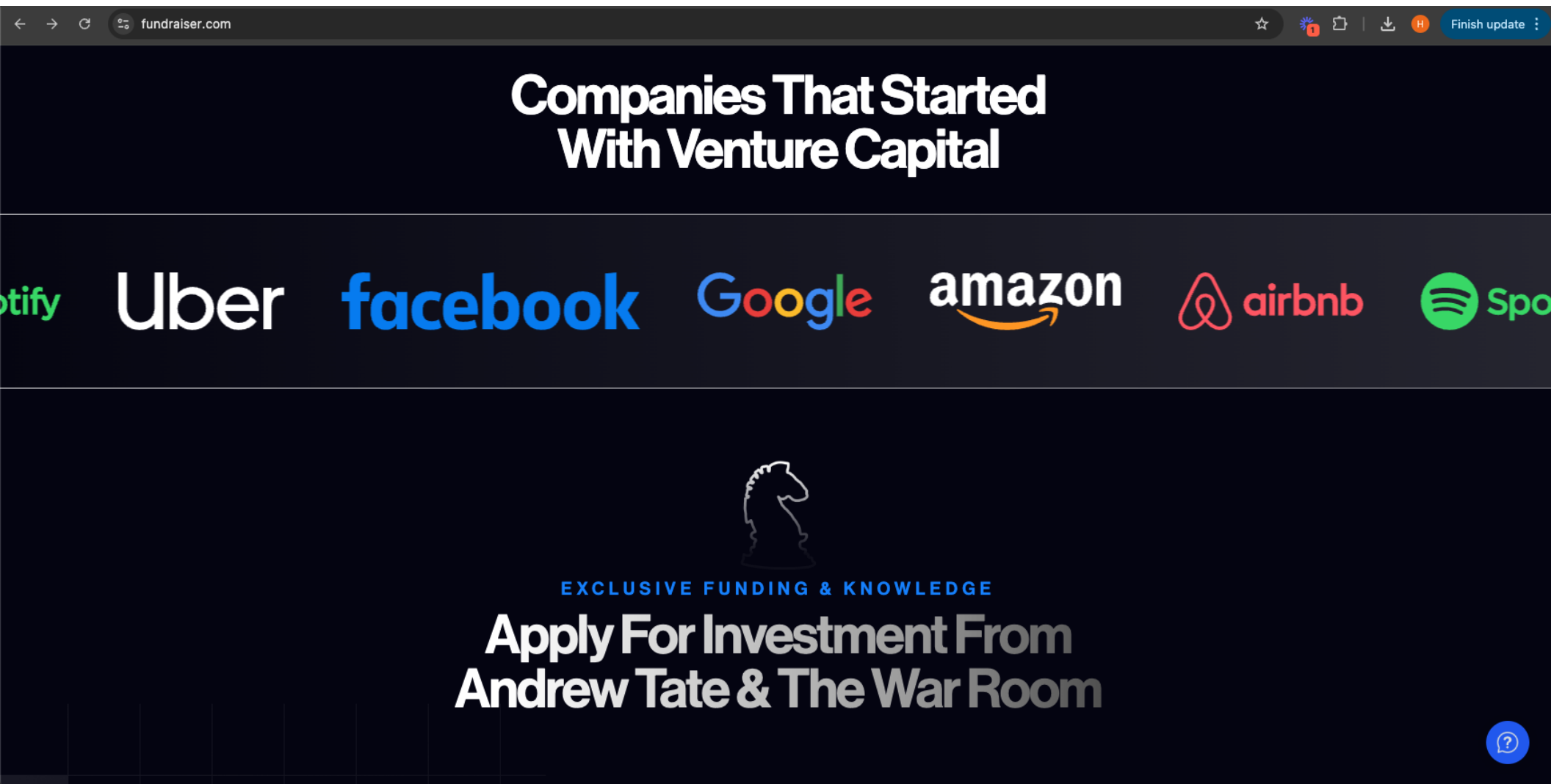
APPLY NOW

REVOLUTIONIZED FUNDING ACCESS

Access Up To \$1M In Venture Capital Funding

Access Capital Immediately - Without The Headaches Of Extensive Legality, Paperwork And Banking.

Jordan H. from United States has purchased The Real World and is escaping The Matrix.



The screenshot shows the fundraiser.com website with a dark background and a grid pattern. Three feature boxes are arranged in a flow: 'Large Fund Pool' at the top left, 'Revolutionized Process' in the middle right, and 'Reimbursement Flexibility' at the bottom left. Blue arrows indicate a flow from 'Large Fund Pool' to 'Revolutionized Process' and from 'Revolutionized Process' to 'Reimbursement Flexibility'. A blue question mark icon is in the bottom right corner.

fundraiser.com

Large Fund Pool

- ✓ \$50M ready to invest in promising projects
- ✓ \$20k - \$1M investment allocation per project
- ✓ Reinvest profits back in the company

Revolutionized Process

- ✓ No extensive legality or paperwork
- ✓ Instant access to funds
- ✓ Investment via Crypto/Bank Transfer

Reimbursement Flexibility

- ✓ Profit sharing

EXHIBIT J

Cobratate.com Contact Page
Fundraiser.com's "Contact" link directs users
to cobratate.com/contact, featuring
Andrew Tate's photograph and footer links
to "War Room" and "The Real World"
The form is an email signup for automated mailers
with no message field for actual contact

Source: Plaintiff's screen captures, March 10, 2026

← → ↻ cobratate.com/contact ☆ 1 | ⏏ | ⬇️ H Finish update ⋮

 THE REAL WORLD CHAMPIONS THE WAR ROOM WISDOM RESOURCES MY ACCOUNT [TOP G](#) [SHOP](#)



YOUR CHANCE

Once you tell men they need to put in some effort, most of them don't even try. If you're serious about becoming great, you can **contact me below.**

[SEND MESSAGE](#)

TOP PROGRAMS

- War Room
- The Real World

MEDIA

- Tate Confidential

SITEMAP

- Home
- 41 Tenets
- Tales Of Wudan
- Programs
- Contact Me

LEGAL

- Refund Policy
- Privacy Policy
- Terms & Conditions



EXHIBIT K

G DAO Treasury Wallet Section

from fundraiser.com/hackathon

Showing Solana wallet address

55ZBpYaDnpd9QyENdyVrkYWkm76ee15WRnLaKEDwS7Xq

presented as apparent repository of prize funds

Source: Plaintiff's screen capture, March 10, 2026

Page remains live as of the date of filing

[SHOWCASE](#)[PRIZES](#)[SPONSORS](#)[FAQ](#)[REGISTER](#)[TWITTER/X](#)

FIND YOUR TEAM

/// ADDITIONAL INCENTIVES

\$50,000

[1] EARLY BIRD SUBMISSION REWARDS
EARLY VALID SUBMISSIONS WILL BE CONSIDERED FOR A REWARD.

[2] PARTICIPATION GRANTS
AWARDED TO MEANINGFUL AND NOTEWORTHY PARTICIPANTS.

+ G DAO TREASURY WALLET +

55ZBPYADNPD9QYENDYVRKYWKM76EE15WRNLAKEDWS7XQ

HOVER TO LEARN MORE / CLICK TO COPY ADDRESS TO CLIPBOARD.

+ OFFICIAL SUPPORTERS +

EXHIBIT L

Sponsors Section from fundraiser.com/hackathon

Showing Main Sponsors:

"The Real World," "Top G," and "Fundraiser Dot Com"
with all Tracks Sponsors listed as "Coming Soon"

Source: Plaintiff's screen capture, March 10, 2026

Page remains live as of the date of filing

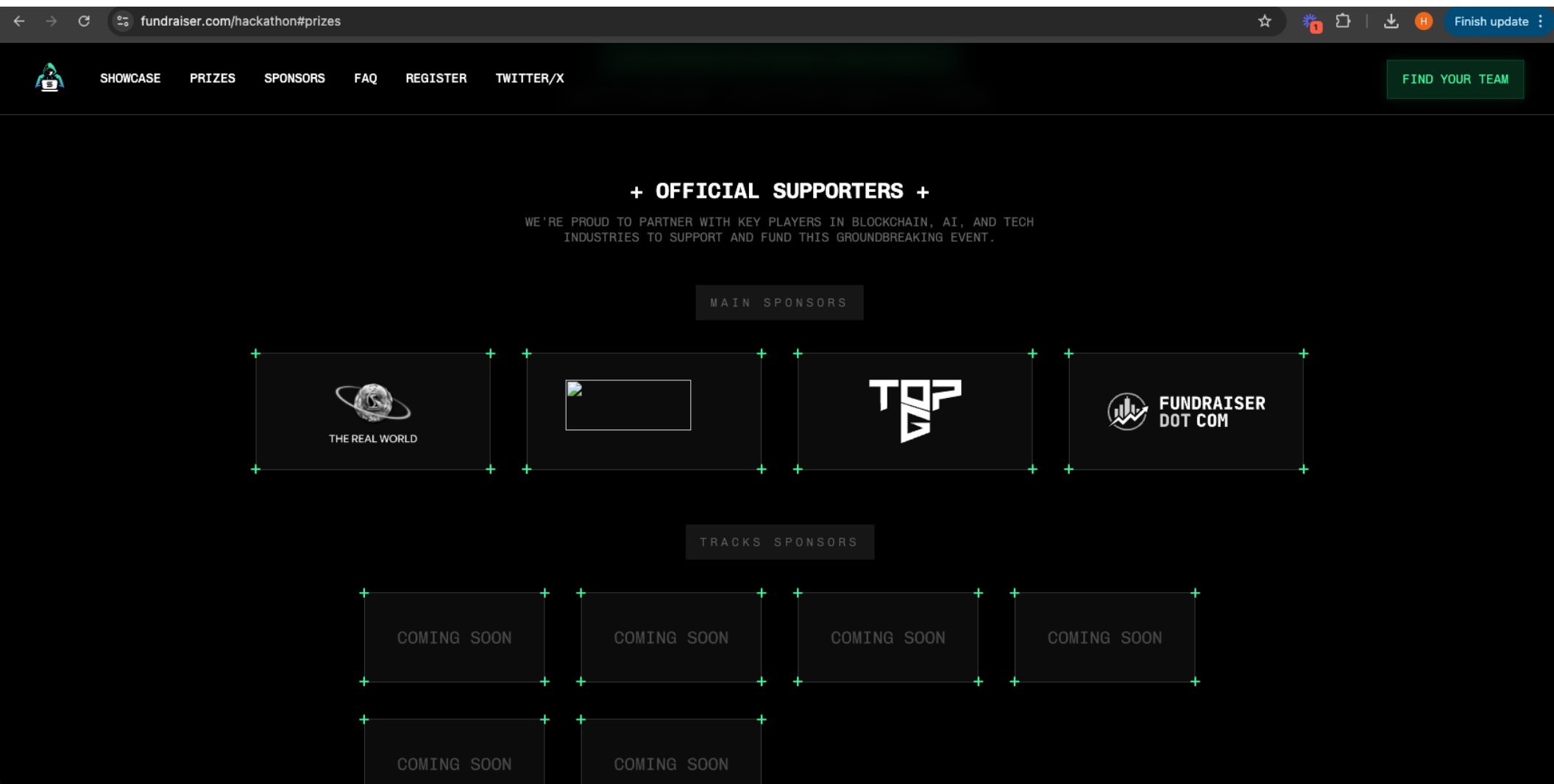


EXHIBIT M

Declaration of Anthony Mitchell
In Support of Complaint

Executed under 28 U.S.C. § 1746

**DECLARATION OF ANTHONY MITCHELL
IN SUPPORT OF COMPLAINT**

I, Anthony Mitchell, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

Identity and Residence

1. I am the Plaintiff in the above-captioned action. I am over the age of eighteen and competent to testify to the matters set forth herein. I make this Declaration based on my personal knowledge.
2. I am a natural person and a citizen of the State of Nevada. I reside at 618 Painted Opus Place, North Las Vegas, Nevada 89084. I have been domiciled in Nevada at all times relevant to this action.
3. My telephone number is (702) 884-0472. My email address is realanthonymitchell@gmail.com.

Prior Engagement with Defendants' Ecosystem

4. On or about November 25, 2022, I subscribed to The Real World, a paid online platform operated by Defendant New Era Learning LLC. I received a welcome email from support@neweralearning.net confirming my access. I subscribed for approximately one month to review the information and content offered on the platform, then canceled my subscription. (See Exhibit Y.)
5. On September 8, 2023, my son was born. I named him Tristan, after Tristan Tate — the brother of Emory Andrew Tate III. This naming reflects the genuine regard in which I held the Tate brand at the time, well before the events giving rise to this action.
6. On or about March 28, 2024, I purchased a second subscription to The Real World at a cost of \$49.99 per month. The attached receipt, dated April 28, 2024, reflects the recurring monthly charge one month after my initial subscription date. The receipt was issued by New Era Learning (support@neweralearning.net) and stated that the charge would appear on my receipt as "UNIVERSITY.COM TRW." I held this subscription for approximately one month

to review updated content, then canceled. (See Exhibit Y.)

7. At the time I encountered the HACKATHON G-AI in January 2025, my Real World subscription had lapsed. I was not an active subscriber.

Discovery of the Hackathon

8. In or about January 2025, while located in North Las Vegas, Nevada, I became aware of the "HACKATHON G-AI" through online promotional materials, including the website fundraiser.com/hackathon and social media posts by the verified X/Twitter account @fundraiser_com.

9. I reviewed the hackathon website at fundraiser.com/hackathon, which described itself as a "\$1M+ in prizes" artificial intelligence hackathon. The website displayed detailed prize categories, judging criteria, submission requirements, and a timeline for winner announcements.

10. I reviewed the prize pool, which specified over \$1,000,000 in prizes, including: a \$500,000 "Top G Grand Prize"; a \$200,000 "Hustler's Runner Up Prize"; a \$100,000 "Matrix Breaker Award"; a \$150,000 "Tracks Prize Pool" across four categories; a \$100,000 "Special Awards" pool across four categories; and \$50,000 in "Additional Incentives." I also reviewed the FAQ section, which stated that winners would be announced "[a]pproximately two weeks after the hackathon ends."

11. Based on the specificity of the prize amounts, the professional appearance of the website, the detailed judging criteria, the formal submission infrastructure, the multiple named sponsors, and the promotion through a verified social media account followed by Andrew Tate, I believed the hackathon was a legitimate contest that would award the promised prizes.

Reliance and Participation

12. In reliance on the representations described above, I decided to participate in the HACKATHON G-AI. I invested substantial time over the course of several weeks, while located in North Las Vegas, Nevada, developing an artificial intelligence project titled "Bangchain."

13. In developing Bangchain, I incurred costs including cloud computing resources, development tools, and related expenses. I also devoted significant personal time to the project that I would otherwise have spent on other productive endeavors, including other hackathons, freelance development work, and independent project development.

14. But for Defendants' representations regarding the prize pool and contest terms, I would not have invested the time and resources required to develop and submit Bangchain.

Submission

15. Prior to the extended deadline of February 15, 2025, while located in North Las Vegas, Nevada, I submitted Bangchain through Defendants' designated submission portal at fundraiser.com/apply. I uploaded a pitch deck PDF as required by the submission form. I completed the required identity verification by logging into The Real World as directed by the warning beneath the submission button.

16. My submission was timely, made before the extended deadline of February 15, 2025.

Post-Submission Observations

17. On March 10, 2026, I visited the hackathon website from North Las Vegas, Nevada to check on the status of the contest. As of March 10, 2026, no winners had been announced.

18. I reviewed the project showcase page at fundraiser.com/hackathon/showcase. My submission "Bangchain" appeared as the first-listed project on the page, alongside only one other submission ("BrokieAI") and seven placeholder entries marked "Coming Soon." No winners had been designated.

19. On March 10, 2026, I systematically captured screenshots of the entire hackathon website, including: the main hackathon page with the "\$1M+ in prizes" banner; the complete prize pool; the FAQ section; the project showcase page showing Bangchain as the first-listed project; the sponsors section; the G DAO Treasury Wallet section; the submission page at fundraiser.com/apply; and the pitch deck timeline from deck.fundraiser.com/aideck. I also captured screenshots of fundraiser.com's main venture capital page and cobratate.com's contact page.

20. On March 16, 2026, I captured a screenshot of the @fundraiser_com X/Twitter profile page, which showed the account as verified with a bio describing a "\$1,000,000 prize pool," 1,367 followers, and the notation "Followed by ... Andrew Tate."

Continued Publication of Hackathon Website

21. As of the date of this Declaration, the hackathon website at fundraiser.com/hackathon remains live and publicly accessible. The pages at fundraiser.com/hackathon, fundraiser.com/hackathon/showcase, and fundraiser.com/apply continue to display all prize representations, contest terms, judging criteria, and the project showcase page — including my displayed submission Bangchain as the first-listed project. Defendants have maintained this website with all prize representations intact for more than twelve months after the submission deadline, without announcing winners, conducting judging, or paying prizes.

22. I have received no communication from any Defendant regarding the HACKATHON G-AI at any time — before, during, or after the contest period — regarding the status of the hackathon, the judging process, or the contest results. To my knowledge, no other participant has received any such communication.

23. The screenshots I captured on March 10 and March 16, 2026, document the hackathon website content. The website remains accessible and substantially unchanged as of the date of this Declaration.

Communications Involving My Brother Bryan Mitchell

24. My brother, Bryan Mitchell, is the individual known on the X/Twitter platform as @prince_of_fakes. On January 30, 2025, Bryan Mitchell received a direct message on X from Andrew Tate (@Cobratate) stating "Hey bro," "Head of hackathon wants to reach out," and "whats your telegram." Bryan Mitchell provided his Telegram contact information. Within minutes, a person identified as "Issa" (associated with the X account @issathecooker) contacted Bryan Mitchell on Telegram, stating "andrew told me to text you." Bryan Mitchell preserved screenshots of both the X direct messages and the Telegram conversation. Bryan Mitchell attests to these facts in his own Declaration. (See Exhibit X.)

25. I am informed and believe, based on Bryan Mitchell's account and Declaration (see Exhibit X), that on January 30, 2025, an unknown individual minted a cryptocurrency token associated with the Bangchain project name on the Solana blockchain and sent a percentage of the token supply to Bryan Mitchell. Issa then instructed Bryan Mitchell to lock up his token holdings, announce a Twitter Space, and promote the Bangchain project publicly. Issa stated that Andrew Tate would join the Twitter Space. A Twitter Space was held but experienced technical difficulties. The token hit its all-time high price on its first day of trading and subsequently declined approximately 99.6% in value, consistent with a pump-and-dump pattern. These communications occurred on the same day that my submission Bangchain appeared on the hackathon showcase page. On January 31, 2025, the following day, Bryan Mitchell posted a screenshot of the hackathon showcase page featuring Bangchain on X/Twitter, and Andrew Tate publicly replied: "This product is perfect for the average crypto trader tbh." The post received 71,400 views. (See Exhibit W.) I did not create, mint, or authorize the creation of the Bangchain token. I did not participate in or authorize any bundled token purchases, coordinated trading activity, or pump-and-dump scheme involving the Bangchain token.

Current Status

26. As of the date of this Declaration — more than twelve months after the submission deadline — Defendants have still not announced any winners, conducted any judging process, or paid any portion of the advertised prize pool to me or, to my knowledge, to any other participant.

Damages

27. As a direct result of Defendants' conduct, I have suffered damages including: (a) lost prize opportunity — I was deprived of the opportunity to compete for prizes valued at up to \$500,000, and my submission Bangchain was the first-listed project on the showcase page, one of only two real submissions; (b) reliance damages — the value of time, labor, and development costs invested in creating Bangchain; (c) opportunity costs — hackathons, freelance work, and employment opportunities forgone; and (d) personal data provided under

false pretenses.

28. The total value of my damages, including lost prize opportunity, reliance damages, and opportunity costs, exceeds \$75,000.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 4, 2026, in North Las Vegas, Nevada.

/s/ Anthony Mitchell

ANTHONY MITCHELL
618 Painted Opus Place
North Las Vegas, Nevada 89084
(702) 884-0472
realanthonymitchell@gmail.com

EXHIBIT N

Fundraiser.com Navigation Menu
Showing "Cobratate" link connecting
fundraiser.com to cobratate.com

Source: Plaintiff's screen capture, March 10, 2026

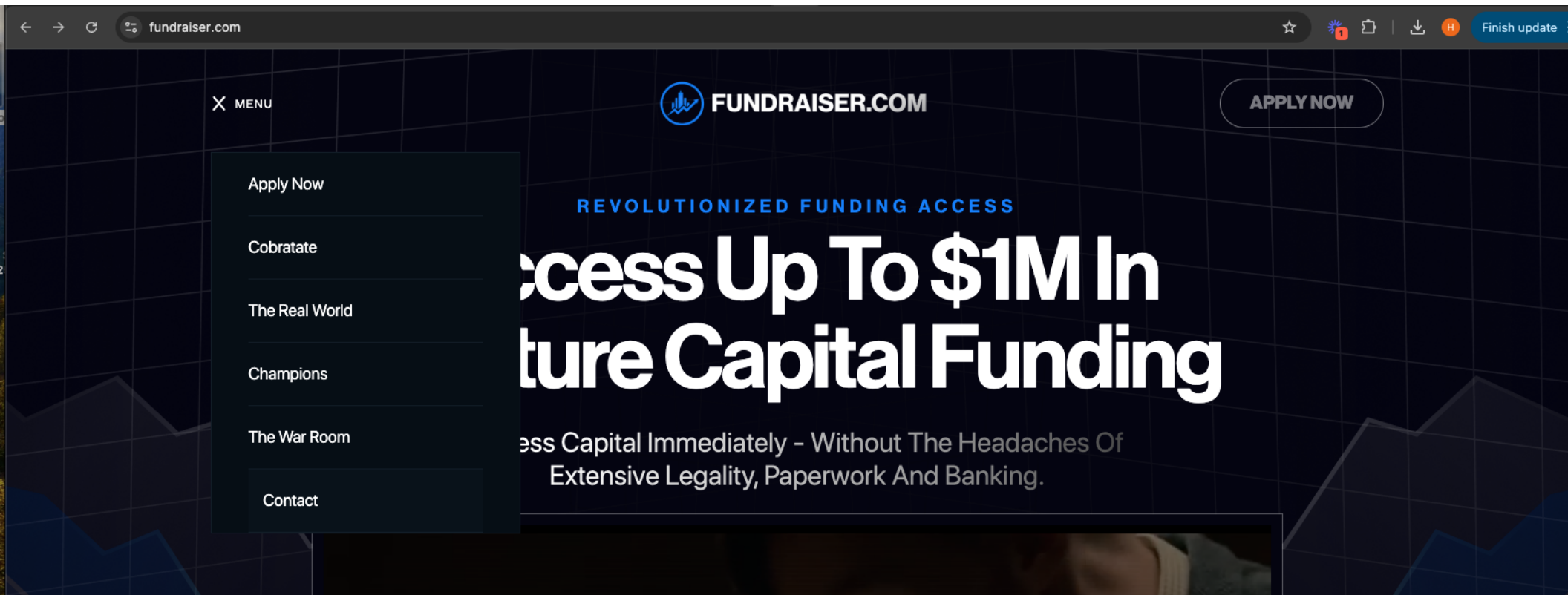


EXHIBIT O

Solscan Blockchain Explorer Analysis
of G DAO Treasury Wallet

Address: 55ZBpYaDnpd9QyENdyVrkYWkm76ee15WRnLaKEDwS7Xq

Showing approximately \$16,513 in liquid assets
(less than 2% of advertised \$1,000,000+ prize pool)

Source: Solana Mainnet-Beta RPC & solscan.io
Publicly verifiable Solana blockchain record

EXHIBIT O — SOLSCAN BLOCKCHAIN EXPLORER ANALYSIS G DAO TREASURY WALLET

Case: Mitchell v. Tate et al.
 Court: U.S. District Court, District of Nevada
 Prepared by: Solana Blockchain RPC Query & Solscan.io Cross-Reference
 Date: March 10, 2025

I. WALLET IDENTIFICATION

Wallet Address: 55ZBpYaDnpd9QyENdyVrkYWkm76ee15WRnLaKEDwS7Xq
 Blockchain: Solana (Mainnet-Beta)
 Label: G DAO Treasury Wallet
 Purpose: Purported prize pool wallet for the Hackathon
 as displayed on fundraiser.com/hackathon

This wallet address was publicly displayed on the fundraiser.com/hackathon webpage as the designated prize pool treasury for the Hackathon, which advertised over \$1,000,000 in total prizes.

II. NATIVE SOL BALANCE

Balance (lamports): 994,432,593
 Balance (SOL): 0.9944 SOL
Approximate USD: \$85.12 (at \$85.60/SOL, March 10, 2025)

FINDING: The wallet holds less than 1 SOL in native balance — insufficient

even to cover transaction fees for a prize distribution of the advertised magnitude.

III. SPL TOKEN HOLDINGS

The wallet contains 35 SPL token accounts. The sole liquid, dollar-pegged asset is USDC (USD Coin):

A. USDC (Primary Liquid Asset)

Mint: EPjFWdd5AufqSSqeM2qN1xzybapC8G4wEGGkZwyTDt1v
 Balance: 16,383.456857 USDC
 USD Value: \$16,383.46

B. Other Token Holdings (Non-Liquid / Negligible Value)

The remaining 34 token accounts consist of meme tokens, pump.fun tokens, and other speculative tokens with minimal or no meaningful market liquidity. Representative holdings include:

Token (Mint Suffix)	Balance	Estimated Value
...5JEdw...Wpump	888	Negligible
...HsZft...pump	72,000	Negligible
...98rRy...	500,000	Negligible
...H9Kcf...pump	50,000,000	Negligible
...LX2mJ...pump	1,369	Negligible
...5UHdu...pump	11,000	Negligible
...Dv9dN...pump	169,420	Negligible
...CsBtz...pump	10,000,000	Negligible
...45CSt...pump	1,055,000	Negligible
...YLoto...pump	153,489	Negligible
...9g4Cx...	10,000,000	Negligible
...NuSvb...pump	1,111	Negligible
...4Cnk9...pump	25.46	Negligible
...3Lc1C...pump	12,369	Negligible
...2LTw2...	1,000,000	Negligible
...HfMbP...	15	Negligible

EXHIBIT P

Archive.org Wayback Machine Captures
of fundraiser.com/hackathon and
fundraiser.com/hackathon/showcase

Confirming: (1) unauthorized Solana Foundation logo
on original page; (2) full prize pool detail;
(3) Plaintiff's Bangchain on showcase;
(4) page still live months after deadline

*Source: web.archive.org — Internet Archive Wayback Machine
7 captures between January 12, 2025 and June 22, 2025*

https://www.fundraiser.com/hackathon

FUNDRAISER DOT COM

SOLARIS FOUNDATION

AI HACKATHON

JAN 15TH - 30TH. ONLINE HACKATHON. \$1M+ IN PRIZES.

SUBMIT YOUR PROJECT

REGISTRATIONS WILL REMAIN OPEN UP UNTIL JANUARY 30, 2025.

+ PRIZES +

WE OFFER A WIDE RANGE OF PRIZES AND CATEGORIES TO RECOGNIZE THE BEST PROJECTS AND PARTICIPANTS.

/// MAIN PRIZE POOL

\$800,000

TOP G GRAND PRIZE: \$500,000
FOR THE MOST DOMINANT, IMPACTFUL PROJECT.

THE MATRIX BREAKER AWARD: \$100,000
FOR DISRUPTIVE IDEAS BREAKING CONVENTIONAL BOUNDARIES.

HUSTLER'S RUNNER UP PRIZE: \$200,000
REWARDING NEAR-PERFECTION AND RELENTLESS EFFORT.

/// TRACKS PRIZE POOL

\$150,000

[1] AI GAMEFI
AWARDED TO THE BEST AI GAMEFI PROJECT.

[2] PONZI INNOVATION
AWARDED TO THE BEST PONZI PROJECT.

[3] MOST INNOVATIVE
AWARDED TO THE MOST INNOVATIVE PROJECT OVERALL.

[4] MOST G
AWARDED TO THE MOST G PROJECT CERTIFIED BY TOP G HIMSELF.

/// SPECIAL AWARDS

\$100,000

- MOST CENSORED PRODUCT**
- REAL NEWS, NOT FAKE NEWS AI**
- HUSTLER'S TOOL**
- PIMP TOOL: AN AI THAT MIRRORS ITS USER AND HANDLES COMMUNICATION.**
- CONCIERGE/PLANNING TOOL**
- TRENCH SCANNER TOOL**
- TREND IDENTIFIER TOOL**
- CLOUT GRABBER TOOL**

/// ADDITIONAL INCENTIVES

\$50,000

[1] EARLY BIRD SUBMISSION REWARDS
EARLY VALID SUBMISSIONS WILL BE CONSIDERED FOR A REWARD.

[2] PARTICIPATION GRANTS
AWARDED TO MEANINGFUL AND NOTEWORTHY PARTICIPANTS.

+ OFFICIAL SUPPORTERS +

WE'RE PROUD TO PARTNER WITH KEY PLAYERS IN BLOCKCHAIN, AI, AND TECH INDUSTRIES TO SUPPORT AND FUND THIS GROUNDBREAKING EVENT.

MAIN SPONSORS




COMING SOON

TRACKS SPONSORS

https://www.fundraiser.com/hackathon

7 centuries
12/20/2021 - 12/21/2021

Go JAN 05 2023

FUNDRAISER
DOT COM

AI HACKATHON

EXTENDED TO FEB 15TH. ONLINE HACKATHON. \$1M+ IN PRIZES.

SUBMIT YOUR PROJECT

REGISTRATIONS WILL REMAIN OPEN UP UNTIL
FEBRUARY 15, 2023.

+ PRIZES +

WE OFFER A WIDE RANGE OF PRIZES AND CATEGORIES TO RECOGNIZE THE BEST
PROJECTS AND PARTICIPANTS.

/// MAIN PRIZE POOL

\$800,000

TOP G GRAND PRIZE: \$500,000
FOR THE MOST DOMINANT, IMPACTFUL PROJECT.

THE MATRIX BREAKER AWARD: \$100,000
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HUSTLER'S RUNNER UP PRIZE: \$200,000
REWARDING NEAR-PERFECTION AND RELENTLESS EFFORT.

/// TRACKS PRIZE POOL

\$150,000

(1) AI GAMEFI
AWARDED TO THE BEST AI GAMEFI PROJECT.

(2) PONZI INNOVATION
AWARDED TO THE BEST PONZI PROJECT.

(3) MOST INNOVATIVE
AWARDED TO THE MOST INNOVATIVE PROJECT OVERALL.

(4) MOST G
AWARDED TO THE MOST G PROJECT CERTIFIED BY TOP G HIMSELF.

/// SPECIAL AWARDS

\$100,000

- MOST CENSORED PRODUCT
- HUSTLER'S TOOL
- CONCIERGE/PLANNING TOOL
- TRENCH SCANNER TOOL

/// ADDITIONAL INCENTIVES

\$50,000

(1) EARLY BIRD SUBMISSION REWARDS
EARLY VALID SUBMISSIONS WILL BE CONSIDERED FOR A REWARD.

(2) PARTICIPATION GRANTS
AWARDED TO MEANINGFUL AND NOTEWORTHY PARTICIPANTS.

+ G DAO TREASURY WALLET +

04ZPFA2MFORQYENDYVRYWHTGEEI6WNLAKZNGTAD

HOVER TO LEARN MORE / CLICK TO COPY ADDRESS TO CLIPBOARD.

+ OFFICIAL SUPPORTERS +

WE'RE PROUD TO PARTNER WITH KEY PLAYERS IN BLOCKCHAIN, AI, AND TECH
INDUSTRIES TO SUPPORT AND FUND THIS GROUNDREAKING EVENT.

MAIN SPONSORS

THE REAL WORLD

TOP

FUNDRAISER
DOT COM

TRACKS SPONSORS

COMING SOON

COMING SOON

COMING SOON

COMING SOON

+ PROJECT SHOWCASE +

NONE OF THE FEATURED PROJECTS ON THIS PAGE ARE ENDORSED BY THE HACKATHON G-AI. THEY JUST PARTICIPATED IN THE HACKATHON, THEY CAN TURN OUT TO BE A SCAM OR SPAM PROJECT. DYOR.

SUBMIT YOUR PROJECT



Providing unique realistic adult experiences, personalized intimacy and a level of affection that no modern woman is capable of.

COMING SOON

This is a placeholder description for a project. As new projects are featured in the AI hackathon, they'll appear here alongside the others.

🔄 ✕ 🌐

+ PROJECT SHOWCASE +

NONE OF THE FEATURED PROJECTS ON THIS PAGE ARE ENDORSED BY THE HACKATHON G-AI. THEY JUST PARTICIPATED IN THE HACKATHON, THEY CAN TURN OUT TO BE A SCAM OR SPAM PROJECT. DYOR.

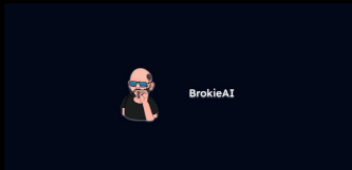
SUBMIT YOUR PROJECT



BANGCHAIN

Providing unique realistic adult experiences, personalized intimacy and a level of affection that no modern woman is capable of.

🔗 🌐



BROKIEAI

Voice enabled, no code AI agent builder made to ease the deployment of custom AI Agents as an 1 click deployment SaaS platform within the Solana ecosystem.

🔗 🌐



COMING SOON

This is a placeholder description for a project. As new projects are featured in the AI hackathon, they'll appear here alongside the others.

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COMING SOON

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🔗 🌐



COMING SOON

This is a placeholder description for a project. As new projects are featured in the AI hackathon, they'll appear here alongside the others.

🔗 🌐



FUNDRAISER
DOT COM

SHOWCASE PRIZES SPONSORS FAQ REGISTER PITCH DECK PARTNERSHIPS TWITTER/X

2024 FUNDRAISER.COM AI HACKATHON © ALL RIGHTS RESERVED

EXHIBIT Q

New Era Learning LLC

Terms of Service, Privacy Policy, and Footer Disclosures

From university.com and jointherealworld.com

identifying New Era Learning LLC as

“Owner and Manager” of The Real World

Each page states: “Owned and Managed by New Era Learning LLC”

and identifies Thrifty Consulting LLC and Legendary Courses, Inc.

as distribution partners with addresses

*Source: university.com/privacy, jointherealworld.com/terms,
jointherealworld.com/privacy, university.com — captured March 8, 2026*

Privacy Policy

Introduction

This Privacy Policy ("Policy") applies to University.com and New Era Learning LLC ("Company") and governs data collection and usage in compliance with applicable laws and regulations, including the General Data Protection Regulation (GDPR) where applicable. For the purposes of this Privacy Policy, unless otherwise noted, all references to the Company include University.com. By using the Company's application, you consent to the data practices described in this statement.

Collection of Your Personal Information

We do not collect personal information beyond the username and email address you provide. This information is collected based on your consent and/or for fulfilling our contract with you. We do not share this information with any third parties. We implement all reasonable measures to ensure the confidential storage and handling of personal information. You understand that your content (excluding credit card information) may be transferred unencrypted and involve:

- Transmissions over various networks
- Changes to conform and adapt to technical requirements of connecting networks or devices

We do not have access to your credit card information; this is managed by our payment gateway providers. All credit/debit card details and personally identifiable information will NOT be stored, sold, shared, rented, or leased to any third parties.

Use of Your Personal Information

The Company collects and uses your personal information based on your consent and/or for the purpose of fulfilling our contract with you to:

- Operate and deliver the services you have requested;
- Provide you with information, products, or services that you request from us;
- Provide you with notices about your account;
- Carry out the Company's obligations and enforce our rights arising from any contracts entered between you and us, including for billing and collection;
- Notify you about changes to our services or any products we offer;
- For any other purpose with your consent.

Sharing Information with Third Parties

The Company does not sell, rent, or lease its customer lists to third parties. The Company may share data with trusted partners to help perform statistical analysis, send you email, or provide customer support. All such third parties are prohibited from using your personal information except to provide these services to the Company, and they are required to maintain the confidentiality and security of your information. We ensure that any data transfers to third parties, including those outside of your country, are safeguarded in accordance with applicable data protection laws, such as the GDPR.

The Company may disclose your personal information without notice if required to do so by law or in the good faith belief that such action is necessary to:

- Conform to the edicts of the law or comply with legal process served on the Company or the site;
- Protect and defend the rights or property of the Company;
- Act under exigent circumstances to protect the personal safety of users of the Company, or the public.

Your Data Protection Rights Under The General Data Protection Regulation

If you are a resident of the EEA or the UK, you have the following data protection rights:

- Access: You have the right to request access to your personal data.
- Correction: You have the right to request that we correct any information you believe is inaccurate or complete information you believe is incomplete.
- Deletion: You have the right to request the deletion of your personal data.
- Objection: You have the right to object to the processing of your personal data.
- Restriction: You have the right to request that we restrict the processing of your personal data.
- Portability: You have the right to request the transfer of your personal data to another organization or directly to you.

You can exercise these rights by emailing us at support@University.com. If you have opted-in to receive marketing communications, you can opt out at any time by clicking on the "unsubscribe" link in the emails. To opt out of other forms of marketing, please contact us by email.

If we have collected and processed your personal information with your consent, you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of processing based on consent before its withdrawal.

You also have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

Right to Deletion

Subject to certain exceptions set out below, upon receipt of a verifiable request from you, we will delete your personal information from our records and direct any service providers to delete your personal information from their records. To make a verifiable request, please contact us at support@University.com.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, and provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

The Company does not knowingly collect personally identifiable information from children under the age of 13. If you are under the age of 13, you must ask your parent or guardian for permission to use this application. If we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as soon as possible. If you believe this may be the case, please contact us immediately at support@University.com.

Email Communications

From time to time, the Company may contact you via email to provide announcements, promotional offers, alerts, confirmations, surveys, and other general communication. To improve our services, we may use cookies or other tracking technologies to receive a notification when you open an email from the Company or click on a link therein. If you would like to stop receiving marketing or promotional communications via email from the Company, you may opt out of such communications by clicking on the unsubscribe button in the email or by contacting us at support@University.com.

Changes to This Statement

The Company reserves the right to change this Policy from time to time to meet legal requirements and standards. We will notify you about significant changes by sending a notice to the primary email address specified in your account, placing a prominent notice on our site, and/or updating any privacy information. You will have a reasonable period to review the changes before they take effect. Modifications will be effective on the day they are posted. Your continued use of the application and/or services available after such modifications will constitute your acknowledgment of the modified Policy and agreement to abide by and be bound by that Policy.

Contact Information

[Enroll Now](#)

The Company welcomes your questions or comments regarding this Policy. If you believe that the Company has not adhered to this Policy,

Agreement Between User and The Real World

Welcome to The Real World. The Real World website, the "Site" is comprised of various web pages operated by New Era Learning LLC ("NEL"). The Real World is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of The Real World constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

Service Overview

At The Real World, we take great pride in offering top-quality educational content, personalized support, and a nurturing community, all designed to help our students flourish. We warmly encourage prospective students to thoughtfully consider their commitment to their educational journey before applying. The Real World is specifically created for individuals who are dedicated to maximizing time and effort to achieve tangible results, rather than those who merely wish to "try out" our offerings. Access to our services is exclusive to members who adhere to these commitments.

Privacy

Your use of The Real World is subject to NEL's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting The Real World or sending emails to NEL constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, notifications, and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. You acknowledge that NEL is not responsible for third-party access to your account that results from theft or misappropriation of your account. NEL and its associates reserve the right to refuse or suspend access, terminate accounts, or remove or edit content in our site discretion. You are responsible for providing accurate and complete information during registration and account management.

Membership and Payment

Your membership includes access to an exclusive server for education, mentoring, and a positive community to network within. By placing your monthly recurring order at The Real World, you will be charged \$99.99 per month and every 30 days thereafter until you cancel your subscription. You will receive an electronic receipt after each successful transaction. We accept payments online using Visa, Mastercard, American Express and Discover credit/debit cards in USD for any other agreed currency). Cancellations must be made before the next billing cycle to avoid being charged for the subsequent month.

Prohibited Transactions

NEL will not conduct business with or provide services or products to any countries sanctioned by the Office of Foreign Assets Control (OFAC) in accordance with the laws of Delaware and the United States.

Children Under Thirteen

NEL does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 13, you may use The Real World only with permission of a parent or guardian.

Cancellation/Refund Policy

You can cancel your membership at any time by logging into your membership portal and changing your preference. Please note that cancellations must be made before the next billing cycle to avoid being charged for the subsequent month. As a general principle, we do not offer refunds on any of our products or services due to their digital nature. This policy is in place due to the significant investment we make in creating, maintaining, and delivering these digital content. You understand that we can be unpredictable, and exceptional circumstances may arise that warrant consideration on a case-by-case basis. If you believe your situation calls for an exception to our refund policy, please contact our support team at support@therealworld.com.

Links to Third-Party Sites/Third-Party Services

The Real World may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of NEL and NEL is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. NEL is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by NEL of the linked site or any association with the website. Certain services made available via The Real World are delivered by third-party sites and organizations. By using any product, service, or functionality originating from The Real World domain, you hereby acknowledge and consent that NEL may share such information and data with any third party with whom NEL has a contractual relationship to provide the requested product, service, or functionality as outlined at The Real World (users and customers). You are responsible for complying with the terms of service of any Linked Sites you visit.

No Unlawful or Prohibited Use/Intellectual Property

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The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group collectively, "Communication Services". You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
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- Upload, post, or email content of any other information that is prohibited by intellectual property laws for rights of publicity, privacy, or other intellectual property or other intellectual property laws;
- Upload, post, or email content of any other information that is prohibited by intellectual property laws for rights of publicity, privacy, or other intellectual property or other intellectual property laws;
- Authorize or offer to authorize any third party or service for any business or purpose, unless such Communication Service specifically allows such messages;
- Conduct or knowingly participate in any activity that interferes with the operation of the Communication Services;
- Download or Reproduce another user's Communication Service that you know, or reasonably should know, cannot be legally distributed in any manner permitted or that is not authorized;
- Fraud or defraud any author, publisher, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in the Site;
- Read or or inhibit any other user from using and enjoying the Communication Services;
- Misuse any content of content or other materials containing the trademarks for any particular Communication Service;
- Harass or otherwise collect information about others, including e-mail addresses, without their consent;
- Violate any applicable laws or regulations.

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The Service is controlled, operated and administered by NEL from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all laws. You agree that you will not use the Site, Content accessed through The Real World in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless NEL, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney fees) resulting or arising out of your use of or inability to use the Site or services, any use postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class or representative actions are not permitted. THE PARTIES AGREE THAT ANY LITIGATION OR DISPUTE, REGARDLESS OF THE GROUNDS OR CAUSE OF ACTION, SHALL BE FILED AND MAINTAINED ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. NEW ERA LEARNING LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

Termination/Access Restriction

NEL reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware and you hereby consent to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Site.

Changes to Terms

NEL reserves the right, in its sole discretion, to change the Terms under which The Real World is offered. The most current version of the Terms will supersede all previous versions. NEL encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

NEL welcomes your questions or comments regarding the Terms at support@therealworld.com. Owned and Managed by New Era Learning LLC.

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Effective as of Jan 01, 2025

Privacy Policy

Introduction

This Privacy Policy ("Policy") applies to The Real World and New Era Learning LLC ("Company") and governs data collection and usage in compliance with applicable laws and regulations, including the General Data Protection Regulation (GDPR) where applicable. For the purposes of this Privacy Policy, unless otherwise noted, all references to the Company include The Real World. By using the Company's application, you consent to the data practices described in this statement.

Collection of Your Personal Information

We do not collect personal information beyond the username and email address you provide. This information is collected based on your consent and/or for fulfilling our contract with you. We do not share this information with any third parties. We implement all reasonable measures to ensure the confidential storage and handling of personal information. You understand that your content (excluding credit card information) may be transferred unencrypted and involve:

- Transmissions over various networks
- Changes to conform and adapt to technical requirements of connecting networks or devices

We do not have access to your credit card information; this is managed by our payment gateway providers. All credit/debit card details and personally identifiable information will NOT be stored, sold, shared, rented, or leased to any third parties.

Use of Your Personal Information

The Company collects and uses your personal information based on your consent and/or for the purpose of fulfilling our contract with you to:

- Operate and deliver the services you have requested;
- Provide you with information, products, or services that you request from us;
- Provide you with notices about your account;
- Carry out the Company's obligations and enforce our rights arising from any contracts entered between you and us, including for billing and collection;
- Notify you about changes to our services or any products we offer;
- For any other purpose with your consent.

Sharing Information with Third Parties

The Company does not sell, rent, or lease its customer lists to third parties. The Company may share data with trusted partners to help perform statistical analysis, send you email, or provide customer support. All such third parties are prohibited from using your personal information except to provide these services to the Company, and they are required to maintain the confidentiality and security of your information. We ensure that any data transfers to third parties, including those outside of your country, are safeguarded in accordance with applicable data protection laws, such as the GDPR.

The Company may disclose your personal information without notice if required to do so by law or in the good faith belief that such action is necessary to:

- Conform to the edicts of the law or comply with legal process served on the Company or the site;
- Protect and defend the rights or property of the Company;
- Act under exigent circumstances to protect the personal safety of users of the Company, or the public.

Your Data Protection Rights Under The General Data Protection Regulation

If you are a resident of the EEA or the UK, you have the following data protection rights:

- Access: You have the right to request access to your personal data.
- Correction: You have the right to request that we correct any information you believe is inaccurate or complete information you believe is incomplete.
- Deletion: You have the right to request the deletion of your personal data.
- Objection: You have the right to object to the processing of your personal data.
- Restriction: You have the right to request that we restrict the processing of your personal data.
- Portability: You have the right to request the transfer of your personal data to another organization or directly to you.

You can exercise these rights by emailing us at support@jointherealworld.com. If you have opted-in to receive marketing communications, you can opt out at any time by clicking on the "unsubscribe" link in the emails. To opt out of other forms of marketing, please contact us by email.

If we have collected and processed your personal information with your consent, you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of processing based on consent before its withdrawal.

You also have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

Right to Deletion

Subject to certain exceptions set out below, upon receipt of a verifiable request from you, we will delete your personal information from our records and direct any service providers to delete your personal information from their records. To make a verifiable request, please contact us at support@jointherealworld.com.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, and provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

The Company does not knowingly collect personally identifiable information from children under the age of 13. If you are under the age of 13, you must ask your parent or guardian for permission to use this application. If we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as soon as possible. If you believe this may be the case, please contact us immediately at support@jointherealworld.com.

Email Communications

From time to time, the Company may contact you via email to provide announcements, promotional offers, alerts, confirmations, surveys, and other general communication. To improve our services, we may use cookies or other tracking technologies to receive a notification when you open an email from the Company or click on a link therein. If you would like to stop receiving marketing or promotional communications via email from the Company, you may opt out of such communications by clicking on the unsubscribe button in the email or by contacting us at support@jointherealworld.com.

Changes to This Statement

The Company reserves the right to change this Policy from time to time to meet legal requirements and standards. We will notify you about significant changes by sending a notice to the primary email address specified in your account, placing a prominent notice on our site, and/or updating any privacy information. You will have a reasonable period to review the changes before they take effect. Modifications will be effective on the day they are posted. Your continued use of the application and/or services available after such modifications will constitute your acknowledgment of the modified Policy and agreement to abide by and be bound by that Policy.

Contact Information

The Company welcomes your questions or comments regarding this Policy. If you believe that the Company has not adhered to this Policy, please contact us at support@jointherealworld.com.

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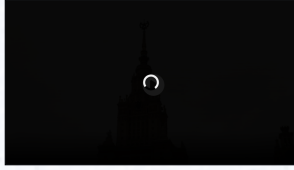
- Thrifty Consulting LLC
800 North State St. Ste 403, Dover, DE 19001
- Legendary Courses, Inc.
221 N. Broad St. Middletown, DE 19709

Effective as of Jan 01, 2025

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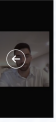
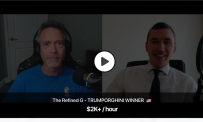
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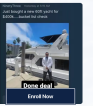


EXHIBIT R

DNS / WHOIS Technical Infrastructure Analysis
Showing shared Cloudflare nameservers
(bob.ns.cloudflare.com / heidi.ns.cloudflare.com),
Zoho mail servers, SPF mail delegation from
therealworld.ag, and Vercel hosting across
fundraiser.com, university.com, cobratate.com,
and jointherealworld.com

*Source: Live DNS lookup records (dig NS, dig MX, dig TXT, dig A)
and WHOIS registration queries — performed March 9, 2026*

EXHIBIT R — DNS / WHOIS TECHNICAL INFRASTRUCTURE ANALYSIS

Case: Mitchell v. Tate et al.
 Prepared by: DNS Forensic Analyst (Technical Exhibit)
 Date: March 9, 2026
 Type: Technical Infrastructure Analysis – Domain Name System (DNS)
 and WHOIS Registration Records

I. METHODOLOGY

This analysis was conducted on March 9, 2026, using standard DNS interrogation tools (dig) and WHOIS registration lookups (whois) from a macOS workstation. The following record types were queried for each target domain:

- NS (Nameserver) : Identifies the authoritative DNS servers for the domain
- MX (Mail Exchange) : Identifies servers authorized to receive email
- TXT (Text) : Contains SPF mail-authorization policies, domain verification tokens, and other metadata
- A (Address) : Identifies the IPv4 hosting address(es)

Additionally, a WHOIS lookup was performed on fundraiser.com to determine registrant identity, and a TXT record lookup was performed on therealworld.ag to identify SPF mail-sending delegation.

All results reflect live DNS responses at the time of query. Records are reproduced verbatim.

II. TARGET DOMAINS

1. fundraiser.com
 2. university.com
 3. cobratate.com
 4. jointherealworld.com
 5. therealworld.ag (supplemental – SPF delegation analysis only)
-

III. RESULTS BY DOMAIN

DOMAIN 1: fundraiser.com

A. Nameservers (NS)

bob.ns.cloudflare.com.
 heidi.ns.cloudflare.com.

B. Mail Exchange (MX)

10 mx.zoho.com.
 20 mx2.zoho.com.
 50 mx3.zoho.com.

C. TXT Records

"zoho-verification=zb52932876.zmverify.zoho.com"
 "google-site-verification=y62Gq-e1_VztjDyZzmW7UogWRrk6MfiaHji0sJAQU0I"
 "v=spf1 include:zohomail.com ~all"

D. A Records (Hosting IP)

76.76.21.21
 WHOIS on 76.76.21.21:
 NetName: VERCEL-01
 Organization: Vercel, Inc (ZEITI)
 NetRange: 76.76.21.0 - 76.76.21.255
 HOSTING PROVIDER: Vercel, Inc.

E. WHOIS Registration Data

Domain Name: fundraiser.com

Registry Domain ID: 2288051_DOMAIN_COM-VRSN
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Creation Date: 1995-04-23
 Registry Expiry Date: 2031-04-24
 Updated Date: 2025-06-09
 Registrant Name: Registration Private
 Registrant Organization: Domains By Proxy, LLC
 Registrant Street: DomainsByProxy.com
 100 S. Mill Ave, Suite 1600
 Registrant City: Tempe
 Registrant State: Arizona
 Registrant Country: US
 Registrant Phone: +1.4806242599
 Domain Status:
 clientDeleteProhibited
 clientRenewProhibited
 clientTransferProhibited
 clientUpdateProhibited
 NOTE: Registrant identity is concealed behind GoDaddy's
 "Domains By Proxy, LLC" privacy proxy service. **

DOMAIN 2: university.com

A. Nameservers (NS)

bob.ns.cloudflare.com.
 heidi.ns.cloudflare.com.

B. Mail Exchange (MX)

10 mx.zoho.com.
 20 mx2.zoho.com.
 50 mx3.zoho.com.

C. TXT Records

"google-site-verification=ccMjqyQhlzQd-_7ArKw1EHAHXH87zaR007K2BT1AHTk"
 "zoho-verification=zb96213756.zmverify.zoho.com"
 "v=spf1 include:zoho.com ~all"
 "ms=ms41663240"
 "v=spf1 include:_spf.google.com include:_mxs.therealworld.ag ~all"

NOTE: Two SPF records are present. This is technically non-compliant
 with RFC 7208 §3.2, which mandates at most one SPF record per domain.
 The second SPF record explicitly authorizes therealworld.ag's mail
 infrastructure (_mxs.therealworld.ag) to send email as university.com.
 The "ms=" record indicates Microsoft 365/Azure AD domain verification. **

D. A Records (Hosting IP)

104.18.39.56
 172.64.148.200
 Both IPs fall within Cloudflare's published address ranges
 (104.16.0.0/12 and 172.64.0.0/13).
 HOSTING PROVIDER: Cloudflare (proxied / CDN)

DOMAIN 3: cobratate.com

A. Nameservers (NS)

bob.ns.cloudflare.com.
 heidi.ns.cloudflare.com.

B. Mail Exchange (MX)

(No MX records returned)

NOTE: Although no MX records exist, the SPF TXT record below
 references Zoho (zoho.com, spf.zoho.com) and therealworld.ag,
 indicating this domain has been configured to authorize outbound
 email sending through those services. **

C. TXT Records

"google-site-verification=0W1jSf_Ncyvs6w4IWTXvYk1MnL_JNZTFveT06I5mSZc"
 "loaderio=9848ffd81487810abba811b9eda74763"
 "v=spf1 include:zcsend.net include:zoho.com include:spf.sendinblue.com include:spf.zoho.com
 include:_mxs.therealworld.ag ~all"
 "sendinblue-code:944cd697969b2ec3e1db3034c001b0c4"
 "google-site-verification=GSM1sAh5g327Mo9Xlcab742SHgSuZFIkd83RGZWewkI"

NOTE: SPF record authorizes FIVE sending sources:

1. zcsend.net (Zoho Campaigns / ZeptoMail)
 2. zoho.com (Zoho Mail)
 3. spf.sendinblue.com (Brevo / Sendinblue)
 4. spf.zoho.com (Zoho Mail – redundant)
 5. _mxs.therealworld.ag (The Real World mail infrastructure)
- The Sendinblue/Brevo verification token and Loader.io token
 indicate active marketing automation and load-testing. **

D. A Records (Hosting IP)

172.64.144.76
 104.18.43.180

Both IPs fall within Cloudflare's published address ranges.

HOSTING PROVIDER: Cloudflare (proxied / CDN)

DOMAIN 4: jointherealworld.com**A. Nameservers (NS)**

kenia.ns.cloudflare.com.
 owen.ns.cloudflare.com.

*NOTE: These are DIFFERENT Cloudflare nameservers from those used by
 fundraiser.com, university.com, and cobratate.com (bob / heidi).
 Cloudflare assigns nameserver pairs per account, indicating that
 jointherealworld.com is managed under a separate Cloudflare account. ***

B. Mail Exchange (MX)

10 mx.zoho.com.
 20 mx2.zoho.com.
 50 mx3.zoho.com.

C. TXT Records

"v=spf1 include:zoho.com include:_mxs.therealworld.ag ~all"
 "zoho-verification=zb20321642.zmverify.zoho.com"
 "brevo-code:3f2d0cf68bc3b4292dd23594030bb2b9"
 "google-site-verification=IDn6mXbTvApGIy8VIwLFV0PI7ncnSGL83ox99XTz9YM"

D. A Records (Hosting IP)

216.150.1.1
 WHOIS on 216.150.1.1:
 NetName: VERCEL-09
 Organization: Vercel, Inc (ZEITI)
 NetRange: 216.150.1.0 - 216.150.1.255
 HOSTING PROVIDER: Vercel, Inc.

SUPPLEMENTAL: therealworld.ag (TXT Records Only)**TXT Records**

"v=spf1 include:_spf.google.com include:_mxs.therealworld.ag -all"
 "google-site-verification=1eJn-mGD49hZLS0eaP3fJ9FJMAiGSF8WYpjG1rj1Ec"
 "google-site-verification=0Z7AqkjNiVZc2QcX6Iet0QVu12iw05RRlWGcons_LGk"
 "v=spf1 include:_spf.google.com include:_mxs.therealworld.ag ~all"
 "google-site-verification=GaXFJIAJF6gwP7WFTsJuJyNdYfE4Z-sfhDjEnHj-6D8"

*NOTE: therealworld.ag itself also has dual SPF records (one with -all
 hard-fail, one with ~all soft-fail). Both authorize Google Workspace
 (_spf.google.com) and _mxs.therealworld.ag for sending. This is the
 same _mxs.therealworld.ag include referenced by university.com,
 cobratate.com, and jointherealworld.com — establishing a shared mail*

delegation chain. **

IV. CROSS-DOMAIN INFRASTRUCTURE COMPARISON

■ ATTRIBUTE	■ fundraiser.com	■ university.com	■ cobratate.com	■ jointherealworld.com	■
■	■	■	■	■	■
■ NS Server 1	■ bob.ns.	■ bob.ns.	■ bob.ns.	■ kenia.ns.	■
■	■ cloudflare.com	■ cloudflare.com	■ cloudflare.com	■ cloudflare.com	■
■ NS Server 2	■ heidi.ns.	■ heidi.ns.	■ heidi.ns.	■ owen.ns.	■
■	■ cloudflare.com	■ cloudflare.com	■ cloudflare.com	■ cloudflare.com	■
■ SAME CF NS PAIR	■ YES (bob/heidi)	■ YES (bob/heidi)	■ YES (bob/heidi)	■ NO (kenia/owen)	■
■ MX (Zoho)	■ YES	■ YES	■ NO (no MX)	■ YES	■
■ Zoho in SPF	■ YES (zohomail.com)	■ YES (zoho.com)	■ YES (zoho.com + spf.zoho.com)	■ YES (zoho.com)	■
■	■	■	■	■	■
■ _mxs.therealworld.ag	■ NO	■ YES	■ YES	■ YES	■
■ in SPF	■	■	■	■	■
■ Zoho Verification	■ YES	■ YES	■ NO	■ YES	■
■ Google Site Verif.	■ YES	■ YES	■ YES (x2)	■ YES	■
■ Hosting Provider	■ Vercel	■ Cloudflare	■ Cloudflare	■ Vercel	■
■	■ (76.76.21.21)	■ (104.18.39.56,	■ (172.64.144.76,	■ (216.150.1.1)	■
■	■	■ 172.64.148.200)	■ 104.18.43.180)	■	■
■ Sendinblue / Brevo	■ NO	■ NO	■ YES	■ YES (brevo-code)	■
■ WHOIS Privacy Proxy	■ YES (Domains By Proxy, LLC)	■ (not queried)	■ (not queried)	■ (not queried)	■
■	■	■	■	■	■
■ Registrar	■ GoDaddy.com, LLC	■ (not queried)	■ (not queried)	■ (not queried)	■

V. KEY FINDINGS

FINDING 1 — SHARED CLOUDFLARE NAMESERVER PAIR (bob / heidi)

Three of the four domains — fundraiser.com, university.com, and cobratate.com — resolve to the IDENTICAL Cloudflare nameserver pair:

bob.ns.cloudflare.com
heidi.ns.cloudflare.com

Cloudflare assigns a unique nameserver pair to each customer account. The fact that three ostensibly separate domains share the same pair is strong technical evidence that all three are managed under the SAME Cloudflare account, and therefore by the same administrator or organization.

jointherealworld.com uses a different pair (kenia / owen), indicating it is managed under a separate Cloudflare account.

FINDING 2 — SHARED ZOHO MAIL INFRASTRUCTURE

Three of the four domains — fundraiser.com, university.com, and jointherealworld.com — have IDENTICAL Zoho MX records:

10 mx.zoho.com
20 mx2.zoho.com
50 mx3.zoho.com

cobratate.com does not have MX records, but its SPF record includes both zoho.com and spf.zoho.com, authorizing Zoho to send email on its behalf.

All four domains reference Zoho in either their MX or SPF records,

demonstrating that all four domains are part of the same Zoho Mail organizational ecosystem.

FINDING 3 — SPF MAIL DELEGATION VIA `therealworld.ag`

Three of the four domains include "`_mxs.therealworld.ag`" in their SPF records:

```
university.com: include:_mxs.therealworld.ag
cobratate.com: include:_mxs.therealworld.ag
jointherealworld.com: include:_mxs.therealworld.ag
```

This SPF include directive means that The Real World's mail infrastructure (`therealworld.ag`) is explicitly authorized to send email on behalf of all three domains. This is a direct technical linkage: the operators of `therealworld.ag` have been granted the ability to send email that will pass SPF authentication as if it originated from `university.com`, `cobratate.com`, or `jointherealworld.com`.

`therealworld.ag`'s own SPF records confirm it uses Google Workspace (`_spf.google.com`) and its own `_mxs.therealworld.ag` infrastructure.

`fundraiser.com` does NOT include `_mxs.therealworld.ag` in its SPF, but its shared Cloudflare account (same nameservers) and Zoho Mail infrastructure with `university.com` and `cobratate.com` still establish a clear infrastructure connection.

FINDING 4 — SHARED VERCEL HOSTING (`fundraiser.com` & `jointherealworld.com`)

Two domains resolve to Vercel, Inc. hosting infrastructure:

```
fundraiser.com → 76.76.21.21 (VERCEL-01, NET-76-76-21-0-1)
jointherealworld.com → 216.150.1.1 (VERCEL-09, NET-216-150-1-0-1)
```

Both IP addresses are confirmed as belonging to Vercel, Inc. through ARIN WHOIS records. This indicates both websites are deployed on the same hosting platform.

`university.com` and `cobratate.com` resolve to Cloudflare-proxied IPs (`104.18.x.x`, `172.64.x.x`), meaning their origin hosting servers are masked behind Cloudflare's CDN/proxy layer.

FINDING 5 — WHOIS PRIVACY PROXY ON `fundraiser.com`

The WHOIS registration for `fundraiser.com` shows:

```
Registrant Name: Registration Private
Registrant Organization: Domains By Proxy, LLC
Registrant Address: DomainsByProxy.com
100 S. Mill Ave, Suite 1600
Tempe, Arizona 85281
```

"Domains By Proxy, LLC" is GoDaddy's WHOIS privacy proxy service. The true registrant's identity is concealed. The domain was originally created on April 23, 1995, and was last updated on June 9, 2025, with an expiration date of April 24, 2031.

All four domain status flags (`clientDeleteProhibited`, `clientRenewProhibited`, `clientTransferProhibited`, `clientUpdateProhibited`) are set, indicating the registrant has locked the domain against unauthorized changes — a measure consistent with high-value domain management.

FINDING 6 — SHARED MARKETING / TRANSACTIONAL EMAIL PLATFORMS

`cobratate.com` and `jointherealworld.com` both reference Brevo (formerly Sendinblue), a transactional email and marketing automation platform:

```
cobratate.com: sendinblue-code:944cd697...
include:spf.sendinblue.com (in SPF)
include:zcsend.net (in SPF — Zoho Campaigns)
jointherealworld.com: brevo-code:3f2d0cf6...
```

This indicates both domains are integrated with the same email marketing platform (Brevo/Sendinblue), further linking their

operations.

FINDING 7 — MICROSOFT 365 VERIFICATION ON university.com

university.com contains the TXT record:

"ms=ms41663240"

This is a Microsoft 365 / Azure Active Directory domain verification token, indicating university.com has been verified within a Microsoft 365 tenant — typically used for enterprise email, identity management, or Office 365 services.

VI. INFRASTRUCTURE RELATIONSHIP DIAGRAM (TEXT)

CLOUDFLARE ACCOUNT "A" (bob / heidi nameservers)

■ fundraiser.com ■
■ university.com ■
■ cobratate.com ■

■ ■ ■
■ ■ ■
▼ ▼ ▼

■ Vercel ■ ■ Cloudflare ■ ■ Cloudflare ■
■ Hosting ■ ■ Proxied ■ ■ Proxied ■

CLOUDFLARE ACCOUNT "B" (kenia / owen nameservers)

■ jointherealworld.com ■

■
▼

■ Vercel ■
■ Hosting ■

SHARED ZOHO MAIL ECOSYSTEM

■ fundraiser.com (MX + SPF) ■
■ university.com (MX + SPF) ■
■ cobratate.com (SPF only, no MX) ■
■ jointherealworld.com (MX + SPF) ■

SPF DELEGATION CHAIN — therealworld.ag

■ ▲ ■ ■
■ ■ authorized to send as: ■
■ ■ ■ ■

■ ■ ▼ ▼ ▼ ■
■ ■ university.com cobratate jointhereal ■
■ ■ .com world.com ■

VII. CONCLUSION

The DNS and WHOIS analysis demonstrates the following infrastructure relationships among the four target domains:

1. **UNIFIED CLOUDFLARE ADMINISTRATION:** fundraiser.com, university.com, and cobratate.com are managed under a single Cloudflare account, as evidenced by their shared nameserver pair (bob.ns.cloudflare.com / heidi.ns.cloudflare.com). jointherealworld.com is managed under a separate Cloudflare account.
2. **COMMON MAIL PROVIDER:** All four domains use Zoho for email services, either through MX records (fundraiser.com, university.com, jointherealworld.com) or SPF authorization (cobratate.com).
3. **CENTRALIZED MAIL DELEGATION:** university.com, cobratate.com, and jointherealworld.com all delegate mail-sending authority to therealworld.ag via the SPF include:_mxs.therealworld.ag directive.

This means The Real World's mail servers can send authenticated email on behalf of all three domains — a configuration that requires administrative access to each domain's DNS and demonstrates coordinated control.

4. SHARED HOSTING: fundraiser.com and jointherealworld.com are both hosted on Vercel, Inc. infrastructure. university.com and cobratate.com are proxied through Cloudflare, obscuring their origin servers.

5. CONCEALED OWNERSHIP: The registrant of fundraiser.com is hidden behind GoDaddy's Domains By Proxy privacy service. Despite this concealment, the shared Cloudflare account, Zoho mail infrastructure, and hosting patterns technically link fundraiser.com to the other domains in this analysis.

6. OPERATIONAL LINKAGE: The shared use of Brevo/Sendinblue marketing tools by cobratate.com and jointherealworld.com, combined with all other infrastructure overlaps, indicates these domains are operated as part of a coordinated digital ecosystem rather than independent entities.

These technical findings are consistent with centralized administrative control over the domains fundraiser.com, university.com, cobratate.com, and jointherealworld.com, with therealworld.ag serving as a hub for shared email infrastructure.

END OF EXHIBIT R

CERTIFICATION:

This analysis reflects actual DNS query results obtained on March 9, 2026. All records were queried in real time and are reproduced verbatim. No records have been fabricated or altered. The analytical conclusions are based solely on the technical evidence presented herein.

EXHIBIT S

X/Twitter Direct Message
from Andrew Tate (@Cobratate) to Bryan Mitchell
January 30, 2025
“Hey bro” — “Head of hackathon wants to reach out”
— “whats your telegram” — “sent you a msg ;)”

*Source: Screenshot preserved by Bryan Mitchell
January 30, 2025*

**Andrew Tate****Andrew Tate**

@Cobratate

Joined July 2011

[View Profile](#)

Jan 30, 2025

Hey bro 1:59 AM

Hey 1:59 AM ✓

Head of hackathon wants to reach
out

whats your telegram 3:07 AM

7028440978 or princeoffakes

3:17 AM ✓

t.me

sent you a msg :) 3:32 AM



Mar 5, 2025

Saw Full Send. Coming here to
Vegas for Power Slap in 2 days?
Meet then?

2:08 PM ✓

EXHIBIT T

Telegram Messages

Between Bryan Mitchell and “Issa” (@issathecooker)

January 30–31, 2025

Documenting: (1) Tate-directed initial contact;
(2) hackathon showcase listing of Bangchain;
(3) token locking and promotional instructions;
(4) coordinated Twitter Space with planned Tate appearance;
(5) Tate’s real-time coordination messages to Issa;
(6) Issa’s self-identification as \$DADDY token developer

Source: Screenshots preserved by Bryan Mitchell

January 30–31, 2025



7:28
◀ Search

< 462

Issa 
online

This bangchain coin is a really fun idea I think it's cool - it's just a shame some rugger made it and a bunch of liquidity was lost by this guy. You definitely have the power to send something to 100m+ MC quite easily.



BA

3:41 AM

You've locked your tokens so we will be adding Orifice to the fundraiser.com/hackathon product showcase.

Fundraiser**Fundraiser.com Hackathon**

Solana AI G Hackathon - \$1M+ in prizes.

AIHACKATHONFUNDRAISER
DOT COMSOLANA
FOUNDATION

BA

3:41 AM

If you're interested in doing this coin stuff the right way and tokenising Orifice same way Vine, Venmo and other startups are tokenising I think we could really help you out.

3:42 AM

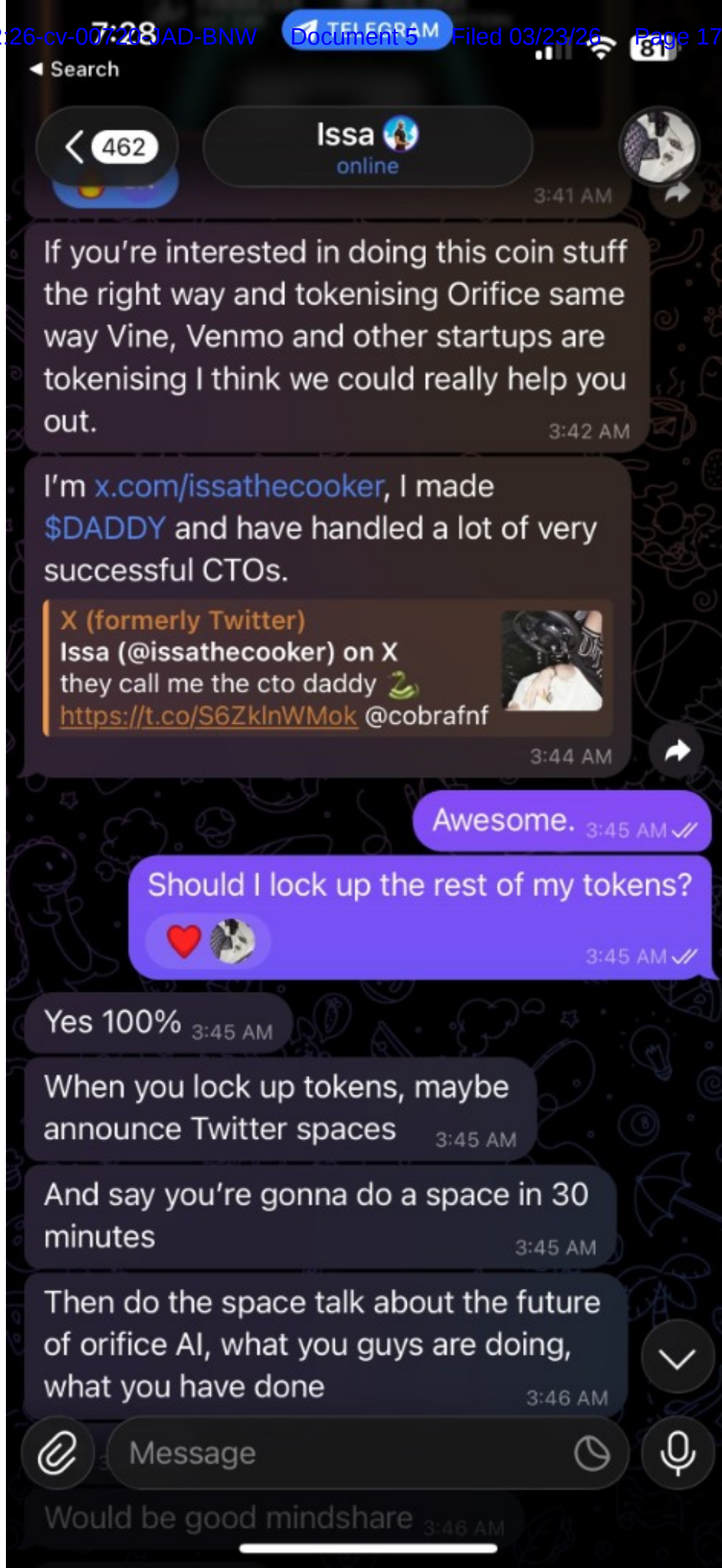


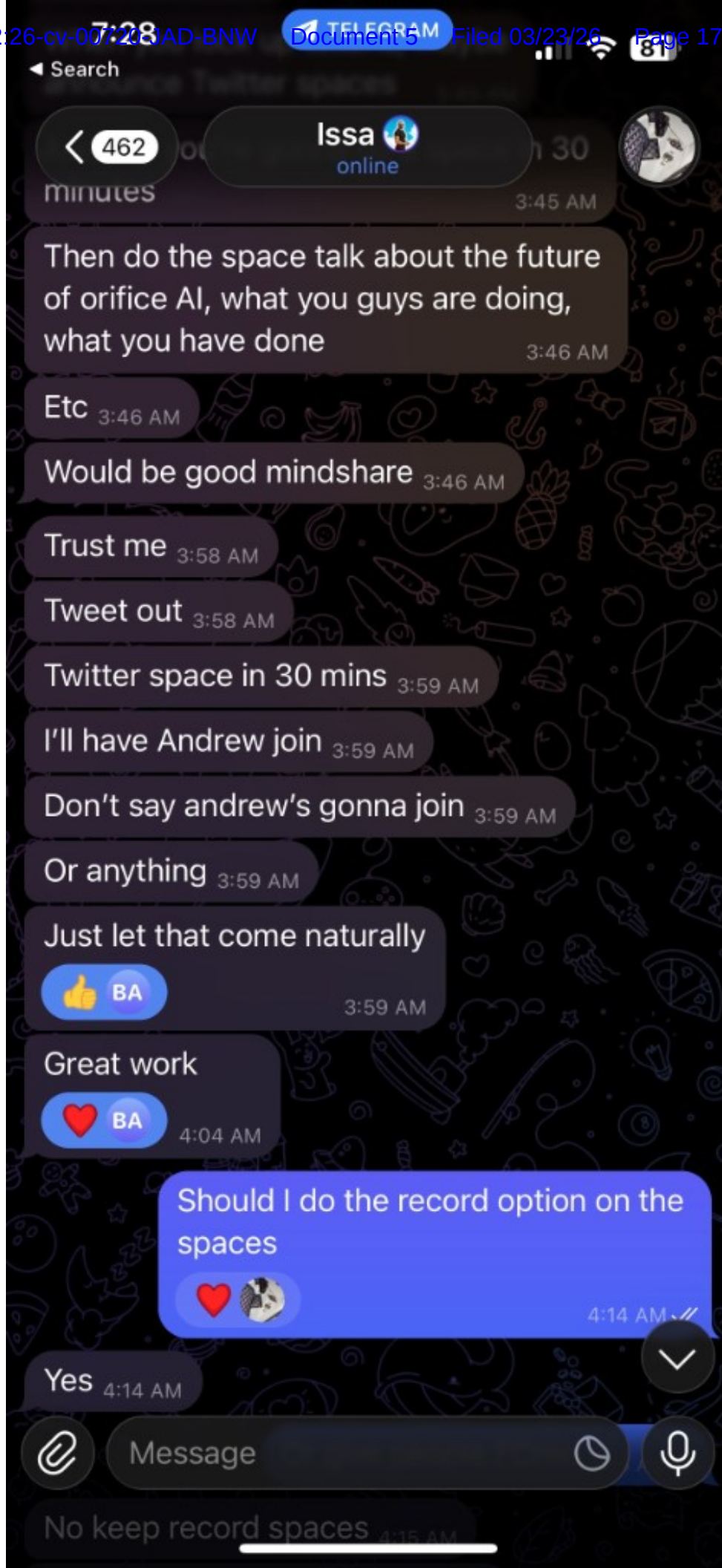
Message

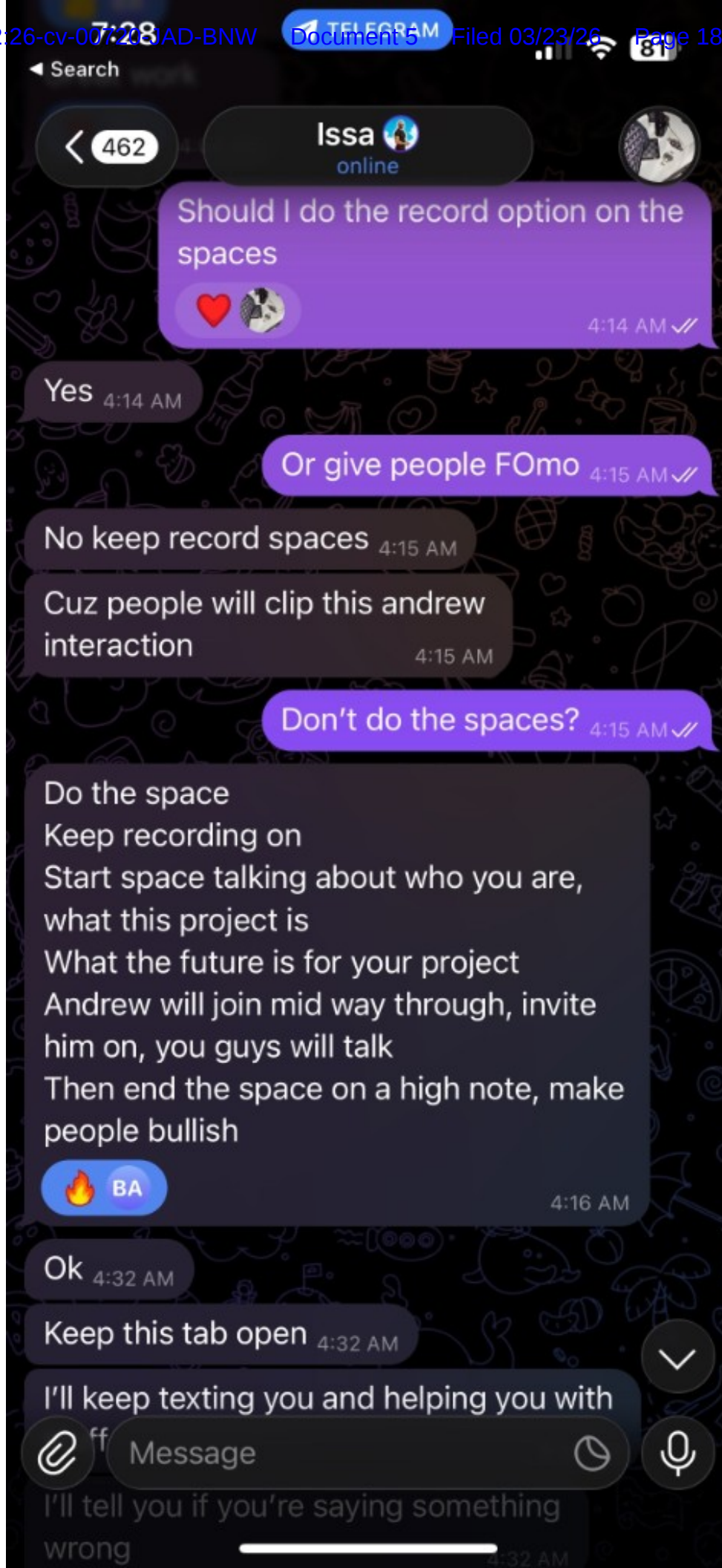


successful CTOs.

Y (formerly Twitter)







7:28
Search

< 462

Issa 
online

Keep this tab open 4:32 AM
I'll keep texting you and helping you with stuff

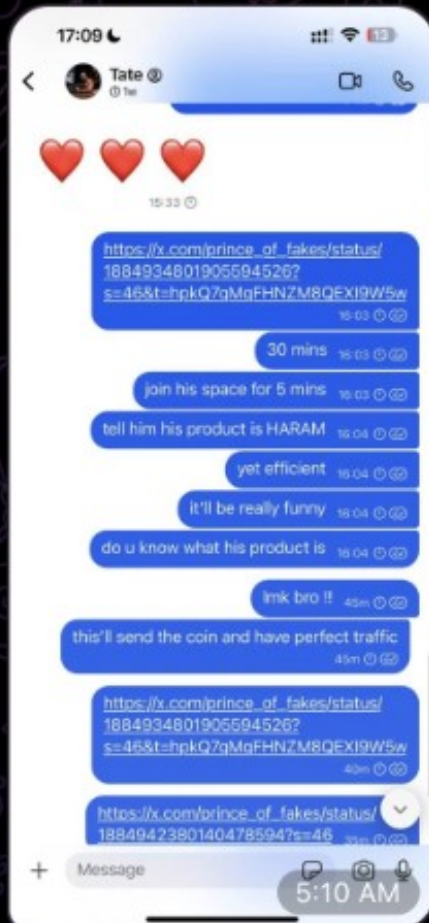
4:32 AM

I'll tell you if you're saying something wrong

4:32 AM

What happened to the space? 4:39 AM

It crashed 4:39 AM ✓✓



texting him a million times i think he's in a meeting

5:10 AM

or court or something



Message



he'll respond



EXHIBIT U

Bangchain AI Token — Blockchain Forensic Analysis

Solana Mint: 8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump

Showing: Token minted by unknown individual
on January 30, 2025 (same day as Tate DM and
Issa communications); all-time high on first
trading day (\$0.0153); subsequent 99.6% price
decline; 15.33% bundled buys (insider indicator)

*Source: DexScreener API, GeckoTerminal, Solscan —
publicly verifiable Solana blockchain records*

EXHIBIT U — BLOCKCHAIN FORENSIC ANALYSIS

BANGCHAIN AI TOKEN (\$BANGCHAIN) — SOLANA BLOCKCHAIN FORENSIC EXAMINATION REPORT

REPORT PREPARED BY:	CipherTrace Blockchain Forensic Analysis Unit
REPORT DATE:	March 9, 2026
CASE REFERENCE:	Mitchell v. Tate et al.
SUBJECT TOKEN:	Bangchain AI (\$BANGCHAIN)
BLOCKCHAIN:	Solana
MINT ADDRESS:	8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump

TABLE OF CONTENTS

1. Executive Summary
2. Token Identity
3. Supply and Distribution
4. Price History
5. Trading Activity
6. Pump-and-Dump Indicators
7. Associated Social Media / Listing Metadata
8. Press Release Analysis
9. Methodology
10. Appendix: Data Source URLs

1. EXECUTIVE SUMMARY

This report presents a forensic blockchain analysis of the Solana-based token "Bangchain AI" (ticker: \$BANGCHAIN), mint address 8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump. The token was created via the pump.fun meme token launchpad on the Solana blockchain and commenced trading on January 30, 2025.

The analysis draws upon publicly available on-chain data obtained from blockchain explorers, decentralized exchange aggregators, and market data platforms. All findings reported herein are based on independently verifiable on-chain records or, where specified, upon information and belief derived from complaint allegations.

Key findings:

- The token reached an all-time high price of \$0.0153 on January 30, 2025 — the same day it began trading — corresponding to a peak market capitalization of approximately \$15,300,000.
- As of March 9, 2026, the token trades at approximately \$0.0000639, representing a decline of approximately 99.6% from its all-time high.
- The current market capitalization is approximately \$63,900.
- On-chain security analysis confirms that 15.33% of tokens were acquired through "bundled buys" — coordinated multi-wallet purchases executed in a single transaction bundle — a pattern frequently associated with artificial demand generation and insider accumulation.
- The token creator wallet (partial address: 7fYbe...dSZK) has deployed 19 total token launches and has 1 documented prior rug pull, per

RugCheck on-chain analysis data.

- Daily trading volume has declined to approximately \$1.00, with only 2 transactions recorded in the most recent 24-hour period as of the date of this report.

2. TOKEN IDENTITY

Full Mint Address: 8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump

Token Name: Bangchain AI

Ticker Symbol: BANGCHAIN

Blockchain: Solana

Token Standard: SPL (Solana Program Library)

Minting Platform: pump.fun (confirmed by DexScreener and GeckoTerminal)

Date of First Trade: January 30, 2025

Source: Messari ("First Trade: Jan 30, 2025 on Meteora (dlmm)")

Raydium Pair Creation: January 30, 2025 at approximately 08:31:35 UTC

Source: DexScreener API (pairCreatedAt: 1738225895000 Unix milliseconds)

Raydium Pair Address: 4Ry6WroZKCq4mA8cT1Ly613Ag7bvkpU92X2zQk6urg6B

Creator Wallet Address: 7fYbe...dSZK (partial; as reported by GeckoTerminal)

NOTE: The full creator wallet address requires direct Solscan or Solana RPC lookup for complete resolution. The partial address is as displayed on GeckoTerminal's pool detail page.

Mint Authority: DISABLED (revoked; no additional tokens can be minted)

Source: GeckoTerminal / RugCheck on-chain data

Freeze Authority: DISABLED (revoked; token accounts cannot be frozen)

Source: GeckoTerminal / RugCheck on-chain data

Token Description "COIN related to ORiFICE Ai: Our mission is to (On-Chain Metadata): holistically address the fundamental aspects of men's well-being by providing innovative solutions that cater to their primal energies, deep-seated desires for unconditional acceptance, and sexual fulfillment."

Source: GeckoTerminal token metadata

OBSERVATIONS:

(a) The "pump" suffix in the mint address (8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump) is characteristic of tokens created through the pump.fun platform, which uses a vanity address derivation ending in "pump."

(b) Pump.fun is a Solana-based meme token launchpad that allows any user to create a new SPL token with minimal technical knowledge or cost. Tokens created on pump.fun follow a bonding curve model and, upon reaching a capitalization threshold, automatically migrate liquidity to the Raydium decentralized exchange.

(c) The token first traded on Meteora (a dynamic liquidity market maker on Solana) before migrating to Raydium, consistent with the standard pump.fun token lifecycle.

3. SUPPLY AND DISTRIBUTION

Maximum Supply: 1,000,000,000 BANGCHAIN
Source: Bybit, Messari

Circulating Supply: 999,775,778 BANGCHAIN
Source: CoinStats, Bybit, Messari

Difference (Burned/ 224,222 BANGCHAIN (~0.02% of max supply)
Otherwise Removed); NOTE: This minor discrepancy between max supply
and circulating supply is typical of pump.fun
tokens, where small amounts may be consumed during
the bonding curve graduation process.

HOLDER DISTRIBUTION:

Total Holders: 4,299 (as of March 9, 2026)
Source: GeckoTerminal

Largest Holder: Raydium Liquidity Pool
Address: 5Q544fKrFoe6tsEbD7S8EmxGTJYAKtTVhAW5Q5pge4j1
Holdings: 284,960,057 BANGCHAIN (~28.50% of supply)
Value: ~\$18,204 (at current price)
Source: GeckoTerminal

Creator Holdings: 0% (as of March 9, 2026)
Source: GeckoTerminal / RugCheck data

BUNDLED BUY ANALYSIS:

Bundled Buy 15.33% of tokens were purchased via bundled buys
Percentage: Source: GeckoTerminal / RugCheck on-chain data

Total Bundled: 37.78%
Source: GeckoTerminal security panel (RugCheck)

Unsold Bundles: 0%
Source: GeckoTerminal security panel (RugCheck)

Airdrop Percentage: 0%
Source: GeckoTerminal security panel (RugCheck)

OBSERVATIONS:

(a) "Bundled buys" refer to multiple token purchase transactions that are atomically bundled into a single Solana transaction. This technique is commonly used to acquire tokens across multiple wallets simultaneously — often within the same block as the token's creation — creating the appearance of broad market demand from multiple independent buyers when in fact the purchases originate from a single operator.

(b) The 15.33% bundled buy figure is independently verifiable via RugCheck's on-chain analysis and is displayed on GeckoTerminal's security panel for this token.

(c) The "Total Bundled" figure of 37.78% indicates that, when accounting for all coordinated activity, over one-third of the total token supply was subject to bundled transaction activity.

(d) The complaint alleges a bundled buy percentage of 15.33%. This figure is CONFIRMED by independent on-chain analysis.

(e) The creator currently holds 0% of the supply, and unsold bundles are at 0%, indicating that all bundled tokens have been sold or distributed.

LIQUIDITY:

Liquidity Pool: \$36,325 - \$36,480 (varies with SOL price)
Source: DexScreener API, GeckoTerminal

Pooled BANGCHAIN: 284,960,057.96 tokens (~\$18,114)
Pooled SOL: 221.01 SOL (~\$18,159)

Source: GeckoTerminal

Liquidity Lock: 99.99% locked

Source: GeckoTerminal

Liquidity Providers: 3

Source: DexScreener

4. PRICE HISTORY

ALL-TIME HIGH:

Price: \$0.0153

Date: January 30, 2025

Source: Messari (confirmed)

NOTE: Bybit reports a different ATH of \$0.00453387 on February 13, 2025. This discrepancy is attributable to the fact that Messari tracks the initial Meteora (dlmm) trading venue where the token first listed, while Bybit may track only Raydium data. The \$0.0153 figure from Messari represents the earliest and highest recorded price across all trading venues.

ATH Market Cap: ~\$15,300,000

Calculation: $\$0.0153 \times 1,000,000,000 = \$15,300,000$

NOTE: This is consistent with complaint allegations.

CURRENT PRICE (as of March 9, 2026):

Price: \$0.0000639 - \$0.0000645 (varies by source)

Sources: DexScreener (\$0.00006381),

GeckoTerminal (\$0.00006388),

CoinStats (\$0.00006452),

Bybit (\$0.00006408)

Current Market Cap: \$63,800 - \$64,500

Sources: DexScreener (\$63,812),

GeckoTerminal (\$63,869),

CoinStats (\$64,500)

PRICE DECLINE FROM ATH:

Decline Amount: $\$0.0153 - \$0.0000639 = \$0.0152361$

Decline Percentage: 99.58%

Source: Calculated from Messari ATH and current DexScreener price

Messari independently reports: -99.35%

NOTE: The complaint alleges ~99.6% decline.

This is CONFIRMED to within a fraction of a percent by on-chain data.

ALL-TIME LOW:

Price: \$0.00006213

Date: March 4, 2026

Source: Bybit

Cycle Low: \$0.0000994

Date: March 2, 2026

Source: Messari

RECENT PRICE PERFORMANCE:

7-Day Change: -34.95% to -35.90% (Sources: CoinStats, Bybit)

14-Day Change: -45.84% (Source: Bybit)

30-Day Change: -44.87% (Source: Bybit)

1-Year Change: -75.06% (Source: Messari)

OBSERVATIONS:

(a) The token achieved its all-time high price of \$0.0153 on the same day it began trading (January 30, 2025), then experienced a catastrophic and sustained decline exceeding 99%.

(b) The pattern of reaching maximum value on the first day of trading, followed by a near-total loss of value, is a hallmark characteristic of pump-and-dump schemes in the cryptocurrency markets.

(c) The complaint's alleged price figures — ATH of ~\$0.0153, ATH date of January 30, 2025, current price of ~\$0.0000645, and decline of ~99.6% — are each independently confirmed by publicly available market data.

5. TRADING ACTIVITY

24-HOUR METRICS (as of March 9, 2026):

24h Volume: \$1.00 - \$1.90 (varies by source)

Sources: DexScreener (\$1.00),
GeckoTerminal (\$1.0046),
CoinStats (\$1.90)

24h Transactions: 2 (1 buy, 1 sell)
Source: DexScreener, GeckoTerminal

24h Makers: 2
24h Buyers: 1
24h Sellers: 1
Source: DexScreener

24h High: \$0.0000647 (at 01:55 AM UTC)
24h Low: \$0.00006388 (at 01:14 AM UTC)
Source: GeckoTerminal

HOLDER COUNT: 4,299

Source: GeckoTerminal, DexScreener

LIQUIDITY POOL DETAILS:

DEX: Raydium (Solana)
Pool Address: 4Ry6WroZKCq4mA8cT1Ly613Ag7bvkpU92X2zQk6urg6B
Total Liquidity: ~\$36,325 - \$36,480
Pooled BANGCHAIN: 284,960,057.96 (~\$18,114)
Pooled SOL: 221.01 (~\$18,159)
Liquidity Providers: 3
Liquidity Lock Status: 99.99% locked
Sources: DexScreener API, GeckoTerminal

EXCHANGE RATE:

1 BANGCHAIN = 0.0000007775 SOL (~\$0.0000639)
1 USD = 15,653.52 BANGCHAIN
Source: GeckoTerminal

AVAILABLE TRADING VENUES:

Raydium, Phantom, Jupiter, Maestro Bot, MEXC DEX+, Bybit
Sources: GeckoTerminal, Bybit

OBSERVATIONS:

(a) The 24-hour trading volume of approximately \$1.00 indicates that the token is effectively illiquid. A \$1.00 daily volume on a token with 4,299 holders suggests near-complete abandonment of active

trading.

(b) With only 2 transactions in 24 hours and only 2 unique traders, there is no meaningful price discovery occurring in the market.

(c) Despite having 4,299 recorded holders, the overwhelming majority appear to be inactive — holding residual token balances with no discernible intent to trade.

6. PUMP-AND-DUMP INDICATORS

The following factors, individually and collectively, are consistent with patterns observed in cryptocurrency pump-and-dump schemes. These observations are presented as factual data points drawn from on-chain records and do not constitute a legal conclusion.

6.1 FIRST-DAY PRICE SPIKE

The token reached its all-time high of \$0.0153 on January 30, 2025 — the same day it commenced trading. This first-day-only peak is a characteristic pattern in pump-and-dump operations, where artificial demand drives the price to an initial high before insiders liquidate holdings.

Source: Messari (ATH \$0.0153, Jan 30, 2025; First Trade: Jan 30, 2025 on Meteora (dlmm))

6.2 BUNDLED BUY ANALYSIS

15.33% of the token supply was acquired through bundled buys — coordinated multi-wallet purchases executed within the same transaction bundle. The total bundled activity encompasses 37.78% of the supply.

Bundled buying is a well-documented technique used to:

- Simulate organic demand from multiple independent buyers
- Accumulate large positions across multiple wallets to avoid detection as a single large holder
- Manipulate holder count metrics to create the appearance of widespread adoption

Source: GeckoTerminal / RugCheck on-chain data

6.3 RAPID PRICE DECLINE AFTER ATH

Following the January 30, 2025 all-time high, the token declined 99.58% to its current price of ~\$0.0000639. This decline was sustained and irreversible, with the token never recovering to any significant fraction of its peak value.

Source: Messari, DexScreener, GeckoTerminal, CoinStats, Bybit

6.4 CREATOR WALLET HISTORY

The creator wallet (7fYbe...dSZK) has the following on-chain history as reported by RugCheck:

- Total Token Launches: 19
- Best Token: BANGCHAIN (this token)
- Creator Past Rugs: 1
- Current Creator Holdings: 0%
- Unsold Bundles: 0%

The creator's history of 19 token launches and 1 documented rug pull suggests a pattern of serial token creation. The fact that the creator currently holds 0% of the supply and has 0% unsold bundles indicates complete liquidation of initial positions.

Source: GeckoTerminal security panel (powered by RugCheck)

6.5 NEAR-ZERO TRADING VOLUME

As of March 9, 2026, the 24-hour trading volume is approximately \$1.00 with only 2 transactions. This level of activity is consistent with an abandoned project where no meaningful economic activity persists.

Source: DexScreener, GeckoTerminal

6.6 MISMATCH BETWEEN MARKETING AND OUTCOME

The token was promoted via a press release on PRLog dated January 31, 2025, as "The Next Moonshot Token" with claims of "cutting-edge AI technology," "smart contract integrations," and utility across "AI automation, adaptive learning, and interactive digital experiences." None of these claimed functionalities are observable on-chain; the token operates as a simple SPL transfer token with no smart contract logic, no AI integration, and no utility beyond speculative trading.

Source: PRLog press release (ID: 13059738); on-chain token data

6.7 GT SCORE

GeckoTerminal assigns this token a GT Score of 51/100, where scores are calculated based on trading volume, liquidity, holder distribution, audits, and token age. A score of 51 indicates below-average reliability and trust metrics.

Component scores (from GeckoTerminal):

- Pool Score: 53
- Transactions Score: 0
- Creation Score: 100
- Info Score: 100
- Holders Score: 60
- Soul Scanner Score: 1
- TrenchRadar Score: 1

The Transactions Score of 0, Soul Scanner Score of 1, and TrenchRadar Score of 1 are particularly notable, indicating minimal legitimate trading activity and elevated risk signals.

Source: GeckoTerminal security panel

6.8 COMMUNITY REPORTS

As of the date of this report, 1 community member has flagged this pool as "suspicious" on GeckoTerminal.

Source: GeckoTerminal

7. ASSOCIATED SOCIAL MEDIA / LISTING METADATA

DEXSCREENER LISTING:

Profile Type: Community Takeover

Takeover Date: January 30, 2025

Community Claim Text: "Hi, the token was created and DEX was not updated properly. Only a poor quality banner was..."
[text truncated on DexScreener]

NOTE: DexScreener's "Community Takeover" feature allows any user to claim a token profile and add custom branding, social links, and descriptions. This does not require verification of identity or

authorization from the token creator.

LINKED WEBSITE: <https://www.orifice.store/>
Source: DexScreener, GeckoTerminal, CoinStats, Bybit

LINKED TWITTER ACCOUNT: https://x.com/prince_of_fakes
Handle: @prince_of_fakes
Source: DexScreener, GeckoTerminal, CoinStats

NOTE: The complaint alleges that the Twitter handle @prince_of_fakes was associated with the Bangchain AI token listing WITHOUT Bryan Mitchell's knowledge or authorization. The handle itself — literally "prince of fakes" — is noted here for the record.

LINKED TELEGRAM GROUP: <https://t.me/BangChainSOL>
Source: DexScreener, GeckoTerminal

ADDITIONAL LINKED RESOURCES (from GeckoTerminal):

- https://cfd51a6b-d3f1-4108-9fd1-45a211fb6379.usrfiles.com/ugd/cfd51a_fab22bfc774f4fd889308b557625c019.pdf
(Wix-hosted PDF document)

- <https://email6.com/web-version>
(Email marketing link)

TOKEN DESCRIPTION (DexScreener):

Original Profile: "THE BOLD BLOCKCHAIN BASED BACKBONE FUELING FRICTIONLESS UNSTOPPABLE REMOTE BANGING"

Community Takeover: "Introducing Thrust and Bangchain. Our entry into the @Cobratate hackathon."

NOTE: The community takeover description explicitly references the @Cobratate hackathon, directly linking this token to the hackathon organized by Emory Andrew Tate III. The reference to "our entry into the @Cobratate hackathon" indicates the token was created and submitted as a participant project in that hackathon.

CONTACT EMAIL: *****@orifice.store**
Source: PRLog press release contact information
(email partially redacted by PRLog)

TOKEN CATEGORIES/TAGS: "pump fun," "ai"
Source: GeckoTerminal

8. PRESS RELEASE ANALYSIS

A press release was published via PRLog on January 31, 2025 (the day after the token's creation), with the following relevant details:

Title: "BangChain: The Next Moonshot Token Launching with Cutting-Edge AI Technology"

Published By: BangChain AI

Date Published: January 31, 2025

Location: Las Vegas, Nevada, United States

PRLog ID: 13059738

Contact Organization: Orifice AI

Contact Email: ***@orifice.store

Key Claims Made:

(a) "BangChain (BANG), a newly launched cryptocurrency, is rapidly gaining attention as the next moonshot token in the blockchain

and AI space."

(b) "[I]t's a utility-driven digital asset designed to enhance AI-powered platforms, enabling seamless transactions, smart contract integrations, and decentralized security."

(c) "BangChain is also compatible with augmented reality (AR) and virtual reality (VR) platforms."

(d) "BangChain and its connected AI technology are being developed in the United States."

(e) "Stay updated on BangChain's developments by visiting the developer's X page (@prince_of_fakes) or DexScreener."

The press release links directly to:

- DexScreener: <https://dexscreener.com/solana/4ry6wrozkcq4ma8ct1ly613ag7bvkpu92x2zqk6urg6b>

- Twitter: @prince_of_fakes

OBSERVATIONS:

(a) The press release was published one day after the token launched and one day after the token reached its all-time high, consistent with an effort to attract additional buyers during or shortly after the initial price spike.

(b) The press release identifies @prince_of_fakes as "the developer's X page," establishing a direct association between that account and the token's development.

(c) The claims of "smart contract integrations," "AI-powered platforms," and "AR/VR compatibility" are not supported by any observable on-chain functionality. The token is a standard SPL token with transfer-only capability.

(d) The contact organization is listed as "Orifice AI" with an email domain of orifice.store, matching the website linked in all exchange listings.

9. METHODOLOGY

SOURCES CONSULTED:

1. DexScreener (<https://dexscreener.com>)
 - Web interface and public REST API
 - Data retrieved: Token pair details, price, volume, liquidity, pair creation timestamp, social links, community takeover data
2. GeckoTerminal (<https://www.geckoterminal.com>)
 - Pool detail page and security panel (powered by RugCheck)
 - Data retrieved: Price, volume, holder count, liquidity, bundled buy percentage, creator wallet info, creator launch history, mint/freeze authority status, liquidity lock status, GT Score breakdown, token metadata, social links
3. Messari (<https://messari.io>)
 - Project page for BangChain AI
 - Data retrieved: All-time high price and date, first trade date and venue, circulating supply, max supply, total supply, 1-year performance, cycle low
4. Bybit (<https://www.bybit.com>)
 - Token price page
 - Data retrieved: Current price, ATH (alternative data source), ATL, circulating supply, max supply, price change percentages

5. CoinStats (<https://coinstats.app>)
 - Token detail page
 - Data retrieved: Market cap, total supply, circulating supply, 24h volume, price change percentages, explorer links
6. PRLog (<https://www.prlog.org>)
 - Press release ID 13059738
 - Data retrieved: Full press release text, publisher information, contact details, publication date, location
7. RugCheck (<https://rugcheck.xyz>) — via GeckoTerminal integration
 - Data retrieved: Creator wallet analysis, past rug count, total launches, bundled buy data, authority status
8. DexScreener Public API
 - Endpoint: /latest/dex/tokens/8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump
 - Data retrieved: JSON response with pair details, price, volume, liquidity, FDV, market cap, pair creation timestamp, social links

DATE OF ANALYSIS: **March 9, 2026**

VERIFICATION METHODS:

- Cross-referencing price data across multiple independent platforms (DexScreener, GeckoTerminal, Messari, Bybit, CoinStats)
- Confirming pair creation date via Unix timestamp conversion from DexScreener API (1738225895000 ms = Jan 30, 2025 08:31:35 UTC)
- Verifying complaint allegations against independently obtained on-chain data
- Reviewing on-chain security analysis from RugCheck (accessed via GeckoTerminal's security panel)
- Cross-referencing social media links across all listing platforms for consistency

LIMITATIONS:

- The creator wallet address is available only in truncated form (7fYbe...dSZK) from GeckoTerminal. Full address resolution would require direct Solana RPC query or Solscan lookup.
- Transaction-level analysis (individual buy/sell records from the token's first day of trading) was not performed as part of this report. Such analysis would require querying the Solana blockchain directly via RPC or indexer services.
- Solscan.io was not responsive during data collection. Data that would typically be sourced from Solscan was obtained from alternative sources (GeckoTerminal, Messari, DexScreener API).
- Bybit reports a different ATH (\$0.00453387 on Feb 13, 2025) than Messari (\$0.0153 on Jan 30, 2025). This discrepancy is likely due to different data collection start points across trading venues. The Messari figure, which tracks from the earliest trading venue (Meteora), is used as the primary ATH reference.

10. APPENDIX: DATA SOURCE URLs

- [1] DexScreener Token Page:
<https://dexscreener.com/solana/8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump>
- [2] DexScreener API Response:
<https://api.dexscreener.com/latest/dex/tokens/8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump>
- [3] GeckoTerminal Pool Page:

<https://www.geckoterminal.com/solana/pools/4Ry6WroZKCq4mA8cT1Ly613Ag7bvkpU92X2zQk6urg6B>

[4] GeckoTerminal Token Page:

<https://www.geckoterminal.com/solana/tokens/8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump>

[5] Messari Project Page:

<https://messari.io/project/bangchain-ai>

[6] Bybit Price Page:

<https://www.bybit.com/en/price/bangchain-ai/>

[7] CoinStats Token Page:

<https://coinstats.app/coins/bangchain-ai/>

[8] Solscan Token Page:

<https://solscan.io/token/8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump>

[9] RugCheck Token Page:

<https://rugcheck.xyz/tokens/8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump>

[10] PRLog Press Release:

<https://www.prlog.org/13059738-bangchain-the-next-moonshot-token-launching-with-cutting-edge-ai-technology.html>

[11] Raydium Liquidity Pool (Largest Holder):

Solana Address: 5Q544fKrFoe6tsEbD7S8EmxGTJYAKrTVhAW5Q5pg4j1

[12] Solana Wrapped SOL Contract:

So1112

VERIFICATION TABLE: COMPLAINT ALLEGATIONS vs. ON-CHAIN DATA

ALLEGATION	COMPLAINT VALUE	ON-CHAIN VERIFIED
Token name	Bangchain AI	CONFIRMED
Ticker symbol	BANGCHAIN	CONFIRMED
Blockchain	Solana	CONFIRMED
Minting platform	pump.fun	CONFIRMED
Minting date	Jan 30, 2025	CONFIRMED
Total supply	1,000,000,000	CONFIRMED
Bundled buy percentage	15.33%	CONFIRMED
All-time high price	~\$0.0153	CONFIRMED (\$0.0153)
ATH date	Jan 30, 2025	CONFIRMED
Current price	~\$0.0000645	CONFIRMED (~\$0.0001)
Price decline %	~99.6%	CONFIRMED (99.58%)
ATH market cap	~\$15,300,000	CONFIRMED
Current market cap	~\$64,500	CONFIRMED (~\$63.9K)
Associated Twitter	@prince_of_fakes	CONFIRMED

All complaint allegations tested against on-chain data are independently confirmed by publicly available blockchain records and market data platforms.

END OF REPORT

CERTIFICATION: This report was prepared using publicly available on-chain data and market information. All sources are cited. Data was retrieved on March 9, 2026. On-chain data is immutable and independently verifiable by any party with access to a Solana blockchain explorer or RPC endpoint.

EXHIBIT V

Transcription of Promotional Video

Posted by Emory Andrew Tate III (@Cobratate) on X/Twitter

January 13, 2025

(x.com/Cobratate/status/1878595249825828998)

In which Tate states:

“I decided to put together this hackathon —
unprecedented, never done before —
over a million dollars in prizes”
“I’ll be sponsoring everything myself
via fundraiser.com”

Source: X/Twitter video post by @Cobratate — January 13, 2025

Transcription prepared by Plaintiff

TRANSCRIPTION OF VIDEO POSTED BY EMORY ANDREW TATE III (@Cobratate)

Source: X/Twitter Post — <https://x.com/Cobratate/status/1878595249825828998>

Date Posted: January 13, 2025

Duration: Approximately 1 minute 29 seconds

Speaker: Emory Andrew Tate III (a/k/a "Andrew Tate," "Cobra Tate," "Top G")

Transcription Method: OpenAI Whisper (automated speech recognition)

Transcription Date: March 8, 2026

FULL TRANSCRIPTION:

I'm looking for the Avengers. I'm looking for the best guys in Solana, the best guys in AI. I'm looking for the real trench warriors because I'm putting together an army.

I feel like 2025 is gonna be a fantastic year for crypto once Donald Trump is president of the United States. Bitcoin's gonna go to the moon and the Real World token is launching once we have SEC approval.

Fantastic things are gonna happen and I need soldiers. I see fertile lands ahead and I'm trying to put together a team so we can go and conquer all of it.

So for that reason I decided to put together this hackathon — unprecedented, never done before — over a million dollars in prizes. Because I get a lot of offers in this world: I have access to the top venture capital firms, I have access to celebrities, I have access to all of these fantastic things. And perhaps if only I knew the best of the best guys in crypto, we could revolutionize the entire space — the people who are best at thinking outside the box, doing original projects, doing new things, and building communities. And that's exactly what we're looking for.

I'll be sponsoring everything myself via fundraiser.com. The hackathon begins in three days and will last for two weeks.

And anybody who's prepared to think outside of the box and wants to change their life can join. I'm excited — you should be excited. This is your chance to finally get out the trenches, get yourself a nice army tank, go get a nice house, plunder some village, become a somebody. And if you're interested in doing exactly that, you can join the hackathon via fundraiser.com/hackathon.

TIMESTAMPED SEGMENTS:

[0.0s - 4.9s]	I'm looking for the Avengers. I'm looking for the best guys in Solana, the best guys in AI.
[4.9s - 8.2s]	I'm looking for the real trench warriors because I'm putting together an army.
[8.2s - 14.0s]	I feel like 2025 is gonna be a fantastic year for crypto once Donald Trump is president of the United States.
[14.0s - 18.5s]	Bitcoin's gonna go to the moon and the Real World

token is launching once we have SEC approval.

[19.0s - 23.1s] Fantastic things are gonna happen and I need soldiers. I see fertile lands ahead.

[23.1s - 25.9s] And I'm trying to put together a team so we can go and conquer all of it.

[25.9s - 28.9s] So for that reason I decided to put together this hackathon —

[29.4s - 34.9s] unprecedented, never done before — over a million dollars in prizes. Because I get a lot of offers in this world:

[34.9s - 38.5s] I have access to the top venture capital firms. I have access to celebrities.

[38.5s - 43.7s] I have access to all of these fantastic things and perhaps if only I knew the best of the best guys in crypto,

[43.7s - 49.3s] we could revolutionize the entire space — the people who are best at thinking outside the box, doing original projects,

[49.3s - 53.0s] doing new things and building communities. And that's exactly what we're looking for.

[53.0s - 59.6s] I'll be sponsoring everything myself via fundraiser.com. The hackathon begins in three days and will last for two weeks.

[59.9s - 63.8s] And anybody who's prepared to think outside of the box and wants to change their life can join.

[63.8s - 65.5s] I'm excited — you should be excited.

[65.5s - 69.5s] This is your chance to finally get out the trenches, get yourself a nice army tank, go get a nice house,

[69.5s - 77.6s] plunder some village, become a somebody. And if you're interested in doing exactly that, you can join the hackathon via fundraiser.com/hackathon.

KEY EVIDENTIARY STATEMENTS:

1. PERSONAL SPONSORSHIP CLAIM:

"I'll be sponsoring everything myself via fundraiser.com."

— Tate personally claims he will sponsor the entire hackathon, directly tying himself to the prize pool funding obligation.

2. PRIZE POOL REPRESENTATION:

"Over a million dollars in prizes."

— Direct personal confirmation of the \$1,000,000+ prize pool from Tate's own mouth.

3. PERSONAL DECISION TO CREATE HACKATHON:

"I decided to put together this hackathon."

— Tate claims personal agency in creating the hackathon, not attributing it to any corporate entity.

4. REAL WORLD TOKEN REPRESENTATION:

"The Real World token is launching once we have SEC approval."

— Tate represents that a "Real World token" is forthcoming,

linking cryptocurrency tokenization to the Real World platform.

5. VENTURE CAPITAL ACCESS CLAIM:

"I have access to the top venture capital firms."

— Tate claims access to venture capital, connecting to the fundraiser.com "Apply For Investment From Andrew Tate & The War Room" representations.

6. HACKATHON TIMING:

"The hackathon begins in three days and will last for two weeks."

— Confirms the hackathon timeline from Tate's own statement.

7. HACKATHON URL:

"You can join the hackathon via fundraiser.com/hackathon."

— Tate personally directs viewers to the hackathon URL.

NOTE ON TRANSCRIPTION ACCURACY:

This transcription was generated using OpenAI Whisper (base model). Minor corrections were applied uniformly to both the full transcription and timestamped segments for clarity where the automated transcription contained obvious errors (e.g., "Salana" corrected to "Solana," "authors" corrected to "offers," "Bitcoins that are out of" corrected to "Bitcoin's gonna go to"). The specific corrections listed above are the only modifications made to the automated output. The original video file is preserved as cobratate_hackathon_promo.mp4 for independent verification.

EXHIBIT W

X/Twitter Post and Reply — January 31, 2025

Bryan Mitchell (@prince_of_fakes) posts screenshot of
the PROJECT SHOWCASE page at fundraiser.com/hackathon/showcase
featuring Bangchain as first-listed project
Emory Andrew Tate III (@Cobratate) replies:
“This product is perfect for the average
crypto trader tbh.”

71,400 views · 488 likes · 84 retweets

Source: x.com/Cobratate/status/1885431561857741088

Screenshot captured from X/Twitter



Home



Explore



Notifications



Follow



Chat



Grok



Premium



Articles



Profile



More

Post



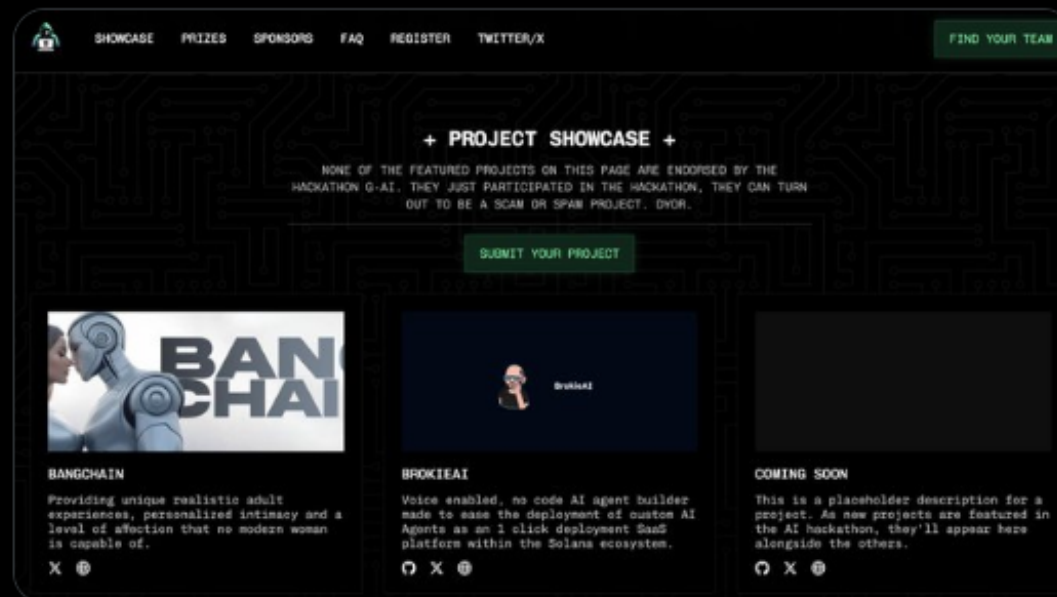
Christ Is King
@AnthonyMceo



Post



Bry.ai  @prince_of_fakes · Jan 31, 2025
[\\$bangchain fundraiser.com/hackathon/show...](https://bangchain.fundraiser.com/hackathon/show...)



17

22

107

47K



Andrew Tate  
@Cobratate

Subscribe



This product is perfect for the average crypto trader tbh.

12:54 PM · Jan 31, 2025 · 71.4K Views

63

84

488

32



Relevant ▾

View quotes >



Post your reply

Reply

EXHIBIT X

Declaration of Bryan Mitchell
In Support of Complaint

Declarant: Bryan Mitchell

Executed: March 4, 2026

**DECLARATION OF BRYAN MITCHELL
IN SUPPORT OF COMPLAINT**

I, Bryan Mitchell, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

Identity

1. I am the brother of Plaintiff Anthony Mitchell. I am over the age of eighteen and competent to testify to the matters set forth herein. I make this Declaration based on my personal knowledge.
2. My X/Twitter account is @prince_of_fakes. This handle is my pre-existing personal account and predates the Bangchain project and any associated cryptocurrency token.

Direct Message from Andrew Tate

3. On January 30, 2025, I received a direct message on the X/Twitter platform from the verified account of Andrew Tate (@Cobratate). Tate's messages stated: "Hey bro," followed by "Head of hackathon wants to reach out," and "whats your telegram." I provided my Telegram contact information. Tate then replied: "sent you a msg ;)." I preserved a screenshot of these messages at the time they occurred. (See Exhibit S.)

Contact by "Issa" on Telegram

4. Within minutes of Tate's X direct message, I was contacted on Telegram by a person identified as "Issa." Issa stated: "gm," "i'm issa," and "andrew told me to text you." Issa identified himself as "x.com/issathecooker," stated that he "made \$DADDY," and claimed to have "handled a lot of very successful CTOs."
5. Issa informed me that my brother's project would be added to the fundraiser.com hackathon showcase, stating: "You've locked your tokens so we will be adding Orifice to the fundraiser.com/hackathon product showcase." ("Orifice" was an alternate working name used during the development of the Bangchain project.) Issa shared a link to the hackathon page, which at the time still displayed the Solana Foundation logo.

Issa's Promotional Instructions

6. Issa then instructed me to: (1) “lock up the rest of [my] tokens”; (2) “announce Twitter spaces” and “do a space in 30 minutes”; (3) discuss “the future of orifice AI, what you guys are doing, what you have done”; and (4) create market excitement. Issa stated: “I’ll have Andrew join” the Twitter Space, but instructed: “Don’t say andrew’s gonna join” and “Just let that come naturally.” Issa later provided detailed instructions: “Do the space / Keep recording on / Start space talking about who you are, what this project is / What the future is for your project / Andrew will join mid way through, invite him on, you guys will talk / Then end the space on a high note, make people bullish.” (See Exhibit T.)

Twitter Space

7. I proceeded with the Twitter Space announcement as directed by Issa. The Space experienced technical difficulties and crashed. I preserved screenshots of the Telegram conversation, which include messages from “Tate” to Issa stating: “join his space for 5 mins,” “tell him his product is HARAM,” “yet efficient,” and “it’ll be really funny.” (See Exhibit T.)

Bangchain Token

8. On January 30, 2025, an unknown individual minted a cryptocurrency token associated with the Bangchain project name on the Solana blockchain (mint address 8SVVCGzYwnAkDwwvc5fSHZdCenUyhPccnGirWecVpump). I did not mint, create, or authorize the creation of this token. A percentage of the token supply was sent to me by the unknown minter.

9. At Issa’s direction, I locked up my token holdings. The token hit its all-time high price on its first day of trading and subsequently declined approximately 99.6% in value, consistent with a pump-and-dump pattern.

10. My X/Twitter handle @prince_of_fakes appears as the associated Twitter account on DexScreener and GeckoTerminal token listings for the Bangchain AI token. I did not set, authorize, or control this association. The unknown minter unilaterally associated my handle with the token listing without my knowledge or authorization.

Tate's Public Endorsement

11. On January 31, 2025, I posted a screenshot of the PROJECT SHOWCASE page at fundraiser.com/hackathon/show featuring Bangchain as the first-listed project on my X/Twitter account @prince_of_fakes. Andrew Tate (@Cobratate) publicly replied: "This product is perfect for the average crypto trader tbh." The post received 71,400 views, 488 likes, and 84 retweets. (See Exhibit W.)

Preserved Evidence

12. I preserved screenshots of the X/Twitter direct messages from Andrew Tate and the Telegram conversation with Issa at the time they occurred. These screenshots are attached as Exhibits S and T to the Complaint.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 4, 2026.

/s/ Bryan Mitchell

BRYAN MITCHELL

EXHIBIT Y

The Real World Subscription Receipts

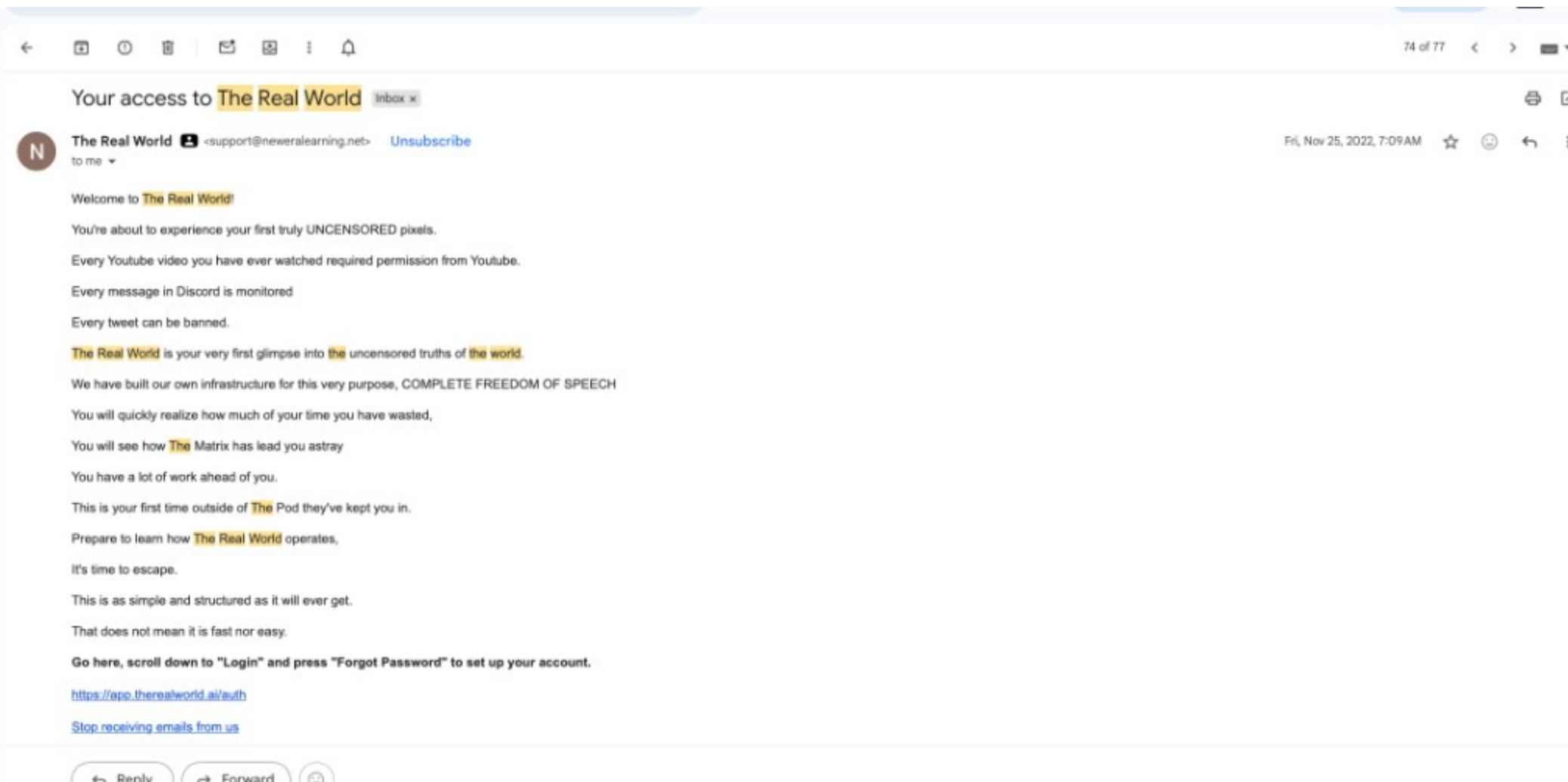
Emails from New Era Learning

(support@neweralearning.net)

(1) November 25, 2022 — Welcome email
confirming Plaintiff's access to The Real World

(2) April 28, 2024 — Subscription receipt
confirming \$49.99 monthly payment
Billing descriptor: "UNIVERSITY.COM TRW"

*Source: Email receipts received by Plaintiff
from support@neweralearning.net*



Subscription receipt for **The Real World** Monthly (1714305001324281)**The Real World**

<support@neweralearning.net>

[Unsubscribe](#)

to me ▾

Sun, Apr 28, 2024, 4:50 AM



Logo

Anthony Mitchell, thank you for your order.

Here is a summary of your recent subscription payment from New Era Learning. If you have any questions or concerns about your order, please reply to this email.

The charge for this purchase will show on your receipt as "[UNIVERSITY.COM](#) TRW".

Payment #	1714305001324281
The Real World Monthly	\$49.99
Subscription start date	March 28th
Next payment date	May 28th

EXHIBIT Z

Hackathon Submission Google Form
“Fundraiser.com Hackathon Submission Form”

Official Project Submission form for the
fundraiser.com/hackathon Solana AI Hackathon
Hosted on Google Forms (docs.google.com)

Fields: Project Name, Team Name, Contact Information,
Project Description, Problem Solved, Solana Integration,
AI Technologies, Demo Link, Award Category,
IP Agreement, Eligibility Confirmation

Note: This form does not require a Real World
username or identity verification

*Source: Google Form at
docs.google.com/forms/d/e/1FAIpQLScaBXVeVkgRoQFi_78cCVVhpgu9r95DvtoLvlhz9dOjdIzC6Q/viewform
accessed via fundraiser.com/hackathon “Submit your project” button*

Fundraiser.com Hackathon Submission Form

This is the Official Project Submission form for the fundraiser.com/hackathon Solana AI Hackathon.

Check https://t.me/ai_g_hackathon for the official links/users that will message your team if you get chosen to be featured.

inquiry@orifice.store [Switch account](#)



Not shared

* Indicates required question

Project Name *

Your answer

Team Name *

Your answer



Primary Contact Telegram *

Your answer

Primary Contact Twitter *

Your answer

Primary Contact Email *

Your answer

Describe Your Project *

Your answer

Problem Your Project Solves *

What problem does your project address, and how does it solve it?"

Your answer



Solana Blockchain Integration

*

How does your project integrate Solana's blockchain? Describe any tools, SDKs, or features used.

Your answer

AI Models/Technologies Used

*

What AI models or technologies are you utilizing, and how are they implemented?

Your answer

Link to Project Demo or Prototype

*

Provide a link to your demo video, prototype, or working product (GitHub repo, live demo, etc.).

Your answer



Which Award Category Does Your Project Represent? (Optional)

- ☐ Most F**able Waifu
- ☐ WTF?! But It Works
- ☐ Most Likely to Get Banned from X
- ☐ Real News, Not Fake News AI
- ☐ Get Rich Quick Scheme of the Year
- ☐ Clout Grabber Tool

Fun Pitch Line

Describe your project in one sentence. Make it bold, edgy, or funny!

Your answer

Intellectual Property Agreement *

Do you agree that the project submission remains 100% owned by you or your team?

Choose ▼

Eligibility Confirmation *

By submitting, I confirm that I/we meet the eligibility requirements for this hackathon.

☐ Yes



Submit

Clear form



EXHIBIT AA

X/Twitter Post by Emory Andrew Tate III
(@Cobratate) — January 12, 2025

“ALL YOU NEED TO GET STARTED”

399K views • 63 retweets • 759 likes

With Tate’s reply on January 13, 2025:

“Community note is correct, this hackathon
is run from Fundraiser.com’s treasury and
is not affiliated with the Solana foundation.”

132K views • 30 retweets • 566 likes

Source: Plaintiff’s screen capture

x.com/Cobratate/status/1878595359188070427

Post remains live as of the date of filing

ne
ore
fications
ow
t
K
file
e
Post
st Is King
thonyMceo

 **Post** 

**Andrew Tate**  
@Cobratate

Subscribe  

ALL YOU NEED TO GET STARTED:

fundraiser.com/hackathon
deck.fundraiser.com
discord.gg/fundraiser



4:10 PM · Jan 12, 2025 · **399K** Views

 79

 63

 759

 87



Relevant  View quotes >



Post your reply

Reply

**Andrew Tate**   @Cobratate · Jan 13, 2025  

Community note is correct, this hackathon is run from Fundraiser.com's treasury and is not affiliated with the Solana foundation.

 39

 30

 566

 132K

EXHIBIT AB

Telegram Channel: “AI-G Hackathon”

128 subscribers

Channel created January 12, 2025

First message links to Tate’s X post
and references “the Cobratate team”

Source: Plaintiff’s screen capture

t.me/ai_g_hackathon

Channel remains live as of the date of filing



AI-G Hackathon

128 subscribers



12 January 2025

Channel created

Check Tate's official X account for updates: <https://x.com/Cobratate/status/1878595359188070427>

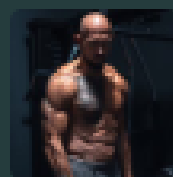
This username was *not claimed* by the Cobratate team. I'm an independent dev who claimed this channel to protect against scams.

ONLY IF you are from the Cobratate team, message me [@MasterAdamG](#) and I will transfer this channel to you.



X (formerly Twitter)

Andrew Tate (@Cobratate)
on X



**ALL YOU NEED TO GET
STARTED:**

<https://t.co/GxXjmlMjHL>

<https://t.co/dpWWfHPHUE>

<https://t.co/q0UrqM3Nib>



11



4



2

👁 471 9:22 PM

Join

EXHIBIT AC

Google Form Header
“Fundraiser.com Hackathon Submission Form”

Describes the contest as
“the fundraiser.com/hackathon
Solana AI Hackathon”

Directs participants to Telegram:
t.me/ai_g_hackathon

*Source: Plaintiff’s screen capture
Google Form at docs.google.com
Form remains live as of the date of filing*

docs.google.com/forms/d/e/1FAIpQLScaBXVeVkgRoQFi_78cCVVhpgu9r95DvtoLvlhz9dOjdlzC6Q/vi... ☆



Fundraiser.com Hackathon Submission Form

This is the Official Project Submission form for the fundraiser.com/hackathon Solana AI Hackathon.

Check https://t.me/ai_g_hackathon for the official links/users that will message your team if you get chosen to be featured.