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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ANTHONY MITCHELL,
Plaintiff,

v.

EMORY ANDREW TATE III, an individual;
TRISTAN TATE, an individual;
NEW ERA LEARNING LLC, d/b/a “The Real
World”;
THRIFTY CONSULTING LLC, a Delaware LLC;
THRIFT TECHNOLOGIES LLC, a Delaware LLC;
LEGENDARY COURSES, INC., a Delaware
corporation;
ANDREW JOSLIN, an individual;
DEFIED TRUST DIGITAL TRADING - FZCO LLC,
a UAE free zone company;
FUNDRAISER.COM OPERATOR (true identity
unknown);
COBRATATE.COM OPERATOR (self-identified as
“Talisman Enterprises,” true identity unknown);
JOINTHEREALWORLD.COM OPERATOR (true
identity unknown);
TOPG.COM OPERATOR (true identity unknown);
ISSA (a/k/a @issathecooker, true name unknown);
NEWERALEARNING.NET OPERATOR (true
identity unknown);
UNIVERSITY.COM OPERATOR (true identity
unknown);
THEWARROOM.AG OPERATOR (true identity
unknown);
and DOE DEFENDANTS 1–10 and ROE
CORPORATIONS 1–5, inclusive,
Defendants.

Case No.: 2:26-cv-00720-JAD-BNW

FIRST AMENDED COMPLAINT

- (1) Violation of 18 U.S.C. §§ 1962(c) & 1964(c) — Civil RICO
- (2) Breach of Contract (Unilateral Contest Contract)
- (3) Promissory Estoppel
- (4) Unjust Enrichment
- (5) Fraudulent Misrepresentation
- (6) Violation of the Nevada Deceptive Trade Practices Act (NRS 598.0903 et seq.)
- (7) Civil Conspiracy
- (8) Nevada Civil RICO (NRS 207.400; NRS 207.470)
- (9) Conversion
- (10) Tortious Interference with Prospective Economic Advantage

DEMAND FOR JURY TRIAL

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- Lancaster Cmty. Hosp. v. Antelope Valley Hosp. Dist.*, 940 F.2d 397 (9th Cir. 1991) [RICO] — cited at ¶49
- Las Vegas Hacienda, Inc. v. Gibson*, 77 Nev. 25, 359 P.2d 85 (1961) — cited at ¶54
- Odom v. Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007) (en banc) [RICO] — cited at ¶48
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- In re Amerco Derivative Litig.*, 127 Nev. 196, 252 P.3d 681 (2011) — cited at ¶96

1 | *Wichinsky v. Mosa*, 109 Nev. 84, 847 P.2d 727 (1993) — cited at ¶96

2 | **Federal Statutes**

- 3 | 18 U.S.C. § 1343 (wire fraud)
- 4 | 18 U.S.C. § 1961(1), (4), (5) (RICO definitions)
- 5 | 18 U.S.C. § 1962(c) (RICO — conducting an enterprise through a pattern of racketeering)
- 6 | 18 U.S.C. § 1964(c) (RICO civil action)
- 7 | 18 U.S.C. § 1965(b), (d) (RICO nationwide service of process)
- 8 | 28 U.S.C. § 1331 (federal question jurisdiction)
- 9 | 28 U.S.C. § 1332(a) (diversity jurisdiction)
- 10 | 28 U.S.C. § 1367(a) (supplemental jurisdiction)
- 11 | 28 U.S.C. § 1391(b)(2) (venue)

12 | **Federal Rules of Civil Procedure**

- 13 | Fed. R. Civ. P. 4(e)(1) (service per state law)
- 14 | Fed. R. Civ. P. 4(f)(3) (service by means ordered by the court on foreign defendants)
- 15 | Fed. R. Civ. P. 8(a)(2) (short and plain statement)
- 16 | Fed. R. Civ. P. 9(b) (fraud pleading particularity)
- 17 | Fed. R. Civ. P. 10 (form of pleadings)
- 18 | Fed. R. Civ. P. 11 (representations to the court; sanctions)
- 19 | Fed. R. Civ. P. 15 (amended pleadings)
- 20 | Fed. R. Civ. P. 37(e) (spoliation of electronically stored information)
- 21 | Fed. R. Civ. P. 56 (summary judgment)
- 22 | NRCP 4.4(b) (Nevada service-by-publication and alternative service)

23 | **Nevada Statutes**

- 24 | NRS 14.065 (Nevada long-arm statute)
- 25 | NRS 41.600 (private right of action for consumer fraud)
- 26 | NRS 42.005 (punitive damages)
- 27 | NRS 86.371 (LLC member liability)
- 28 | NRS 99.040 (pre-judgment interest)
- 29 | NRS 90.570 (Nevada Securities Act — anti-fraud)
- 30 | NRS 207.355 ('person' defined for Nevada civil RICO)
- 31 | NRS 207.360 (crimes related to racketeering — predicate list)
- 32 | NRS 207.380 ('enterprise' defined for Nevada civil RICO)
- 33 | NRS 207.390 ('racketeering activity' / pattern defined)
- 34 | NRS 207.400 (Nevada civil RICO substantive prohibitions)
- 35 | NRS 207.470 (Nevada civil RICO private right of action — treble damages, attorneys' fees, costs of investigation and litigation)
- 36 | NRS 207.480 (Nevada civil RICO equitable relief / divestiture)
- 37 | NRS 598.0903 et seq. (Nevada Deceptive Trade Practices Act)
- 38 | NRS 598.0915 (enumerated deceptive trade practices)
- 39 | NRS 598.0923 (deceptive and unconscionable practices)
- 40 | NRS 598.0923(3) (deceptive trade practice — fictitious corporate identity)
- 41 | NRS 598.0963 (statutory damages; costs)

1 NRS 598.0979 (personal liability of officers, directors, and managing agents)
2 NRS 598.1305 et seq. (Nevada prize promotion statute)

3
4 **NATURE OF THE ACTION**

5 1. This is a civil action under the Racketeer Influenced and Corrupt
6 Organizations Act (**RICO**), 18 U.S.C. §§ 1962(c) and 1964(c), and related state-law
7 claims, against sixteen named Defendants who operated an association-in-fact RICO
8 enterprise through a coordinated network of commercial platforms — fundraiser.com,
9 jointherealworld.com, university.com, cobratate.com, topg.com, neweralearning.net, and
10 thewarroom.ag — to extract subscription fees, participant labor, intellectual property, and
11 cryptocurrency value from individuals who responded to fraudulent prize and
12 venture-funding representations transmitted via interstate wire.

13 2. Through that enterprise, Defendants transmitted, on and after January 12,
14 2025, a series of false representations relating to a purported \$1,000,000+ AI hackathon
15 hosted at fundraiser.com/hackathon — including that Defendant Emory Andrew Tate III
16 would personally fund the prize pool, that the Solana Foundation was a financial sponsor,
17 that four designated “Main Sponsors” had committed institutional resources, that a
18 legitimate multi-round judging process would evaluate all submissions, and that
19 participants could reach the contest sponsor through fundraiser.com’s outbound contact
20 link, which routed off-site to *cobratate.com/contact* — at a time when no funding existed,
21 no judging was conducted, no winners were ever announced, no prizes were paid, the
22 publicly identified prize-fund wallet held under 1.7% of the advertised amount and had
23 never executed an outgoing transaction, and the “contact” mechanism instead populated a
24 commercial marketing list. The hackathon’s prize narrative also operated as the
25 inducement for a separately executed cryptocurrency-token scheme in which Plaintiff’s
26 AI project name and identity were appropriated and used in coordinated price
27 manipulation.
28

1 2a. Defendant Emory Andrew Tate III publicly admitted the scheme's
2 methodology in his own words. In a clip preserved in third-party investigative reporting,
3 Tate stated, on camera: "SEC, come for me. I'm in Romania. There ain't no SEC in
4 Romania. We're (EXPLETIVE DELETED) scammers, we're (EXPLETIVE DELETED)
5 we're out here doing what we want. I'm gonna pump a coin up, make 10M, peel it off."
6 (**Exhibit 57**; video at <https://www.youtube.com/watch?v=e4UJE8XbrUs&t=552s>,
7 beginning at timestamp 09:12.) This statement — a first-person, plural-pronoun
8 admission of pump-and-dump methodology coupled with an assertion of immunity from
9 United States securities enforcement — is the modus operandi alleged throughout this
10 Complaint and supplies direct scienter as to the cryptocurrency-token scheme and as to
11 the integrated enterprise.

12
13 3. Plaintiff Anthony Mitchell, a Nevada resident, suffered concrete injury to
14 business and property by reason of this pattern of racketeering activity, including
15 approximately 200 hours of skilled AI and robotics development labor invested in a
16 competition Defendants never intended to judge, out-of-pocket expenditures for server
17 infrastructure and robotics hardware incurred in developing the project for submission,
18 the loss of the advertised \$500,000 Grand Prize and associated prize tiers, the
19 unauthorized commercial exploitation of Plaintiff's intellectual property as the lead
20 showcase entry for over twelve months, the unauthorized appropriation of his project's
21 name and identity for use in a cryptocurrency token and coordinated price-manipulation
22 scheme, and the cessation of independent prospective investment, partnership, and
23 strategic-development relationships following Defendants' unauthorized appropriation of
24 the Bangchain project identity into speculative cryptocurrency activity (¶¶24–26).
25 Plaintiff seeks: **treble damages** under 18 U.S.C. § 1964(c) (federal civil RICO) and under
26 NRS 207.470 (Nevada civil RICO); **compensatory and reliance damages** on the
27 breach-of-contract, promissory-estoppel, fraudulent-misrepresentation, conversion, and
28

1 tortious-interference Causes; **prize-opportunity damages** for the loss of the opportunity
2 to compete in a legitimate judging process for the advertised prize pool exceeding
3 \$1,000,000; **punitive damages** under NRS 42.005 on the fraudulent-misrepresentation,
4 civil-conspiracy, conversion, and tortious-interference Causes; **actual damages,**
5 **statutory damages and treble damages where authorized by Nevada law, equitable**
6 **relief, costs, and attorneys' fees** under NRS 41.600 and NRS 598.0963 / NRS 598.0979
7 (Nevada Deceptive Trade Practices Act private right of action); **restitution and**
8 **disgorgement** of subscription revenue, crypto-scheme proceeds, and the commercial
9 value of Defendants' continuing unauthorized use of Plaintiff's intellectual property; an
10 **equitable accounting, constructive trust** over identifiable proceeds, and **equitable**
11 **tracing,** including equitable relief under NRS 207.480 and Plaintiff's superior claim to
12 any forfeited property or proceeds under NRS 207.470; **mandatory and prohibitory**
13 **injunctive relief,** including takedown of Plaintiff's Bangchain submission from
14 *fundraiser.com/hackathon* and affiliated platforms and a corrective notice; **targeted**
15 **operational restrictions, preservation measures, corrective disclosures, and (in the**
16 **alternative and to the extent supported by the evidentiary record) constructive trust**
17 **and equitable assignment of enterprise-controlled domains, trademarks, and**
18 **branding assets** used to facilitate or continue the alleged enterprise misconduct, under
19 18 U.S.C. § 1964(a), NRS 207.480, and the NDTPA; **declaratory relief** that Plaintiff's
20 intellectual-property rights were not transferred and that Defendants' continuing display
21 is unauthorized; **pre-judgment interest under NRS 99.040 and post-judgment interest**
22 **at the maximum rate permitted by law; and costs and reasonable attorneys' fees**
23 (should an attorney appear on Plaintiff's behalf in this case) under 18 U.S.C. § 1964(c),
24 NRS 207.470, NRS 41.600, and NRS 598.0979. The full factual allegations supporting
25 these claims are pleaded with particularity below.
26

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THE PARTIES

1 4. Plaintiff **ANTHONY MITCHELL** is an individual residing in North Las
2 Vegas, Nevada 89084 and is a citizen of Nevada. Plaintiff appears pro se and represents
3 himself in this action. At all relevant times, Plaintiff was a Nevada-resident consumer, an
4 aspiring AI builder, and a Hackathon participant; Plaintiff also was a former subscriber to
5 the Hustlers University predecessor platform, as alleged at ¶49(o). Plaintiff participated in
6 the Hackathon while located in Nevada, submitted a qualifying AI project titled
7 “Bangchain,” and suffered concrete injuries to business and property alleged with
8 particularity at ¶3 and ¶51, including, without limitation, approximately \$30,000 in
9 development labor, out-of-pocket development expenditures, the loss of the opportunity
10 to compete in a legitimate judging process for the advertised prize pool exceeding
11 \$1,000,000 (including a \$500,000 Grand Prize and associated prize tiers) and, in the
12 alternative, the loss of a substantial opportunity to win and obtain some or all of the
13 offered prizes, the unauthorized commercial exploitation of his Bangchain intellectual
14 property, and the unauthorized appropriation of his project’s name into a
15 cryptocurrency-token scheme. Plaintiff is “any person injured in his business or property
16 by reason of” the Defendants’ violations of 18 U.S.C. § 1962(c), and accordingly has a
17 private right of action under 18 U.S.C. § 1964(c). Plaintiff is similarly “any person...
18 injured in his...business or property by reason of” the Defendants’ violations of
19 NRS 207.400, and accordingly has a private right of action under NRS 207.470; Plaintiff
20 did not participate in any of the predicate acts alleged at ¶49, satisfying the standing
21 requirement under *Allum v. Valley Bank of Nevada*, 114 Nev. 1313, 970 P.2d 1062
22 (1998). Plaintiff is also a “victim of consumer fraud” within the meaning of
23 NRS 41.600(2)(e), and accordingly has a private right of action under NRS 41.600(3).
24

25 5. Defendant **EMORY ANDREW TATE III** (“Tate”; also known as “Andrew
26 Tate” and as the operator of the verified @Cobratate X/Twitter account; where “Tate” or
27 “Defendant Tate” appears unqualified throughout this Complaint, the reference is to
28

1 Defendant Emory Andrew Tate III, and references to Defendant Tristan Tate are made by
2 his full name or by the shorthand “Tristan” as defined at ¶5n) is an individual who, upon
3 information and belief, is a citizen of the United Kingdom and, upon information and
4 belief, is currently traveling through the United States, moving to a new location on
5 approximately weekly cycles. On information and belief, on or around May 15, 2026,
6 Defendant Tate departed the United States for Dubai, United Arab Emirates, based on
7 contemporaneous video posts made to his public-facing social-media accounts depicting
8 an international flight and a penthouse pool location in Dubai. Upon information and
9 belief, Tate is the Chief Executive Officer of Defendant New Era Learning LLC, and Tate
10 dominates and controls New Era Learning LLC such that the entity is, for purposes of the
11 liability alleged herein, the alter ego of Tate. In December 2024, Westminster
12 Magistrates’ Court (Senior District Judge Goldspring) issued a ruling in *The Chief*
13 *Constable of Devon and Cornwall Police v. Emory Andrew Tate and Tristan Tate* (18
14 December 2024, available at
15 <https://www.judiciary.uk/wp-content/uploads/2024/12/CCDC-v-TTJ-ruling.pdf>) ordering
16 forfeiture of approximately £2.7 million in assets associated with suspected tax fraud and
17 money laundering arising from Tate’s online businesses — including businesses operated
18 under the Hustler’s University and CobraTate brand names, the predecessors to The Real
19 World. That ruling corroborates Tate’s personal financial control over the relevant
20 enterprise, even as the specific corporate vehicles he employed changed over time. Tate
21 personally promoted the Hackathon, personally declared himself the sponsor, and
22 personally directed the operation and management of the association-in-fact enterprise
23 alleged at ¶48. Tate further publicly admitted the scheme’s modus operandi in his own
24 words, as alleged at ¶2a and corroborated by Exhibit 57. Upon information and belief,
25 when Tate is physically present in or transiting through the United States, he does not
26 maintain any fixed residence, vehicle, or other asset registered in his name; rather, he
27 occupies short-term rental lodging (private residences, condominiums, and hotel
28

1 accommodations, typically on weekly cycles), rents rather than owns the vehicles he uses,
2 rents rather than owns the Learjets and other private aircraft he flies on, and customarily
3 uploads photographs and videos of those rented locations and vehicles to his
4 public-facing social-media accounts only after he has departed the rental and moved on to
5 the next location. On information and belief, Tate has operated a succession of online
6 subscription “school” platforms under sequential consumer-facing brand names: first
7 under the brand **New Era Learning**, then under the brand **Hustlers University** (the
8 predecessor platform identified at ¶49(o) and Exhibit 44), and currently under the parallel
9 brands **The Real World** (operated through jointherealworld.com) and **University.com**.
10 The New Era Learning and Hustlers University brands came under public, regulatory, and
11 law-enforcement scrutiny — including the scrutiny reflected in the December 2024 UK
12 forfeiture ruling cited above. Upon information and belief, Tate created The Real World
13 and University.com as parallel successor platforms to allow the underlying commercial
14 enterprise to continue operations under different consumer-facing names while distancing
15 Tate from direct corporate or beneficial-ownership attribution. To further insulate himself
16 from direct attribution, Tate utilizes Defendant **Andrew Joslin** and the Joslin-controlled
17 entities **Thrifty Consulting LLC** and **Thrift Technologies LLC** (as further alleged at
18 ¶5b, ¶5d, and ¶5e) to receive and process consumer subscription payments destined for
19 the enterprise, thereby preventing the regulatory, commercial, and reputational disruption
20 that would attend payment infrastructure operated directly in Tate’s name. On
21 information and belief, Tate is the organizer, manager, and/or controlling principal of
22 each of the operator-defendant entities whose true legal identities are presently unknown
23 — FUNDRAISER.COM OPERATOR (¶5f), COBRATATE.COM OPERATOR (¶5g),
24 JOINTHEREALWORLD.COM OPERATOR (¶5h), TOPG.COM OPERATOR (¶5i),
25 NEWERALEARNING.NET OPERATOR (¶5j), UNIVERSITY.COM OPERATOR
26 (¶5m), and THEWARROOM.AG OPERATOR (¶5o). Tate dominates and controls each
27 such operator entity for purposes of the liability alleged herein, and each such operator is,
28

1 | for purposes of liability, an instrumentality of Tate’s personal control. The federally
2 | registered trademarks displayed on those domains, together with the full trademark
3 | portfolio comprising the Tate brand ecosystem — fifteen (15) registered or applied-for
4 | marks identified at ¶5j(i) and Exhibit 22, including without limitation
5 | THE REAL WORLD, COBRATATE, TOP G, TOPG, TOP G SUPPLEMENTS, TATE
6 | SPEECH, TATE SPEECH EMERGENCY MEETING, TATE CONFIDENTIAL,
7 | EMERGENCY MEETING, HUSTLERS UNIVERSITY, JOINTHEREALWORLD, and
8 | ANDREW TATE UNIVERSITY — are held by Defendant Defied Trust Digital Trading
9 | - FZCO LLC (¶5j) and, on information and belief, are beneficially owned by Tate. The
10 | exclusive concentration of every Tate-brand mark under a single UAE
11 | free-zone-company shell further corroborates Tate’s organizational and managerial
12 | control over the operator-defendant infrastructure and the broader Tate-brand enterprise.
13 | Tate is a “person” within the meaning of 18 U.S.C. § 1961(3) and NRS 207.355, capable
14 | of being employed by or associated with the association-in-fact enterprise alleged at ¶48.
15 | On information and belief, at all relevant times, Tate served as a managing agent of the
16 | New Era Learning LLC enterprise within the meaning of NRS 598.0979 and is personally
17 | liable for the deceptive trade practices alleged in Cause 6. Defendant Tate is liable under
18 | Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and 1964(c)) for the predicate acts
19 | alleged at ¶49 in which he participated or which he committed, particularly predicates (a),
20 | (b), (f), (r)–(u), (v)–(w), and (x); and under Cause 8 (Nevada Civil RICO, NRS 207.400
21 | and NRS 207.470) for the corresponding Nevada predicates pleaded at ¶90c. Tate is sued
22 | in his individual capacity for the acts and omissions alleged herein.
23 |

24 | On information and belief, Defendant Emory Andrew Tate III, together with
25 | Defendant Tristan Tate, exercised centralized operational authority, strategic direction,
26 | and economic control over the operator defendants, monetization infrastructure, and
27 | enterprise components alleged herein, including the interconnected platform, branding,
28 |

1 | subscription, merchandise, payment-processing, lead-generation, and promotional
2 | systems associated with fundraiser.com, jointherealworld.com, university.com, topg.com,
3 | thewarroom.ag, cobratate.com, and affiliated entities and platforms. On information and
4 | belief, these entities and systems did not operate as independent commercial actors, but as
5 | coordinated components of a unified Tate-branded enterprise from which Tate and Tristan
6 | Tate derived financial benefit, strategic advantage, and continuing commercial value.

7 | 5a. Defendant **NEW ERA LEARNING LLC** (“New Era”) is named as a
8 | defendant based on its own consumer-facing self-identification: at the bottom of the
9 | Privacy Policy page at <https://www.jointherealworld.com/privacy>, the site states that the
10 | platform is “Owned and Managed by New Era Learning LLC.” (**Exhibit 16.**) Because the
11 | consumer-facing platform “Owned and Managed by New Era Learning LLC” — i.e., **The**
12 | **Real World**, operated at jointherealworld.com — was publicly designated as a “**Main**
13 | **Sponsor**” of the Hackathon on the fundraiser.com/hackathon page (**Exhibit 15**), New Era
14 | Learning LLC is, by virtue of its own self-identification as the platform’s owner and
15 | manager, alleged to be the operator of a designated **Main Sponsor** of the Hackathon and
16 | is directly liable for the Main Sponsor representations made on the Hackathon page.
17 | Plaintiff is informed and believes New Era Learning LLC purports to be a Delaware
18 | limited liability company, but **New Era Learning LLC does not appear as a currently**
19 | **registered entity in the Delaware Division of Corporations’ records.** A UK entity
20 | bearing the same name — **New Era Learning Ltd** (UK Companies House No.
21 | 12700169), incorporated 26 June 2020 — was **dissolved on 30 November 2021** and had
22 | **Ben James Hofmeister** as its sole director and 75%-or-more person of significant control
23 | (a UK statutory designation roughly equivalent to a controlling member or beneficial
24 | owner); Andrew Tate does not appear in that company’s records as a director or person of
25 | significant control. On information and belief, Ben James Hofmeister acted as a nominee
26 | or front for Tate’s beneficial interest in the dissolved UK New Era Learning Ltd.
27 |
28 |

1 | Accordingly, the “Owned and Managed by New Era Learning LLC” disclosure on The
2 | Real World’s consumer-facing platforms refers to a legal entity that does not exist as a
3 | currently registered U.S. or UK company. On information and belief, Defendants knew or
4 | should have known that no validly registered “New Era Learning LLC” exists, yet
5 | continued and continue to display this representation on consumer-facing platforms. This
6 | false corporate disclosure is itself a deceptive trade practice under NRS 598.0923(3).
7 | Plaintiff sues the enterprise operating under the “New Era Learning LLC” name and will
8 | substitute its true legal identity upon identification through discovery. Notwithstanding its
9 | apparent dissolved or non-existent registration status, New Era Learning LLC actively
10 | operates *neweralearning.net* — a live commercial domain that serves as the enterprise’s
11 | support hub, identifies both *university.com* and *jointherealworld.com* as “our platforms,”
12 | and processes consumer support through *support@neweralearning.net* (**Exhibits 44, 46**)
13 | — demonstrating active enterprise operations under the New Era Learning LLC name
14 | regardless of formal corporate registration status. The “Owned and Managed by New Era
15 | Learning LLC” disclosure on the *jointherealworld.com* Privacy Policy is not the sole
16 | self-identification under the New Era Learning name: (i) the domain name
17 | **neweralearning.net** itself reflects the operator’s self-identification under the New Era
18 | Learning brand; (ii) the *neweralearning.net* hub-links section refers to *university.com* and
19 | *jointherealworld.com* as “**our platforms**” (**Exhibit 46**), with the antecedent of “our”
20 | being the operator self-identified through the *neweralearning.net* domain; and (iii) the
21 | July 8, 2022 Stripe receipt to Plaintiff identifies the charge as “**New Era – HU**
22 | **Membership**” with *support@neweralearning.net* as the Reply-To address (**Exhibit 44**).
23 | Notably, while *neweralearning.net* is operated and branded under the New Era Learning
24 | name, the .net site itself displays no privacy policy, no terms of service, and no
25 | company-information disclosure naming any legal entity — a deliberate omission, on
26 | information and belief, that contrasts with the *jointherealworld.com* Privacy Policy’s
27 | explicit “New Era Learning LLC” disclosure and that reflects the enterprise’s pattern of
28 |

1 | selectively disclosing or obscuring the New Era Learning name depending on the
2 | consumer-facing context. Each of the foregoing constitutes an independent
3 | self-identification under the New Era Learning LLC name. Further, the
4 | neweralearning.net/#contact page routes consumer inquiries through a third-party
5 | *formsfree.io*-powered contact form — **<form**
6 | **action="https://formsfree.io/f/mdkporcn" method="POST">** — rather than
7 | providing any entity-disclosed email address, telephone number, or postal address.
8 | (**Exhibit 61.**) The same *formsfree.io* third-party backend is used at *cobratate.com/contact*
9 | (**¶5g; Exhibit 37**). The shared third-party form-collection infrastructure across these two
10 | Tate-enterprise domains is, on information and belief, consistent with coordinated
11 | participant-data acquisition and supports the inference that consumer contact data
12 | submitted to either endpoint is aggregated into a common commercial mailing-list and
13 | lead-capture system. To the extent the operator of *neweralearning.net* is a legal entity
14 | distinct from New Era Learning LLC, that entity is separately named herein as Defendant
15 | NEWERALEARNING.NET OPERATOR (**¶5l**). The commercial operations attributed to
16 | New Era Learning LLC are conducted under the **THE REAL WORLD** federally
17 | registered trademark held by Defendant Defied Trust Digital Trading - FZCO LLC (**¶5j**;
18 | **Exhibit 19**), reflecting a coordinated brand-licensing architecture between the
19 | trademark-holding shell and the consumer-facing entity. As alleged at **¶5**, Defendant Tate
20 | dominates and controls the New Era Learning LLC enterprise; New Era’s commercial
21 | operations are conducted at Tate’s direction and for Tate’s benefit. New Era Learning
22 | LLC is a constituent member of the association-in-fact enterprise alleged at **¶48** and
23 | operates and participates in the conduct of that enterprise within the meaning of *Reves v.*
24 | *Ernst & Young*, 507 U.S. 170 (1993), as the consumer-facing platform-operating entity
25 | through which subscription, hub-support, and brand-licensing activities are channeled.
26 | New Era Learning LLC is directly liable under NRS 598.0915 and NRS 598.0923 for its
27 | own deceptive trade practices alleged herein, including the false corporate-identity
28 |

1 | disclosures, the coordinated false-scarcity pricing displays, and the operation of the
2 | consumer-facing platforms through which the deceptive trade practices are channeled. On
3 | information and belief, at all relevant times Tate served as the controlling principal of
4 | New Era Learning LLC and is personally liable for New Era’s deceptive trade practices
5 | under NRS 598.0979. For purposes of 28 U.S.C. § 1332(a), New Era Learning LLC is a
6 | citizen of every state and foreign state of which its members are citizens; on information
7 | and belief, no member is a citizen of Nevada, and at least one controlling principal (Tate)
8 | is a citizen of the United Kingdom, making New Era a citizen of a foreign state and/or a
9 | state other than Nevada for diversity purposes. New Era Learning LLC is a “person”
10 | within the meaning of 18 U.S.C. § 1961(3) and NRS 207.355, capable of being employed
11 | by or associated with the association-in-fact enterprise alleged at ¶48. New Era Learning
12 | LLC is liable under Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and 1964(c)) for
13 | the predicate acts alleged at ¶49 in which it participated or which it committed,
14 | particularly predicates (e), (j), and (p); and under Cause 8 (Nevada Civil RICO,
15 | NRS 207.400 and NRS 207.470) for the corresponding Nevada predicates pleaded at
16 | ¶90c. If New Era Learning LLC exists as a validly organized legal entity, it is sued in its
17 | corporate capacity for the acts and omissions alleged herein; if it does not exist as a
18 | validly organized legal entity, the persons or entities operating under that designation are
19 | sued in the capacity in which their true legal identity, once disclosed, properly attaches
20 | liability.
21 |

22 | 5b. Defendant **THRIFTY CONSULTING LLC** (“Thrifty”) is a domestic
23 | Delaware limited liability company (Delaware File No. 7280246), formed February 6,
24 | 2023. (ECF No. 31-3.) Thrifty is 100% owned by Thrift Technologies LLC, as certified
25 | by Thrifty’s own counsel pursuant to Federal Rule of Civil Procedure 7.1 (ECF No. 27).
26 | Thrifty and its parent Thrift Technologies LLC share the same registered agent and
27 | registered-office address — Cogency Global Inc., 850 New Burton Road, Suite 201,
28 |

1 | Dover, Delaware 19904 (ECF Nos. 31-2, 31-3) — and the coordinated thirty-seven-day
2 | formation sequence, shared registered agent, shared corporate-address infrastructure, and
3 | absence of independent capitalization or commercial purpose are consistent with a single
4 | enterprise design rather than independent legal existence. Upon information and belief,
5 | Thrifty did not observe corporate formalities independently of Thrift Technologies LLC
6 | or of the broader enterprise operating under the “New Era Learning LLC” trade name; for
7 | purposes of the liability alleged herein, Thrifty operated as an instrumentality of Thrift
8 | Technologies LLC and, through that chain, as an instrumentality of the Tate-controlled
9 | enterprise alleged at ¶5 and ¶48. The corporate-form distinctions between Thrifty, its
10 | parent, and the broader Tate-controlled enterprise are not invoked to limit liability. The
11 | jointherealworld.com Privacy Policy discloses three entities in its Contact Privacy Policy
12 | discloses three entities in its Contact Information section, effective January 1, 2025: (1)
13 | **New Era Learning LLC** — identified as owner and manager; (2) **Thrifty Consulting**
14 | **LLC**, 800 North State St Ste 403, Dover, DE 19901 — identified as a distribution partner;
15 | and (3) **Legendary Courses, Inc.**, 221 N. Broad St. Middletown, DE 19709 — identified
16 | as a distribution partner. (**Exhibit 16.**) Jointherealworld.com — the subscription platform
17 | on which the Privacy Policy disclosing Thrifty as a distribution partner is published — is
18 | itself one of the four publicly designated “Main Sponsors” of the Hackathon at
19 | fundraiser.com/hackathon under the on-page representation that Main Sponsors “support
20 | and fund this groundbreaking event” (¶5h; **Exhibit 15**), tying Thrifty’s
21 | distribution-partner role directly into the Hackathon enterprise. Of these three disclosed
22 | entities, **only Thrifty Consulting LLC appears in any publicly accessible corporate**
23 | **records search**: New Era Learning LLC does not appear in Delaware’s corporate records
24 | (as alleged in ¶5a), and Legendary Courses, Inc. does not exist in Delaware’s corporate
25 | records and no active U.S. Legendary Courses entity has been identified. The Real
26 | World’s own privacy policy thus discloses a distribution network of three entities, only
27 | one of which is a verifiably registered U.S. corporation. Upon information and belief, no
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1 member of Thrifty is a citizen of Nevada. Thrifty Consulting LLC operates the
2 subscription-payment infrastructure of *jointherealworld.com*, the Real World subscription
3 portal which was itself publicly designated as a “**Main Sponsor**” of the Hackathon on the
4 fundraiser.com/hackathon page (**Exhibit 15**); accordingly, Thrifty’s payment-processing
5 operation was the payment backbone of one of the Hackathon’s own designated Main
6 Sponsors. Upon information and belief, Thrifty Consulting LLC aids in (i) concealing the
7 identity of the underlying commercial enterprise actually collecting subscription revenue
8 from U.S. consumers, by serving as the consumer-facing payment processor of record and
9 interposing itself between the U.S. subscriber and the Tate-controlled enterprise alleged at
10 ¶5 and ¶48; and (ii) transmitting the collected subscription proceeds out of the United
11 States, by remitting those proceeds upstream to Thrift Technologies LLC (¶5d) and
12 ultimately to Tate-controlled accounts and structures outside the United States, including
13 without limitation Tate’s UK-affiliated and Romania-domiciled holdings, the UAE-based
14 intellectual-property holding shell Defied Trust Digital Trading - FZCO LLC (¶5j), and
15 other Doe Defendants and Roe Corporations identified at ¶7 whose true legal names and
16 locations are subject to identification through discovery. On information and belief, the
17 transmission of those subscription proceeds out of the United States may be effected at
18 any stage of the upstream payment chain and managed at any stage by any of the
19 foregoing entities or persons — including direct transmission from Thrifty’s own
20 accounts to offshore destinations, transmission through Thrift Technologies LLC or
21 Joslin-controlled accounts, or transmission through Tate-controlled offshore
22 intermediaries — and the exact stage at which any given dollar leaves the United States is
23 subject to identification through discovery. Thrifty Consulting LLC is a “person” within
24 the meaning of 18 U.S.C. § 1961(3) and NRS 207.355, capable of being employed by or
25 associated with the association-in-fact enterprise alleged at ¶48. Thrifty is a constituent
26 member of that enterprise and participates in its operation and management within the
27 meaning of *Reves v. Ernst & Young*, 507 U.S. 170 (1993), as the consumer-facing
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1 | payment processor of record for the Real World subscription portal at
2 | *jointherealworld.com* — itself a publicly designated Main Sponsor of the Hackathon —
3 | and as the sole verifiably registered U.S. legal entity standing on the *jointherealworld.com*
4 | Privacy Policy disclosure. As alleged at ¶5 and ¶¶5d–5e, on information and belief,
5 | Defendant Emory Andrew Tate III is the ultimate organizer, manager, and/or controlling
6 | principal of the enterprise of which Thrifty is a constituent member, through the Thrift
7 | Technologies LLC / Andrew Joslin parent-and-management chain; Thrifty operates as an
8 | instrumentality of that Tate-controlled enterprise. Thrifty is directly liable under
9 | NRS 598.0915 and NRS 598.0923 for its own deceptive trade practices alleged herein,
10 | and Andrew Joslin, as sole Governor and managing principal of Thrifty’s parent Thrift
11 | Technologies LLC, is personally liable as a managing agent of Thrifty under
12 | NRS 598.0979 (¶5e). On information and belief, Thrifty knew or should have known that
13 | the subscription revenue flowing through the payment infrastructure it operated was
14 | induced through the false venture-funding representations, the false prize-pool
15 | representations, the false corporate-identity disclosures, and the false-scarcity pricing
16 | displays alleged herein. For purposes of 28 U.S.C. § 1332(a), Thrifty is a citizen of every
17 | state and foreign state of which its members are citizens; on information and belief, no
18 | member of Thrifty is a citizen of Nevada, and at least one upstream controlling person
19 | (Andrew Joslin, ¶5e, sole Governor of Thrifty’s 100% parent Thrift Technologies LLC) is
20 | a citizen of a state other than Nevada. Thrifty is sued in its corporate capacity for the acts
21 | and omissions alleged herein. Thrifty Consulting LLC is liable under Cause 1 (Federal
22 | Civil RICO, 18 U.S.C. §§ 1962(c) and 1964(c)) for the predicate acts alleged at ¶49 in
23 | which it participated or which it committed, particularly predicates (c) and (d); and under
24 | Cause 8 (Nevada Civil RICO, NRS 207.400 and NRS 207.470) for the corresponding
25 | Nevada predicates pleaded at ¶90c.
26 |
27 |
28 |

1 5c. Defendant **LEGENDARY COURSES, INC.** (“Legendary”) is named
2 solely on the basis of Defendants’ own representations: the jointherealworld.com Privacy
3 Policy identifies “Legendary Courses, Inc.” as a distribution partner and discloses an
4 address of 221 North Broad Street, Middletown, Delaware 19709 for that entity. (**Exhibit**
5 **16.**) Plaintiff has conducted a reasonable search of Delaware’s Division of Corporations
6 records and has been unable to confirm that Legendary Courses, Inc. exists as a currently
7 registered Delaware corporation. Plaintiff therefore pleads Legendary’s existence in the
8 alternative: if Legendary Courses, Inc. is a validly organized legal entity, it is named as a
9 defendant for its distribution role in the enterprise; if it does not exist as a validly
10 organized legal entity, Plaintiff pleads that the “Legendary Courses, Inc.” designation is a
11 fictitious, dissolved, or misidentified entity name used by presently unknown persons or
12 entities, identified herein as Does 1–5 and Roe Corporations 1–5, in conducting the
13 distribution activities attributed to it; and that the use of a nonexistent entity name in
14 consumer-facing disclosures is itself a deceptive trade practice under NRS 598.0923(3).
15 Upon information and belief, if Legendary exists, it is a citizen of Delaware. If Legendary
16 Courses, Inc. exists as a validly organized entity, it is a “person” within the meaning of
17 18 U.S.C. § 1961(3) and NRS 207.355, is a constituent member of the association-in-fact
18 enterprise alleged at ¶48, participates in the conduct of that enterprise through its
19 disclosed role as a distribution partner channeling The Real World subscription product to
20 U.S. consumers via the jointherealworld.com architecture (¶5a), and is directly liable for
21 its own deceptive trade practices under NRS 598.0915 and NRS 598.0923. If Legendary
22 Courses, Inc. does not exist as a validly organized entity, the persons or entities identified
23 as Does 1–5 and Roe Corporations 1–5 are alleged to be the actors operating under that
24 designation, are “persons” within the meaning of 18 U.S.C. § 1961(3) and NRS 207.355,
25 are constituent members of the association-in-fact enterprise alleged at ¶48, and are
26 personally liable as managing agents under NRS 598.0979. On information and belief, in
27 either alternative, Legendary Courses, Inc. (or the persons operating under its
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1 designation) knew or should have known that its name was being deployed as a
2 “distribution partner” designation on consumer-facing platforms to lend false legitimacy
3 to the fraudulent scheme alleged herein. If Legendary Courses, Inc. exists as a validly
4 organized entity, it is liable under Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and
5 1964(c)) for the predicate acts alleged at ¶49 in which it participated or which it
6 committed, particularly predicate (e); and under Cause 8 (Nevada Civil RICO,
7 NRS 207.400 and NRS 207.470) for the corresponding Nevada predicates pleaded at
8 ¶90c. If Legendary Courses, Inc. does not exist as a validly organized entity, the Doe
9 Defendants and Roe Corporations operating under that designation (Does 1–5 and Roe
10 Corporations 1–5) are alleged to be the actors so liable under Cause 1 and Cause 8.

11
12 5d. Defendant **THRIFT TECHNOLOGIES LLC** (“Thrift Technologies”) is a
13 domestic Delaware limited liability company (Delaware File No. 7205529), formed
14 December 31, 2022 — thirty-seven days before its subsidiary Thrifty Consulting LLC
15 was formed. (ECF No. 31-2.) Thrift Technologies is registered in Washington State as a
16 foreign limited liability company (UBI No. 605157053), with a registration date of March
17 24, 2023, and lists **Andrew Joslin** as the sole Governor. (ECF No. 31-1.) Thrift
18 Technologies owns 100% of Defendant Thrifty Consulting LLC, as certified by Thrifty’s
19 own counsel in ECF No. 27. Both Thrift Technologies LLC and Thrifty Consulting LLC
20 share the same registered agent: Cogency Global Inc., 850 New Burton Road, Suite 201,
21 Dover, Delaware 19904. (ECF Nos. 31-2, 31-3.) The coordinated formation sequence —
22 Thrift Technologies formed December 31, 2022, followed thirty-seven days later by
23 Thrifty Consulting LLC on February 6, 2023 — and the entities’ shared registered agent
24 and address are consistent with a single enterprise design. Upon information and belief,
25 Thrifty and Thrift Technologies did not observe corporate formalities independently of
26 each other or of the enterprise operating under the “New Era Learning LLC” trade name,
27 and their subscription payment infrastructure was established and operated to serve the
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1 commercial objectives of the other named Defendants — including Defendant Tate, the
2 jointherealworld.com and university.com subscription platforms, and the Defied Trust
3 Digital Trading FZCO trademark holder — without independent capitalization or
4 commercial purpose separate from that enterprise. For purposes of the liability alleged
5 herein, Thrifty Consulting LLC operated as an instrumentality of Thrift Technologies
6 LLC, and Thrift Technologies LLC operated as an instrumentality of the Tate-controlled
7 enterprise alleged at ¶5 and ¶48; the corporate-form distinctions between Thrifty, Thrift
8 Technologies, and the broader enterprise are not invoked to limit liability. Thrift
9 Technologies LLC is a constituent member of the association-in-fact enterprise alleged at
10 ¶48 and participates in the conduct of that enterprise within the meaning of *Reves v. Ernst*
11 *& Young*, 507 U.S. 170 (1993), as the upstream corporate parent and 100% beneficial
12 owner of the subscription-payment infrastructure operated through Thrifty Consulting
13 LLC. Thrift Technologies LLC is directly liable under NRS 598.0915 and NRS 598.0923
14 for its own deceptive trade practices alleged herein, including its participation in the
15 subscription-extraction scheme through which lending-arm applicants paid \$99/month in
16 reliance on the false “up to \$1,000,000 in Venture Capital Funding” representations
17 channeled through fundraiser.com/apply. On information and belief, as the parent and
18 100% beneficial owner of the payment processor Thrifty Consulting LLC, Thrift
19 Technologies LLC knew or should have known that the subscription revenue it received
20 was induced through the false venture-funding representations, false prize-pool
21 representations, and false corporate-identity disclosures alleged herein. Thrift
22 Technologies LLC is a “person” within the meaning of 18 U.S.C. § 1961(3) and
23 NRS 207.355, capable of being employed by or associated with the association-in-fact
24 enterprise alleged at ¶48. For purposes of 28 U.S.C. § 1332(a), Thrift Technologies LLC
25 is a citizen of every state and foreign state of which its members are citizens; on
26 information and belief, no member is a citizen of Nevada, and at least one member or
27 controlling person (Andrew Joslin, as sole Governor) is a citizen of a state other than
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1 Nevada. As the parent and 100% beneficial owner of Thrifty Consulting LLC, Thrift
2 Technologies LLC ultimately owns and operates the subscription-payment infrastructure
3 of *jointherealworld.com*, the Real World subscription portal which was itself publicly
4 designated as a “**Main Sponsor**” of the Hackathon on the fundraiser.com/hackathon page
5 (**Exhibit 15**); accordingly, Thrift Technologies’ payment-processing operation was the
6 upstream payment backbone of one of the Hackathon’s own designated Main Sponsors.
7 Upon information and belief, Thrift Technologies LLC aids in (i) concealing the identity
8 of the underlying commercial enterprise actually receiving subscription revenue from
9 U.S. consumers, by acting as the upstream corporate parent and 100% beneficial owner of
10 the consumer-facing payment processor Thrifty Consulting LLC; and (ii) transmitting the
11 collected subscription proceeds out of the United States, by serving as a U.S.-domiciled
12 corporate conduit through which remitted funds are transmitted to Tate-controlled
13 accounts and structures outside the United States, including without limitation Tate’s
14 UK-affiliated and Romania-domiciled holdings, the UAE-based intellectual-property
15 holding shell Defied Trust Digital Trading - FZCO LLC (¶5j), and other Doe Defendants
16 and Roe Corporations identified at ¶7 whose true legal names and locations are subject to
17 identification through discovery. On information and belief, the transmission of those
18 subscription proceeds out of the United States may be effected at any stage of the
19 upstream payment chain and managed at any stage by any of the foregoing entities or
20 persons — including direct transmission from Thrift Technologies’ own accounts to
21 offshore destinations, transmission through Joslin-controlled accounts, or transmission
22 through Tate-controlled offshore intermediaries — and the exact stage at which any given
23 dollar leaves the United States is subject to identification through discovery. Thrift
24 Technologies LLC is liable under Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and
25 1964(c)) for the predicate acts alleged at ¶49 in which it participated or which it
26 committed, particularly predicates (c) and (d); and under Cause 8 (Nevada Civil RICO,
27 NRS 207.400 and NRS 207.470) for the corresponding Nevada predicates pleaded at
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1 ¶90c. Thrift Technologies LLC is sued in its corporate capacity for the acts and omissions
2 alleged herein.

3 5e. Defendant **ANDREW JOSLIN** (“Joslin”) is an individual and the sole
4 Governor and manager of Thrift Technologies LLC, as identified in Washington
5 Secretary of State records. As the sole controlling member and manager of the entity that
6 owns 100% of Thrifty Consulting LLC, as Joslin himself confirmed under penalty of
7 perjury in his sworn declaration filed in this action (ECF No. 25, Ex. 1), Joslin personally
8 directed the development and operation of the payment and subscription infrastructure
9 through which Thrifty distributes The Real World to U.S. consumers and collects
10 subscription revenue — including from Nevada residents — at *jointherealworld.com*. The
11 Hackathon entry at *fundraiser.com/hackathon* was a free Google Form requiring no
12 subscription as a condition of entry; the subscription gate sat at the separate lending-arm
13 funding-application portal at *fundraiser.com/apply*, where consumers seeking the
14 advertised “up to \$1,000,000 in Venture Capital Funding” were required to maintain
15 active Real World subscriptions processed through the Joslin-directed payment
16 infrastructure. Joslin’s personal direction of that payment-and-subscription infrastructure
17 constitutes personal participation in the commercial operation through which lending-arm
18 applicants — including aspiring AI builders channeled from the free Hackathon at
19 */hackathon* to the lending-arm at */apply* as further alleged at ¶49 — were induced to
20 purchase or maintain \$99/month Real World subscriptions. Further, Joslin personally
21 directs the subscription-payment infrastructure of *jointherealworld.com*, the Real World
22 subscription portal which was itself publicly designated as a “**Main Sponsor**” of the
23 Hackathon on the *fundraiser.com/hackathon* page (**Exhibit 15**); accordingly, Joslin’s
24 personally-directed infrastructure was the payment backbone of one of the Hackathon’s
25 own designated Main Sponsors. Upon information and belief, Defendant Andrew Joslin,
26 as the sole Governor and managing principal of Thrift Technologies LLC and through it
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1 of Thrifty Consulting LLC, personally directs and authorizes (i) the structural
2 concealment of the identity of the underlying commercial enterprise actually collecting
3 subscription revenue from U.S. consumers; and (ii) the transmission of the collected
4 subscription proceeds out of the United States to Tate-controlled accounts and structures
5 outside the United States, including without limitation Tate’s UK-affiliated and
6 Romania-domiciled holdings, the UAE-based intellectual-property holding shell Defied
7 Trust Digital Trading - FZCO LLC (¶5j), and other Doe Defendants and Roe
8 Corporations identified at ¶7 whose true legal names and locations are subject to
9 identification through discovery. Joslin is a “person” within the meaning of 18 U.S.C.
10 § 1961(3) and NRS 207.355, capable of being employed by or associated with the
11 association-in-fact enterprise alleged at ¶48. Joslin is a constituent member of the
12 association-in-fact enterprise alleged at ¶48 and participates in the operation and
13 management of that enterprise within the meaning of *Reves v. Ernst & Young*, 507 U.S.
14 170 (1993), through his personal direction of the payment and subscription infrastructure
15 operated by Thrifty Consulting LLC and its parent Thrift Technologies LLC, as he
16 confirmed under penalty of perjury in his sworn declaration (ECF No. 25, Ex. 1). At all
17 relevant times, Joslin served as a managing agent of Thrift Technologies LLC and Thrifty
18 Consulting LLC within the meaning of NRS 598.0979 and is personally liable for the
19 deceptive trade practices alleged herein, including those committed through the
20 subscription-extraction infrastructure he personally directed. On information and belief,
21 Joslin knew or should have known that the subscription revenue flowing through the
22 infrastructure he personally directed was induced through the false “up to \$1,000,000 in
23 Venture Capital Funding” representations, the false prize-pool representations, the false
24 corporate-identity disclosures, and the false-scarcity pricing displays alleged herein. On
25 information and belief, Joslin is a citizen of Washington State, where he is domiciled as
26 the sole Governor of Thrift Technologies LLC (UBI No. 605157053); in any event, he is
27 not a citizen of Nevada. Joslin is liable under Cause 1 (Federal Civil RICO, 18 U.S.C.
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1 §§ 1962(c) and 1964(c)) for the predicate acts alleged at ¶49 in which he participated or
2 which he committed, particularly predicate (d); and under Cause 8 (Nevada Civil RICO,
3 NRS 207.400 and NRS 207.470) for the corresponding Nevada predicates pleaded at
4 ¶90c. Joslin is sued in his individual capacity for the acts and omissions alleged herein.

5 5f. Defendant **FUNDRAISER.COM OPERATOR** (true identity unknown) is
6 the entity that owns, operates, or controls *fundraiser.com*, *deck.fundraiser.com*, and the
7 verified X/Twitter account *@fundraiser_com* (joined January 2025).
8 FUNDRAISER.COM OPERATOR functions as the **central hub of the integrated**
9 **enterprise**, simultaneously operating four interlocking commercial functions:
10 **(a) Hackathon administration.** FUNDRAISER.COM OPERATOR directly
11 administered the Hackathon at *fundraiser.com/hackathon*, published all contest terms and
12 prize representations, received all project submissions, and controls the G DAO Treasury
13 Wallet designated as the prize-fund repository — a wallet which, as alleged elsewhere in
14 this Complaint, never contained more than approximately 1.7% of the advertised
15 \$1,000,000+ prize pool. FUNDRAISER.COM OPERATOR also listed **its own logo** as a
16 designated “**Main Sponsor**” on the Hackathon page under the representation that it
17 “support[s] and fund[s] this groundbreaking event” (**Exhibit 15**). **(b) Lending-arm**
18 **funding-application portal.** FUNDRAISER.COM OPERATOR operates the
19 funding-application portal at *fundraiser.com/apply*, where consumers seeking the
20 advertised “up to \$1,000,000 in Venture Capital Funding” were required to maintain
21 active Real World subscriptions processed through the Joslin-directed payment
22 infrastructure (¶¶5b, 5d, 5e). The Hackathon at */hackathon* — a free Google Form
23 requiring no subscription — operated as the traffic-generating funnel driving aspiring AI
24 builders toward the subscription-gated lending arm at */apply*. **(c) False contact channel**
25 **and commercial lead-capture.** *fundraiser.com* **displays no terms of service, no contact**
26 **page, and no legal entity name anywhere on the site**; its only contact link routes
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1 off-site to *cobratate.com/contact* (**Exhibits 17, 37**), a third-party *formspre.e.io*-powered
2 form-collection backend that harvests consumer name and email-address data into a
3 commercial mailing-list and lead-capture pipeline rather than providing direct contact
4 with any Hackathon principal. Upon submission of the *cobratate.com/contact* form, the
5 enterprise transmits back to the user, via interstate wire through the Formspre.e backend,
6 an automated “Action Changes Lives” reply email from *noreply@formspre.eemail.com*
7 directing the recipient onward to *cobratate.com/form* and to
8 *www.cobratate.com/warroom* (**Exhibit 65**). *Cobratate.com/form* is a 21-field
9 lead-qualification quiz that, depending on how the user answers its branching questions,
10 routes the user toward paid signup at either *jointherealworld.com* or *thewarroom.ag*
11 (**Exhibit 66; ¶5o**). Fundraiser.com additionally carries an outbound navigation link
12 pointing directly to *thewarroom.ag* (**Exhibit 17**), so that *thewarroom.ag* operates both as
13 a branch-terminal of the *cobratate.com/contact* → *cobratate.com/form* quiz funnel and as
14 a direct outbound link target from fundraiser.com itself. The same *formspre.e.io*
15 third-party backend is used at *neweralearning.net/#contact* (¶5a; **Exhibit 61**),
16 demonstrating coordinated participant-data infrastructure across the enterprise.
17 **(d) Sales-conversion pipeline into the subscription portals.** On information and belief,
18 consumer contact data captured through fundraiser.com’s outbound contact link, together
19 with traffic generated by the Hackathon and channeled to the */apply* lending arm, is
20 **converted to subscription sales at *jointherealworld.com* and *university.com*.** The
21 subscription revenue from those conversions is processed by **Thrifty Consulting LLC**
22 (¶5b), routed upstream to **Thrift Technologies LLC** (¶5d), and personally managed by
23 Defendant **Andrew Joslin** (¶5e), with proceeds ultimately transmitted out of the United
24 States to Tate-controlled accounts and structures, as further alleged in the
25 structural-concealment and international-transmission allegations at ¶¶5b, 5d, and 5e.
26 FUNDRAISER.COM OPERATOR is a “person” within the meaning of 18 U.S.C.
27 § 1961(3) and NRS 207.355 — whether a natural person, corporation, partnership,
28

1 | association, or other legal entity — capable of being employed by or associated with the
2 | association-in-fact enterprise alleged at ¶48. FUNDRAISER.COM OPERATOR is a
3 | constituent member of that enterprise and participates in its operation and management
4 | within the meaning of *Reves v. Ernst & Young*, 507 U.S. 170 (1993), through the four hub
5 | functions enumerated above. As alleged at ¶5, on information and belief, Defendant
6 | Emory Andrew Tate III is the organizer, manager, and/or controlling principal of
7 | FUNDRAISER.COM OPERATOR, which is an instrumentality of Tate’s personal
8 | control. If FUNDRAISER.COM OPERATOR is a legal entity, it is directly liable under
9 | NRS 598.0915 and NRS 598.0923 for its own deceptive trade practices alleged herein,
10 | including the false prize-pool representations, the false self-designation as a “Main
11 | Sponsor,” the operation of the *fundraiser.com/apply* lending-arm portal channeling
12 | consumers into the subscription-extraction scheme, and the false-contact / lead-capture
13 | mechanism at the */contact* outbound link. If FUNDRAISER.COM OPERATOR is a
14 | natural person, or a group whose constituent members are natural persons, those persons
15 | are personally liable under NRS 598.0979 as managing agents of the enterprise; their
16 | identities are subject to identification through discovery. On information and belief,
17 | FUNDRAISER.COM OPERATOR knew or should have known that the prize
18 | representations published on the Hackathon page were false, because as the controller of
19 | the G DAO Treasury Wallet, FUNDRAISER.COM OPERATOR had direct visibility into
20 | the wallet’s actual balance — which never exceeded approximately 1.7% of the
21 | advertised \$1,000,000+ prize pool. For purposes of 28 U.S.C. § 1332(a),
22 | FUNDRAISER.COM OPERATOR is, on information and belief, not a citizen of Nevada
23 | — whether as a natural person (whose citizenship is the state of his or her domicile, none
24 | of which is on information and belief Nevada) or as a legal entity (whose citizenship runs
25 | through every member or its state of incorporation and principal place of business).
26 | FUNDRAISER.COM OPERATOR is alleged in the alternative as either a natural person,
27 | a corporation, a partnership, an association, or other legal entity; in either case,
28 |

1 FUNDRAISER.COM OPERATOR is sued in the capacity in which its true legal identity,
2 once disclosed, properly attaches liability. FUNDRAISER.COM OPERATOR is liable
3 under Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and 1964(c)) for the predicate
4 acts alleged at ¶49 in which it participated or which it committed, particularly predicates
5 (a), (h), (q), and (aa); and under Cause 8 (Nevada Civil RICO, NRS 207.400 and
6 NRS 207.470) for the corresponding Nevada predicates pleaded at ¶90c. Plaintiff will
7 substitute the true name of this Defendant upon completion of discovery. (**Exhibits 23,**
8 **24, 25, 34.**)

9
10 5g. Defendant **COBRATATE.COM OPERATOR** (true identity unknown) is
11 the entity that owns, operates, or controls *cobratate.com*, Defendant Tate’s
12 personal-brand domain. *cobratate.com* self-identifies its operator as “**Talisman**
13 **Enterprises,**” an entity that does not appear in any publicly accessible state corporate
14 registry searched by Plaintiff; its true legal form, state of organization, and principal place
15 of business are presently unknown to Plaintiff. The Talisman Enterprises
16 self-identification is documented at *cobratate.com/privacy-policy*, which states:
17 “Effective date: January 16, 2019. Talisman Enterprises (‘us,’ ‘we,’ or ‘our’) operates the
18 *cobratate.com* website (the ‘Service’).” (**Exhibit 36.**) The privacy policy provides no
19 further entity-information disclosure — no state of organization, no registered address, no
20 principal place of business — corroborating the structural-concealment allegations
21 elsewhere in this Complaint. As alleged at ¶5n, Defendant Tristan Tate operates publicly
22 under the *@TateTheTalisman* X/Twitter handle and, on information and belief, operates
23 under or is affiliated with the “Talisman Enterprises” entity self-identified as the operator
24 of *cobratate.com*; Tristan Tate is, on information and belief, the natural person whose true
25 identity stands behind the COBRATATE.COM OPERATOR designation, in addition to
26 or in coordination with Defendant Emory Andrew Tate III. The wordmark
27 **COBRATATE** is a federally registered trademark, U.S. Registration No. 7568611 (Serial
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1 No. 98119801, Class 041), whose current registered owner of record is Defendant
2 **DEFIED TRUST DIGITAL TRADING - FZCO LLC** of Dubai, United Arab
3 Emirates, as shown in USPTO records accessed May 9, 2026. (**Exhibit 20.**) The
4 COBRATATE trademark is one of fifteen (15) registered or applied-for marks in the Tate
5 brand ecosystem held by Defied Trust Digital Trading - FZCO LLC (§5j(i); **Exhibit 22**),
6 the UAE-based intellectual-property holding shell. As alleged at ¶5, on information and
7 belief, the entire Defied Trust trademark portfolio — including the COBRATATE mark
8 — is beneficially owned by Defendant Emory Andrew Tate III. The structural placement
9 of the COBRATATE intellectual property offshore in a UAE free-zone-company shell is
10 consistent with the structural-concealment framework alleged throughout this Complaint
11 and corroborates the alter-ego / instrumentality framing as to COBRATATE.COM
12 OPERATOR. Defendant Emory Andrew Tate III personally operates the verified
13 *@Cobratate* X/Twitter account (¶5), and *cobratate.com* — the domain operated by
14 COBRATATE.COM OPERATOR — is Tate’s personal-brand domain. The integrated
15 *cobratate.com* + *@Cobratate* + COBRATATE-trademark architecture (¶5j) is the
16 consumer-facing infrastructure of Tate’s personal commercial brand, and on information
17 and belief operates under Tate’s direction and for his benefit. As alleged at ¶5, on
18 information and belief, Defendant Emory Andrew Tate III is the organizer, manager,
19 and/or controlling principal of COBRATATE.COM OPERATOR, which is an
20 instrumentality of Tate’s personal control. This Defendant is named because
21 *cobratate.com* is a direct outbound navigation destination from *fundraiser.com*’s main
22 navigation menu — making it the entity to which users following *fundraiser.com*’s
23 outbound contact pathway are directed — and because *cobratate.com* in turn links
24 outbound to *topg.com* (Defendant TOPG.COM OPERATOR), which accepts consumer
25 payments, discloses no legal entity, and is itself publicly designated as a “**Main Sponsor**”
26 of the Hackathon on the *fundraiser.com/hackathon* page (**Exhibit 15**). *cobratate.com* is
27 therefore the navigation hub through which users are routed from *fundraiser.com* to
28

1 | topg.com — one of the Hackathon’s own designated Main Sponsors. The fundraiser.com
2 | contact interface contains a link that routes users to *cobratate.com/contact* (**Exhibit 17**),
3 | where a contact submission form purports to connect the user directly with Defendant
4 | Andrew Tate. The form is built on the *formsprees.io* backend — a third-party
5 | email-collection service — meaning that each submission transmits the user’s name and
6 | email address to formsprees.io for delivery to the form owner and, on information and
7 | belief, for enrollment of the submitter into a commercial email list operated by or for the
8 | benefit of the Defendants, rather than initiating any direct personal communication with
9 | Tate. (**Exhibit 37**.) Upon submission, the Formsprees backend transmits back to the user
10 | an automated “Action Changes Lives” reply email from *noreply@formspreesmail.com*
11 | directing the recipient onward to *cobratate.com/form* and to
12 | *www.cobratate.com/warroom* (**Exhibit 65**). *Cobratate.com/form* is a 21-field
13 | lead-qualification quiz that, depending on how the user answers its branching questions,
14 | routes the user toward paid signup at either *jointherealworld.com* or *thewarroom.ag*
15 | (**Exhibit 66**; ¶50). COBRATATE.COM OPERATOR therefore operates not merely as a
16 | contact-data harvester but as the upstream gatekeeper of the *cobratate.com/contact* →
17 | *cobratate.com/form* → *thewarroom.ag* (or *jointherealworld.com*) paid-signup funnel,
18 | channeling every participant who follows fundraiser.com’s only outbound contact
19 | pathway into that monetization architecture. Upon information and belief, this mechanism
20 | adds the submitting user’s contact data to the commercial email list and marketing
21 | distribution network of this Defendant (COBRATATE.COM OPERATOR) and of the
22 | other named Defendants cooperating in the alleged scheme — including Defendant Tate,
23 | Defendant Tristan Tate, FUNDRAISER.COM OPERATOR,
24 | JOINTHEREALWORLD.COM OPERATOR, TOPG.COM OPERATOR,
25 | NEWERALEARNING.NET OPERATOR, UNIVERSITY.COM OPERATOR,
26 | THEWARROOM.AG OPERATOR, and the brand-holder Defied Trust Digital Trading
27 | FZCO — without disclosure to the user of that purpose. This contact-routing mechanism
28 |

1 | functioned as a centralized participant data-acquisition pipeline operating across
2 | fundraiser.com and cobratate.com simultaneously, directing Hackathon participants who
3 | used fundraiser.com’s only outbound contact pathway into a *formsfree.io*-powered
4 | commercial subscriber and lead-capture system. The interconnected platforms directed
5 | users through centralized branding, contact, subscription, and promotional funnels that
6 | functioned as coordinated participant acquisition and monetization infrastructure.
7 | **(Exhibit 37.)** COBRATATE.COM OPERATOR is a “person” within the meaning of
8 | 18 U.S.C. § 1961(3) and NRS 207.355 — whether a natural person, corporation,
9 | partnership, association, or other legal entity — capable of being employed by or
10 | associated with the association-in-fact enterprise alleged at ¶48. COBRATATE.COM
11 | OPERATOR is a constituent member of that enterprise and participates in the operation
12 | and management of that enterprise within the meaning of *Reves v. Ernst & Young*, 507
13 | U.S. 170 (1993), as the navigation, branding, and lead-capture hub through which
14 | fundraiser.com’s only outbound contact pathway routes — funneling users into the
15 | coordinated commercial mailing-list and lead-capture pipeline alleged herein. If
16 | COBRATATE.COM OPERATOR is a legal entity, it is directly liable under
17 | NRS 598.0915 and NRS 598.0923 for its own deceptive trade practices alleged herein,
18 | including the operation of the *cobratate.com/contact* channel — the only contact
19 | mechanism made available through fundraiser.com’s outbound navigation, where a
20 | contact submission form purports to connect the user directly with Defendant Tate but, on
21 | information and belief, harvests consumer contact data into a commercial lead-capture
22 | pipeline rather than effecting any direct communication. If COBRATATE.COM
23 | OPERATOR is a natural person, or a group whose constituent members are natural
24 | persons, those persons are personally liable under NRS 598.0979 as managing agents of
25 | the enterprise; their identities are subject to identification through discovery. On
26 | information and belief, COBRATATE.COM OPERATOR knew or should have known
27 | that the contact-form mechanism it operated transmitted consumer name and
28 |

1 | email-address data to *formspreet.io* for inclusion in a commercial mailing-list and
2 | lead-capture pipeline rather than effecting any direct communication with Defendant
3 | Tate, and operated that mechanism with that knowledge for the commercial benefit of the
4 | integrated enterprise. For purposes of 28 U.S.C. § 1332(a), COBRATATE.COM
5 | OPERATOR is, on information and belief, not a citizen of Nevada — whether as a
6 | natural person (whose citizenship is the state of his or her domicile, none of which is on
7 | information and belief Nevada) or as a legal entity (whose citizenship runs through every
8 | member or its state of incorporation and principal place of business).
9 | COBRATATE.COM OPERATOR is alleged in the alternative as either a natural person,
10 | a corporation, a partnership, an association, or other legal entity; in either case,
11 | COBRATATE.COM OPERATOR is sued in the capacity in which its true legal identity,
12 | once disclosed, properly attaches liability. COBRATATE.COM OPERATOR is liable
13 | under Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and 1964(c)) for the predicate
14 | acts alleged at ¶49 in which it participated or which it committed, particularly
15 | predicate (f); and under Cause 8 (Nevada Civil RICO, NRS 207.400 and NRS 207.470)
16 | for the corresponding Nevada predicates pleaded at ¶90c. Plaintiff will substitute the true
17 | name of this Defendant upon completion of discovery.
18 |

19 | 5h. Defendant **JOINTHEREALWORLD.COM OPERATOR** (true identity
20 | unknown) is the entity that owns, operates, or controls *jointherealworld.com*, the primary
21 | consumer-facing subscription portal through which Real World memberships are sold and
22 | payments are collected. The wordmark **THE REAL WORLD** is a federally registered
23 | trademark, U.S. Registration No. 8238028 (Serial No. 98119587, Class 041), whose
24 | current registered owner of record is Defendant **DEFIED TRUST DIGITAL**
25 | **TRADING - FZCO LLC** of Dubai, United Arab Emirates. (**Exhibit 19.**) The **THE**
26 | **REAL WORLD** trademark is one of fifteen (15) registered or applied-for marks in the
27 | Tate brand ecosystem held by Defied Trust Digital Trading - FZCO LLC (¶5j(i); **Exhibit**
28 |

1 | 22). As alleged at ¶5, on information and belief, the entire Defied Trust trademark
2 | portfolio — including THE REAL WORLD — is beneficially owned by Defendant
3 | Emory Andrew Tate III; the structural placement of THE REAL WORLD intellectual
4 | property offshore in a UAE free-zone-company shell is consistent with the
5 | structural-concealment framework alleged throughout this Complaint. This Defendant is
6 | named on two independent grounds: (1) The Real World — whose primary subscription
7 | portal is jointtherealworld.com — was designated as a “**Main Sponsor**” on the Hackathon
8 | page; The Real World’s Privacy Policy at jointtherealworld.com identifies Thrifty
9 | Consulting LLC as its U.S. distribution partner, making this the only sponsor in the
10 | network that discloses a verifiably registered U.S. entity (**Exhibit 16**); and
11 | (2) fundraiser.com contains a direct outbound navigation link to jointtherealworld.com in
12 | its main menu (**Exhibit 17**); moreover, fundraiser.com and jointtherealworld.com share
13 | the same Google Tag Manager container ID in their site source code — a backend
14 | account-level integration not visible to the public — consistent with common operational
15 | control of both sites (**Exhibit 18**); separately, fundraiser.com required applicants to hold
16 | an active Real World account when applying for funding through the platform at
17 | fundraiser.com/apply, with accounts available through The Real World’s portals
18 | including jointtherealworld.com. The site’s disclosed ownership is largely fictitious: at the
19 | bottom of the jointtherealworld.com Privacy Policy page
20 | (<https://www.jointtherealworld.com/privacy>), the site names “New Era Learning LLC,”
21 | “Thrifty Consulting LLC,” and “Legendary Courses LLC” as the entities responsible for
22 | the platform — but, as set forth in ¶5a, **New Era Learning LLC does not appear as a**
23 | **currently registered entity in the Delaware Division of Corporations’ records** (and
24 | the UK namesake New Era Learning Ltd was dissolved on 30 November 2021), and
25 | **Legendary Courses LLC does not exist in Delaware’s corporate records**. Of the three
26 | entities disclosed in the jointtherealworld.com Privacy Policy, only Thrifty Consulting
27 | LLC exists as a currently registered legal entity. JOINTTHEREALWORLD.COM
28 |

1 OPERATOR is itself the consumer-facing actor making the “Owned and Managed by
2 New Era Learning LLC” representation on the jointtherealworld.com Privacy Policy (¶5a;
3 **Exhibit 16**) — a representation that, as alleged at ¶5a, refers to an entity that does not
4 appear in U.S. or UK corporate records, and is itself a deceptive trade practice under
5 NRS 598.0923(3). JOINTHEREALWORLD.COM OPERATOR is identified by
6 NEWERALEARNING.NET OPERATOR (¶51) as one of “**our platforms**” on the
7 neweralearning.net hub-links section (**Exhibit 46**), corroborating common operational
8 control of jointtherealworld.com, university.com, and neweralearning.net under the New
9 Era Learning trade name. JOINTHEREALWORLD.COM OPERATOR is the **sales**
10 **destination** of the conversion pipeline operated through fundraiser.com (¶5f(d)) —
11 Hackathon participants and traffic captured through fundraiser.com’s outbound contact
12 pathway are channeled into jointtherealworld.com subscription purchases, the revenue
13 from which is processed by Thrifty Consulting LLC (¶5b), routed upstream to Thrift
14 Technologies LLC (¶5d), and personally managed by Defendant Andrew Joslin (¶5e).
15 JOINTHEREALWORLD.COM OPERATOR is directly responsible for the coordinated
16 “**SOLD OUT**” display on the \$499/month “Vanguard” tier of its consumer-facing pricing
17 page (**Exhibit 45**), which, on information and belief, was a false representation designed
18 to operate as a false-anchoring and false-scarcity device inducing \$99/month “Conquer”
19 tier subscription purchases (predicate (p)). As alleged at ¶5, on information and belief,
20 Defendant Emory Andrew Tate III is the organizer, manager, and/or controlling principal
21 of JOINTHEREALWORLD.COM OPERATOR, which is an instrumentality of Tate’s
22 personal control. JOINTHEREALWORLD.COM OPERATOR is a “person” within the
23 meaning of 18 U.S.C. § 1961(3) and NRS 207.355 — whether a natural person,
24 corporation, partnership, association, or other legal entity — capable of being employed
25 by or associated with the association-in-fact enterprise alleged at ¶48.
26 JOINTHEREALWORLD.COM OPERATOR is a constituent member of that enterprise
27 and participates in the operation and management of that enterprise within the meaning of
28

1 | *Reves v. Ernst & Young*, 507 U.S. 170 (1993), as the primary consumer-facing
2 | subscription portal through which Real World memberships are sold and through which
3 | lending-arm applicants channeled from fundraiser.com/apply (¶5f(b)) were required to
4 | maintain active subscriptions. If JOINTHEREALWORLD.COM OPERATOR is a legal
5 | entity, it is directly liable under NRS 598.0915 and NRS 598.0923 for its own deceptive
6 | trade practices alleged herein, including operating the platform publicly designated as a
7 | “Main Sponsor” of the Hackathon (**Exhibit 15**), displaying the false “Owned and
8 | Managed by New Era Learning LLC” representation on its consumer-facing Privacy
9 | Policy (¶5a; **Exhibit 16**), and operating the coordinated false-scarcity \$499/month
10 | “Vanguard” tier “SOLD OUT” display alleged at predicate (p) and **Exhibit 45**. If
11 | JOINTHEREALWORLD.COM OPERATOR is a natural person, or a group whose
12 | constituent members are natural persons, those persons are personally liable under
13 | NRS 598.0979 as managing agents of the enterprise; their identities are subject to
14 | identification through discovery. On information and belief,
15 | JOINTHEREALWORLD.COM OPERATOR knew or should have known that the Main
16 | Sponsor designation on the Hackathon page was an active sponsorship representation as
17 | to which the operator was bound to deliver actual sponsorship support, that the “Owned
18 | and Managed by New Era Learning LLC” representation on its own Privacy Policy
19 | referred to an entity that does not appear in any U.S. or UK corporate registry as currently
20 | registered, and that the \$499/month “Vanguard” tier coordinated “SOLD OUT” display
21 | across jointtherealworld.com and university.com was operated to induce \$99/month
22 | subscription purchases through false anchoring and false scarcity. For purposes of
23 | 28 U.S.C. § 1332(a), JOINTHEREALWORLD.COM OPERATOR is, on information and
24 | belief, not a citizen of Nevada — whether as a natural person (whose citizenship is the
25 | state of his or her domicile, none of which is on information and belief Nevada) or as a
26 | legal entity (whose citizenship runs through every member or its state of incorporation
27 | and principal place of business). JOINTHEREALWORLD.COM OPERATOR is alleged
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1 in the alternative as either a natural person, a corporation, a partnership, an association, or
2 other legal entity; in either case, JOINTHEREALWORLD.COM OPERATOR is sued in
3 the capacity in which its true legal identity, once disclosed, properly attaches liability.
4 JOINTHEREALWORLD.COM OPERATOR is liable under Cause 1 (Federal Civil
5 RICO, 18 U.S.C. §§ 1962(c) and 1964(c)) for the predicate acts alleged at ¶49 in which it
6 participated or which it committed, particularly predicates (c), (i), (i-a), and (p); and under
7 Cause 8 (Nevada Civil RICO, NRS 207.400 and NRS 207.470) for the corresponding
8 Nevada predicates pleaded at ¶90c. Plaintiff names this Defendant separately to capture
9 any undisclosed beneficial owner and will substitute the true name upon completion of
10 discovery.

11
12 5i. Defendant **TOPG.COM OPERATOR** (true identity unknown) is the entity
13 that owns, operates, or controls *topg.com*. The wordmark **TOP G** is a federally registered
14 trademark, U.S. Registration No. 8037966 (Serial No. 99017110, Class 025 — clothing
15 and apparel), whose current registered owner of record is Defendant **DEFIED TRUST**
16 **DIGITAL TRADING - FZCO LLC** of Dubai, United Arab Emirates. (**Exhibit 21**.) The
17 TOP G trademark is one of fifteen (15) registered or applied-for marks in the Tate brand
18 ecosystem held by Defied Trust Digital Trading - FZCO LLC (¶5j(i); **Exhibit 22**). As
19 alleged at ¶5, on information and belief, the entire Defied Trust trademark portfolio —
20 including TOP G — is beneficially owned by Defendant Emory Andrew Tate III; the
21 structural placement of the TOP G intellectual property offshore in a UAE
22 free-zone-company shell is consistent with the structural-concealment framework alleged
23 throughout this Complaint. Upon information and belief, the topg.com Operator is owned
24 or controlled by Tate or a Tate-affiliated entity; the USPTO trademark registrant DEFIED
25 TRUST DIGITAL TRADING - FZCO LLC is, on information and belief, the beneficial
26 owner or licensor of the topg.com domain and the TOP G brand. topg.com accepts
27 consumer payments and discloses no corporate owner, operator, or legal entity anywhere
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1 on the site. This Defendant is named on two independent grounds: (1) the “TOP G” logo
2 is displayed as a **Main Sponsor** on the fundraiser.com/hackathon page under the public
3 representation that sponsors “support and fund this groundbreaking event,” creating direct
4 liability for that sponsorship representation (**Exhibit 15**); and (2) topg.com is reachable
5 through fundraiser.com’s outbound navigation chain via cobratate.com — placing
6 topg.com within the navigation architecture of the event platform and as the terminal
7 destination of the fundraiser.com → cobratate.com → topg.com pathway alleged at ¶5g.
8 Materially, the TOP G mark is federally registered in International Class 025 — clothing
9 and apparel — not as an educational, AI, or technology services mark. The designation of
10 an apparel-class trademark as a “Main Sponsor” of an AI Hackathon, without any
11 apparent natural connection between the registered apparel mark and the contest subject
12 matter, is itself a misleading representation: a reasonable consumer viewing the “TOP G”
13 Main Sponsor designation on the Hackathon page would understand “TOP G” to be
14 sponsoring and funding the contest in some meaningful sense, when in fact the mark is
15 registered for clothing and apparel and is held by an offshore UAE shell entity that, on
16 information and belief, neither provided actual sponsorship funding nor any other
17 commercial support to the Hackathon. Through its position as the terminal navigation
18 destination of the fundraiser.com → cobratate.com → topg.com pathway (¶5g),
19 TOPG.COM OPERATOR participates in the coordinated commercial mailing-list and
20 lead-capture pipeline alleged at ¶5f(c) and ¶5g. The absence of any disclosed entity name,
21 terms of service, or contact information on topg.com — paralleled by the same structural
22 absences on fundraiser.com (¶5f) — is consistent with the structural-concealment
23 framework alleged throughout this Complaint. As alleged at ¶5, on information and
24 belief, Defendant Emory Andrew Tate III is the organizer, manager, and/or controlling
25 principal of TOPG.COM OPERATOR, which is an instrumentality of Tate’s personal
26 control. TOPG.COM OPERATOR is a “person” within the meaning of 18 U.S.C.
27 § 1961(3) and NRS 207.355 — whether a natural person, corporation, partnership,
28

1 association, or other legal entity — capable of being employed by or associated with the
2 association-in-fact enterprise alleged at ¶48. TOPG.COM OPERATOR is a constituent
3 member of that enterprise and participates in the operation and management of that
4 enterprise within the meaning of *Reves v. Ernst & Young*, 507 U.S. 170 (1993), as a
5 publicly designated Main Sponsor of the Hackathon and as the terminal navigation
6 destination of the fundraiser.com → cobratate.com → topg.com outbound contact
7 pathway alleged at ¶5g. If TOPG.COM OPERATOR is a legal entity, it is directly liable
8 under NRS 598.0915 and NRS 598.0923 for its own deceptive trade practices alleged
9 herein, including operating the platform whose logo was publicly designated as a “Main
10 Sponsor” of the Hackathon (**Exhibit 15**) under the representation that sponsors “support
11 and fund this groundbreaking event,” while topg.com discloses no corporate owner,
12 operator, or legal entity anywhere on the site. If TOPG.COM OPERATOR is a natural
13 person, or a group whose constituent members are natural persons, those persons are
14 personally liable under NRS 598.0979 as managing agents of the enterprise; their
15 identities are subject to identification through discovery. On information and belief,
16 TOPG.COM OPERATOR knew or should have known that the Main Sponsor
17 designation on the Hackathon page was an active sponsorship representation as to which
18 the operator was bound to deliver actual sponsorship support, and that the absence of any
19 disclosed legal entity on topg.com itself precluded a reasonable consumer from
20 identifying or verifying the entity making that sponsorship representation. For purposes of
21 28 U.S.C. § 1332(a), TOPG.COM OPERATOR is, on information and belief, not a
22 citizen of Nevada — whether as a natural person (whose citizenship is the state of his or
23 her domicile, none of which is on information and belief Nevada) or as a legal entity
24 (whose citizenship runs through every member or its state of incorporation and principal
25 place of business). TOPG.COM OPERATOR is alleged in the alternative as either a
26 natural person, a corporation, a partnership, an association, or other legal entity; in either
27 case, TOPG.COM OPERATOR is sued in the capacity in which its true legal identity,
28

1 | once disclosed, properly attaches liability. TOPG.COM OPERATOR is liable under
2 | Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and 1964(c)) for the predicate acts
3 | alleged at ¶49 in which it participated or which it committed, particularly predicates (e)
4 | and (aa); and under Cause 8 (Nevada Civil RICO, NRS 207.400 and NRS 207.470) for
5 | the corresponding Nevada predicates pleaded at ¶90c. TOPG.COM OPERATOR’s true
6 | identity will be established through discovery. Plaintiff will substitute the true name of
7 | this Defendant upon completion of discovery.

8 | 5j. Defendant **DEFIED TRUST DIGITAL TRADING - FZCO LLC** (“Defied
9 | Trust”) is a free zone company organized under the laws of the United Arab Emirates and
10 | registered at Dubai Silicon Oasis, DDP, Building A2, Dubai, United Arab Emirates, per
11 | its USPTO filings. Defied Trust is the current registered owner, as of May 9, 2026, of the
12 | following United States federal trademark registrations relevant to this action: (1) THE
13 | REAL WORLD, U.S. Reg. No. 8238028, Serial No. 98119587 (Class 041 — education
14 | and entrepreneurship services) (**Exhibit 19**) — used as a designated Main Sponsor
15 | identifier on the fundraiser.com hackathon page; (2) TOP G, U.S. Reg. No. 8037966,
16 | Serial No. 99017110 (Class 025 — clothing and apparel) (**Exhibit 21**) — used as a
17 | designated Main Sponsor identifier on the fundraiser.com hackathon page; and (3)
18 | COBRATATE, U.S. Reg. No. 7568611, Serial No. 98119801 (Class 041 —
19 | entertainment and variety content services) (**Exhibit 20**) — the trademark associated with
20 | Tate’s personal brand and the cobratate.com domain, which is directly linked from
21 | fundraiser.com’s navigation menu and named herein as Defendant COBRATATE.COM
22 | OPERATOR.

24 | 5j(i). A full USPTO owner search for “DEFIED TRUST DIGITAL TRADING”
25 | returns **fifteen (15) trademark records** under this single registrant. (**Exhibit 22.**) **Every**
26 | **one of the fifteen marks is exclusively and directly associated with the Andrew Tate**
27 | **brand ecosystem** — none is unrelated to the Tate enterprise. The fifteen registered or
28 |

1 applied-for marks are: THE REAL WORLD; COBRATATE; TOP G (two separate
2 registrations); TOPG; TOP G SUPPLEMENTS; TATE SPEECH; TATE SPEECH
3 EMERGENCY MEETING (two applications); TATE CONFIDENTIAL (two
4 applications); EMERGENCY MEETING; HUSTLERS UNIVERSITY;
5 JOINTHEREALWORLD; and ANDREW TATE UNIVERSITY. Of the fifteen, three
6 bear a “Dead” status — HUSTLERS UNIVERSITY (Serial No. 98119561), one
7 application for TATE SPEECH EMERGENCY MEETING (Serial No. 98119748), and
8 one application for TATE CONFIDENTIAL (Serial No. 98120140) — while the
9 remaining twelve are live. The complete absence of any trademark unrelated to Tate’s
10 personal brand among Defied Trust’s fifteen registrations is consistent with Defied Trust
11 functioning exclusively as an intellectual property holding vehicle for the Tate enterprise,
12 rather than as an independent commercial entity.

13
14 5j(ii). Defied Trust maintains a corporate website at defiedtrust.com. Inspection
15 of that website on May 9, 2026 revealed the following: (a) the address displayed on
16 defiedtrust.com is “Dubai Silicon Oasis, Building A1, Dubai, UAE,” which differs by one
17 character from the address of record in Defied Trust’s USPTO filings — “Building A2”
18 — an internal inconsistency that calls into question the accuracy of one or both
19 disclosures; (b) the contact telephone number displayed on the site — +971 4 123 4567
20 — is a plainly sequential placeholder number, not a functioning Dubai business
21 telephone; (c) every “Learn More” hyperlink associated with each advertised service
22 resolves to “#” and produces no content, rendering all service descriptions non-navigable;
23 (d) navigation and footer links throughout the site are similarly non-functional; and (e) the
24 services advertised on defiedtrust.com — software development, real estate brokerage,
25 management consulting, and project management — bear no relationship to the fifteen
26 trademarks Defied Trust holds, all of which are entertainment, education, and apparel
27 marks in the Andrew Tate brand ecosystem. Taken together, defiedtrust.com exhibits
28

1 characteristics consistent with a facade corporate website: placeholder contact data,
2 inoperative hyperlinks, address discrepancies, and services entirely disconnected from the
3 entity’s only verifiable U.S.-facing activity (federal trademark registration). These facts
4 support an inference that Defied Trust exists as an IP holding shell for the Tate enterprise,
5 not as an independent operating business, and that its interposition between the Tate
6 defendants and their U.S. trademark portfolio is, upon information and belief, designed to
7 obscure beneficial ownership and complicate enforcement.

8
9 5j(iii). By filing fifteen trademark applications with and obtaining registrations
10 from the United States Patent and Trademark Office, Defied Trust purposefully availed
11 itself of the privilege of conducting activities under United States federal intellectual
12 property law, which is sufficient to establish minimum contacts with the United States.
13 Defied Trust is liable as the entity that authorized, permitted, or ratified the use of its
14 federally registered marks in connection with the fraudulent Hackathon sponsorship
15 representations; and as the entity that exercises ultimate brand control over the network of
16 sites — cobratate.com, jointherealworld.com, and topg.com — whose connected
17 navigation and shared backend tracking code establish common operational control with
18 fundraiser.com. Plaintiff will seek leave to amend to add further claims against Defied
19 Trust as discovery reveals the full scope of its role in the enterprise. Upon information
20 and belief, Defied Trust is a citizen of a foreign state (United Arab Emirates) for purposes
21 of 28 U.S.C. § 1332. Defied Trust is a “person” within the meaning of 18 U.S.C.
22 § 1961(3) and NRS 207.355, capable of being employed by or associated with the
23 association-in-fact enterprise alleged at ¶48. Defied Trust is a constituent member of that
24 enterprise and participates in the operation and management of that enterprise within the
25 meaning of *Reves v. Ernst & Young*, 507 U.S. 170 (1993), as the offshore
26 intellectual-property-holding entity that owns and controls the federally registered
27 trademark portfolio deployed across the consumer-facing OPERATOR domains alleged
28

1 at ¶¶5f, 5g, 5h, 5i, 5l, and 5m. Defied Trust is directly liable under NRS 598.0915 and
2 NRS 598.0923 for its own deceptive trade practices alleged herein, including
3 (a) authorizing, permitting, or ratifying the deployment of the THE REAL WORLD and
4 TOP G trademarks as “Main Sponsor” identifiers on the Hackathon page (**Exhibit 15**) by
5 entities that, on information and belief, neither provided actual sponsorship funding nor
6 any other commercial support to the Hackathon, and (b) maintaining a facade corporate
7 website at defiedtrust.com (¶5j(ii)) advertising services unrelated to the entity’s actual
8 U.S.-facing trademark-holding activity. As alleged at ¶5, on information and belief, the
9 entire Defied Trust trademark portfolio is beneficially owned by Defendant Emory
10 Andrew Tate III, and Defied Trust operates as an offshore intellectual-property-holding
11 instrumentality of Tate’s personal control. On information and belief, Defied Trust has
12 not entered into arm’s-length licensing agreements with the consumer-facing
13 OPERATOR domains that deploy its trademarks; rather, the marks are deployed across
14 the Tate-controlled enterprise without any formal license-granting structure that would be
15 expected between unaffiliated parties. The absence of such a structure is consistent with
16 the alter-ego / single-enterprise framing alleged herein. Defied Trust occupies the
17 offshore-intellectual-property-holding role within the broader structural-concealment
18 framework alleged throughout this Complaint — paralleling the role of Thrifty
19 Consulting LLC, Thrift Technologies LLC, and Defendant Andrew Joslin in the
20 offshore-subscription-revenue-transmission framework alleged at ¶¶5b, 5d, and 5e. The
21 combined structural architecture — offshore intellectual-property holding plus offshore
22 subscription-revenue transmission plus offshore beneficial ownership — is, on
23 information and belief, designed to obscure beneficial ownership of both the brand assets
24 and the subscription revenue generated by the Tate enterprise. Defied Trust is sued in its
25 corporate capacity for the acts and omissions alleged herein.
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1 5j(iv). Further inspection of defiedtrust.com on May 17, 2026 reveals additional
2 structural facts material to Defied Trust’s actual role in the Tate enterprise. **(a) The**
3 **contact page disclosed an X/Twitter handle that defiedtrust.com itself does not**
4 **connect to its advertised services.** The defiedtrust.com Contact page (**Exhibit 62**)
5 discloses the X/Twitter handle *@DefiedTrust* under the “Follow Us” heading, alongside
6 the placeholder Dubai address (Building A1, conflicting with USPTO Building A2), the
7 placeholder telephone number (+971 4 123 4567), and the *onboarding@defiedtrust.com*
8 email. **(b) The @DefiedTrust handle posts a Solana wallet address.** On November 1,
9 2022, the *@DefiedTrust* account publicly posted the Solana wallet address
10 **5FUWfshEoHrqKHPg4fY1ZI7AjJVJglOS** and engaged *@sonderdao* (a
11 Solana-ecosystem participant) in connection with wallet-connection activity (**Exhibit 63**),
12 confirming Defied Trust’s operational presence on the Solana blockchain — the same
13 blockchain on which the \$DADDY token scheme alleged at ¶49(z) (Exhibits 58–59) and
14 the Bangchain-named cryptocurrency token alleged at ¶22 and predicate (m) are
15 deployed. **(c) The @DefiedTrust handle’s broader public posting history discloses**
16 **Defied Trust as a crypto/launchpad business with KYC-compliance obligations.**
17 Public posts on the *@DefiedTrust* X account (**Exhibit 64**) include, on information and
18 belief: (i) **May 23, 2021** — promoting “**Defied Bank**” under *#bitcoin* and linking
19 *@cointelegraph*; (ii) **February 22, 2022** — sharing financial-press content about bankers
20 leaving traditional banking for crypto; and (iii) **March 21, 2022** — “Due to our **KYC**
21 **providers’** terms of service, we will no longer be able to accept buyers from Russia” with
22 hashtags *#crypto #launchpad #defiedtrust*, disclosing that *@DefiedTrust* operates a
23 regulated cryptocurrency launchpad business with KYC-compliance obligations. The
24 *@DefiedTrust* X activity demonstrates that Defied Trust **actually operates a**
25 **crypto/launchpad business on the Solana blockchain**, which is wholly inconsistent
26 with defiedtrust.com’s advertised services (software development, real estate brokerage,
27 management consulting, and project management) — corroborating the
28

1 structural-concealment framework alleged at ¶5j(ii) and connecting Defied Trust directly
2 to the cryptocurrency-token-issuance arc alleged in Cause 1 (Federal Civil RICO under
3 18 U.S.C. §§ 1962(c) and 1964(c), with wire-fraud predicate acts at ¶49 — particularly
4 predicate (f) (Tate-as-sponsor and intellectual-property appropriation), predicate (m)
5 (unauthorized Bangchain-named cryptocurrency token issuance), and predicate (z)
6 (\$DADDY token co-promotion)), Cause 7 (Civil Conspiracy — objective (C) crypto
7 pump-and-dump), and Cause 8 (Nevada Civil RICO — Predicate B under
8 NRS 207.360(32) and NRS 90.570).

9
10 5k. Defendant **ISSA** (true name unknown; online alias @issathecooker on
11 X/Twitter and Telegram) is an individual whose true legal identity is currently unknown
12 to Plaintiff and is subject to identification through discovery or subpoena of X/Twitter
13 and Telegram records. Issa is named as a defendant based on the following independently
14 corroborated facts: (1) Issa contacted Bryan Mitchell on Telegram within minutes of
15 Defendant Tate’s X/Twitter direct message soliciting Bryan’s Telegram contact, opening
16 with “andrew told me to text you,” establishing that Issa operated at Tate’s direction
17 (**Exhibits 30, 31**); (2) Tate’s X/Twitter direct message to Bryan Mitchell expressly
18 represented that the “Head of hackathon” wanted to reach out (**Exhibit 30**), and Issa
19 contacted Bryan within minutes thereafter at Tate’s direction (opening with “andrew told
20 me to text you”), thereby occupying the “Head of hackathon” role by Tate’s express
21 designation ratified by Issa’s immediate follow-up; Issa further identified himself to
22 Bryan as the developer of the \$DADDY cryptocurrency token and stated he had “handled
23 a lot of very successful CTOs,” identifying himself as a serial cryptocurrency promotion
24 operator (**Exhibit 31**). Issa’s self-identification to Bryan Mitchell as the developer of
25 \$DADDY — made in the same Telegram conversation in which Issa contacted Bryan
26 within minutes of Tate’s X/Twitter DM representing that the “Head of hackathon” would
27 reach out and collecting Bryan’s Telegram contact (**Exhibit 30**), opening with “andrew
28

1 | told me to text you” (**Exhibit 31**) — is directly corroborated by Defendant Tate’s public
2 | on-camera admission that “somebody else created DaddyCoin, and then I decided to work
3 | with him” (**Exhibit 56** at 00:08–12), an admission against interest in which Tate first
4 | claimed personal authorship of \$DADDY and then self-corrected to identify an unnamed
5 | third-party developer with whom Tate then chose to “work.” The chain — Tate’s DM
6 | directing the “Head of hackathon” to Bryan (**Exhibit 30**); Issa’s immediate ratifying
7 | contact identifying himself as developer of \$DADDY (**Exhibit 31, p. 4**); and Tate’s own
8 | public confirmation of a working relationship with the \$DADDY developer (**Exhibit 56**
9 | at 00:08–12) — independently corroborates Issa as the Tate-affiliated \$DADDY
10 | developer-operator; (3) Issa personally transmitted to Bryan Mitchell — and by extension
11 | to Plaintiff — the requirement that the Bangchain cryptocurrency token supply be locked
12 | up as a condition of placement on the fundraiser.com/hackathon showcase (**Exhibit 31**).
13 | Plaintiff at no time authorized the minting of any “Bangchain” cryptocurrency token;
14 | accordingly, Issa’s transmission of a lock-up-for-placement condition keyed to a token
15 | bearing Plaintiff’s project name that Plaintiff had not authorized constitutes the
16 | quid-pro-quo wire communication at the core of predicate act (m); and (4) Issa then
17 | orchestrated a promotional campaign around the Bangchain token, including instructing
18 | Bryan Mitchell to organize a Twitter Space and stating he would arrange for Tate to join,
19 | constituting coordinated enterprise promotion; and (5) Issa operates a Telegram channel
20 | under the handle @issasthoughts (display name “Issa’s Thoughts”) with 8,952 subscribers
21 | as of May 14, 2026 (**Exhibit 69**) — a channel publicly cross-linked as *t.me/issasthoughts*
22 | directly from the profile of Issa’s own @issathecooker X/Twitter account (the same
23 | X/Twitter handle pleaded at the opening of this paragraph), establishing common operator
24 | identity (**Exhibit 70**) — through which, on information and belief, Issa conducts ongoing
25 | weekly cryptocurrency pump-and-dump promotional activity, independently
26 | corroborating his self-identification as a serial cryptocurrency-promotion operator. Issa
27 | acted as the enterprise’s operational hackathon administrator and cryptocurrency
28 |

1 | promotion coordinator, directing participant-facing conduct and personally executing the
2 | lock-up mechanism through which Plaintiff’s IP was exploited. Issa is a “person” within
3 | the meaning of 18 U.S.C. § 1961(3) and NRS 207.355, capable of being employed by or
4 | associated with the association-in-fact enterprise alleged at ¶48. Issa is a constituent
5 | member of that enterprise and participates in its operation and management within the
6 | meaning of *Reves v. Ernst & Young*, 507 U.S. 170 (1993), as the enterprise’s operational
7 | hackathon administrator and cryptocurrency-promotion coordinator who personally
8 | executed the participant-facing conduct alleged herein. As alleged at ¶5, on information
9 | and belief, Defendant Emory Andrew Tate III is the organizer, manager, and/or
10 | controlling principal of the enterprise, and Issa operated at Tate’s direction — opening his
11 | contact with Bryan Mitchell with the express statement “andrew told me to text you”
12 | (**Exhibits 30, 31**). Issa is personally liable under NRS 598.0979 as a managing agent of
13 | the enterprise’s hackathon and cryptocurrency-promotion operations, and is directly liable
14 | for his own deceptive trade practices under NRS 598.0915 and NRS 598.0923, including
15 | his personal transmission of the “Head of hackathon” representation and his personal
16 | transmission of the unauthorized-token quid-pro-quo communication. On information and
17 | belief, Issa knew that the Bangchain token had been minted bearing the name of
18 | Plaintiff’s AI project without authorization — because Issa, identified to Bryan Mitchell
19 | as the developer of the \$DADDY token and as the operator who had “handled a lot of
20 | very successful CTOs,” was the participant transmitting the lock-up-for-placement
21 | condition for a token bearing Plaintiff’s project name that Plaintiff had not authorized —
22 | and knew that the lock-up condition he personally executed was the mechanism through
23 | which Plaintiff’s intellectual property was exploited. Issa is sued in his individual
24 | capacity for the acts and omissions alleged herein. On information and belief, Issa is a
25 | citizen of Iran — a fact further corroborated by the Iranian flag displayed in the bio of his
26 | @issathecooker X/Twitter profile (**Exhibit 70**) — and accordingly, for purposes of
27 | 28 U.S.C. § 1332(a)(2), is a citizen or subject of a foreign state; in any event, he is not a
28 |

1 citizen of Nevada. Plaintiff will substitute Issa’s true legal name upon identification
2 through discovery. Issa is liable under Cause 1 (Federal Civil RICO, 18 U.S.C.
3 §§ 1962(c) and 1964(c)) for the predicate acts alleged at ¶49 in which he participated or
4 which he committed, particularly predicates (f) (cryptocurrency-token-issuance arc) and
5 (m) (the Bangchain quid-pro-quo wire communication); under Cause 7 for the
6 unauthorized cryptocurrency-token-issuance objective, which Issa personally executed by
7 minting the Bangchain token bearing the name of Plaintiff’s AI project without
8 authorization and by personally transmitting the lock-up quid-pro-quo condition; and
9 under Cause 8 (Nevada Civil RICO, NRS 207.400 and NRS 207.470) for the
10 corresponding Nevada predicates pleaded at ¶90c.

11
12 51. Defendant **NEWERALEARNING.NET OPERATOR** (true identity
13 unknown) is the entity that owns, operates, or controls the domain neweralearning.net and
14 the support email address support@neweralearning.net, through which the enterprise
15 processed consumer subscription transactions, responded to refund disputes, and
16 maintained an active support channel for The Real World predecessor platform Hustlers
17 University. This Defendant is named on four independent grounds: (1) The Stripe receipt
18 for Plaintiff’s July 8, 2022 “New Era – HU Membership” subscription lists
19 support@neweralearning.net as the Reply-To address and +40 738 726 440 (a Romanian
20 mobile number) as the consumer support contact, establishing that neweralearning.net
21 was the enterprise’s U.S.-facing consumer support infrastructure and that the enterprise
22 was physically operating from Romania at that time (**Exhibit 44**); (2) the
23 support@neweralearning.net address responded to Plaintiff’s refund request within two
24 minutes, citing a “No Refund Policy” that directly contradicted Andrew Tate’s public
25 “cancel and get your money back” representations, transmitting a false and misleading
26 communication via interstate wire in the course of enforcing the enterprise’s deceptive
27 subscription contract (**Exhibit 44**); (3) Plaintiff’s April 18, 2024 outreach to
28

1 support@neweralearning.net proposing a strategic partnership on the Orifice AI /
2 Bangchain project was transmitted to and, upon information and belief, received by this
3 Defendant nine months before the Hackathon launch, giving the enterprise advance
4 knowledge of the specific project subsequently misappropriated into the Bangchain token
5 scheme (**Exhibit 44**); and (4) neweralearning.net is the branded support domain of
6 Defendant New Era Learning LLC and/or the enterprise operating under that name,
7 establishing NEWERALEARNING.NET OPERATOR as an integral component of the
8 enterprise’s consumer-facing subscription and communications infrastructure
9 continuously from at least July 2022 to the present. neweralearning.net’s “Students love
10 our platforms” section further identifies university.com and jointherealworld.com as “our
11 platforms,” confirming NEWERALEARNING.NET OPERATOR’s ownership or control
12 of both. Both university.com and jointherealworld.com present subscription pricing pages
13 that are structurally and substantively identical: each offers two tiers under identical
14 names — “Conquer” at \$99/month and “Vanguard” at \$499/month — with identical
15 feature listings, an identical “Monthly / Yearly (17% off)” toggle, and an identical
16 diagonal “SOLD OUT” banner displayed across the \$499/month Vanguard tier on both
17 sites. Upon information and belief, the \$499/month Vanguard tier was never actually
18 made available for purchase on either platform and has been displayed in a permanent
19 “SOLD OUT” state at all times — rendering the “SOLD OUT” representation a fictitious
20 and coordinated false-scarcity device designed to create the false impressions that (i)
21 \$99/month is a discounted price relative to a real \$499/month alternative (false
22 anchoring), (ii) supply is limited such that even the \$99/month tier may sell out (artificial
23 urgency), and (iii) other consumers valued the product at \$499/month until supply was
24 depleted (false social proof). Because NEWERALEARNING.NET OPERATOR publicly
25 identifies both university.com and jointherealworld.com as its “platforms” and the
26 deceptive pricing architecture is duplicated across both domains down to the visual
27 banner, the coordinated “SOLD OUT” display was, upon information and belief,
28

1 | orchestrated, authorized, or approved by NEWERALEARNING.NET OPERATOR.
2 | (**Exhibits 45, 46.**) NEWERALEARNING.NET OPERATOR is a “person” within the
3 | meaning of 18 U.S.C. § 1961(3) and NRS 207.355 — whether a natural person,
4 | corporation, partnership, association, or other legal entity — capable of being employed
5 | by or associated with the association-in-fact enterprise alleged at ¶48.
6 | NEWERALEARNING.NET OPERATOR is a constituent member of that enterprise and
7 | participates in its operation and management within the meaning of *Reves v. Ernst &*
8 | *Young*, 507 U.S. 170 (1993), as the operator of a consumer-facing support hub that
9 | publicly claims jointtherealworld.com — itself a designated “**Main Sponsor**” of the
10 | Hackathon (**Exhibit 15**) — as one of “our platforms” on the “Students love our
11 | platforms” section of neweralearning.net (**Exhibit 46**), and that publicly displays the
12 | federally registered **THE REAL WORLD** trademark and brand (U.S. Reg. No. 8238028;
13 | ¶5j(i); **Exhibit 19**) in its presentation of jointtherealworld.com as an owned-or-controlled
14 | platform. By publicly self-identifying as the owner-or-controller of jointtherealworld.com
15 | on its own consumer-facing domain, NEWERALEARNING.NET OPERATOR holds
16 | itself out to the public as the owner-or-controller of a designated Main Sponsor of the
17 | Hackathon, and is alleged to operate and manage the consumer-facing infrastructure of
18 | that Main Sponsor on that basis. The operator’s “our platforms” disclosure also publicly
19 | claims university.com (Defendant UNIVERSITY.COM OPERATOR, ¶5m) as a second
20 | owned-or-controlled platform on identical terms. As alleged at ¶5, on information and
21 | belief, Defendant Emory Andrew Tate III is the organizer, manager, and/or controlling
22 | principal of NEWERALEARNING.NET OPERATOR, which is an instrumentality of
23 | Tate’s personal control. If NEWERALEARNING.NET OPERATOR is a legal entity, it is
24 | directly liable under NRS 598.0915 and NRS 598.0923 for its own deceptive trade
25 | practices alleged herein, including its public self-identification as the owner-or-controller
26 | of jointtherealworld.com (a designated Main Sponsor of the Hackathon) on its own
27 | consumer-facing domain, and its public display of the **THE REAL WORLD** trademark
28 |

1 and brand in that self-identification. If NEWERALEARNING.NET OPERATOR is a
2 natural person, or a group whose constituent members are natural persons, those persons
3 are personally liable under NRS 598.0979 as managing agents of the enterprise; their
4 identities are subject to identification through discovery. On information and belief,
5 NEWERALEARNING.NET OPERATOR knew or should have known that its public
6 claim of jointherealworld.com as one of “our platforms” was an active representation of
7 ownership-or-control over a designated Hackathon Main Sponsor, and that Plaintiff’s
8 April 18, 2024 outreach to support@neweralearning.net regarding the Orifice AI /
9 Bangchain project disclosed the same project name subsequently appropriated into the
10 Bangchain cryptocurrency token nine months later. Additionally, on information and
11 belief, NEWERALEARNING.NET OPERATOR knew or should have known that the
12 coordinated \$499/month Vanguard tier “SOLD OUT” display across the two platforms it
13 publicly claims (jointherealworld.com and university.com) operated as a false-anchoring
14 and false-scarcity device, and that the “No Refund Policy” transmitted from
15 support@neweralearning.net directly contradicted Defendant Tate’s public “cancel and
16 get your money back” representations. For purposes of 28 U.S.C. § 1332(a),
17 NEWERALEARNING.NET OPERATOR is, on information and belief, not a citizen of
18 Nevada — whether as a natural person (whose citizenship is the state of his or her
19 domicile, none of which is on information and belief Nevada) or as a legal entity (whose
20 citizenship runs through every member or its state of incorporation and principal place of
21 business). NEWERALEARNING.NET OPERATOR is alleged in the alternative as either
22 a natural person, a corporation, a partnership, an association, or other legal entity; in
23 either case, NEWERALEARNING.NET OPERATOR is sued in the capacity in which its
24 true legal identity, once disclosed, properly attaches liability.
25 NEWERALEARNING.NET OPERATOR is liable under Cause 1 (Federal Civil RICO,
26 18 U.S.C. §§ 1962(c) and 1964(c)) for the predicate acts alleged at ¶49 in which it
27 participated or which it committed, particularly predicates (e) (operation-or-management
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1 of The Real World subscription-extraction architecture through public self-identification
2 as the owner-or-controller of jointherealworld.com), (j) (false corporate-identity
3 disclosures and false ownership-or-control representations regarding a designated
4 Hackathon Main Sponsor), and (p) (the coordinated \$499/month Vanguard tier “SOLD
5 OUT” false-scarcity device across the platforms it publicly claims); and under Cause 8
6 (Nevada Civil RICO, NRS 207.400 and NRS 207.470) for the corresponding Nevada
7 predicates pleaded at ¶90c. Plaintiff will substitute the true legal name of this Defendant
8 upon identification through discovery.

9
10 5m. Defendant **UNIVERSITY.COM OPERATOR** (true identity unknown) is
11 the entity that owns, operates, or controls university.com, a subscription-based learning
12 platform operating under the name “University.com — The future of education.” This
13 Defendant is named on four independent grounds: (1) university.com presents an identical
14 subscription pricing architecture to jointherealworld.com, offering two tiers — “Conquer”
15 at \$99/month and “Vanguard” at \$499/month — with the \$499/month tier displayed as
16 “SOLD OUT” on both sites; identical tier names, identical price points, identical feature
17 descriptions, and an identical false-scarcity display are consistent with common
18 operational control (**Exhibit 45**); (2) neweralearning.net explicitly identifies University
19 and The Real World as “our platforms” in its “Students love our platforms” section, and
20 provides a “Visit website” outbound link to university.com with the description
21 “University boasts over 115,000+ monthly subscribers and helps people around the world
22 to build income streams by teaching modern wealth creation methods,” establishing that
23 NEWERALEARNING.NET OPERATOR publicly claims university.com as one of its
24 own platforms (**Exhibit 46**); and (3) the coordinated false “SOLD OUT” display on the
25 \$499/month Vanguard tier across both university.com and jointherealworld.com — upon
26 information and belief, a tier that was never available for purchase — constitutes
27 coordinated false-scarcity and false-anchoring deception designed to induce the
28

1 | \$99/month subscription purchase through false representations transmitted via interstate
2 | wire; and (4) on information and belief, the subscription product sold at university.com is
3 | the same Real World digital product sold at jointherealworld.com, and the subscription
4 | payments for both platforms are processed through the same payment-and-subscription
5 | infrastructure operated by Thrifty Consulting LLC (§5b), owned 100% by Thrift
6 | Technologies LLC (§5d), and personally directed by Defendant Andrew Joslin (§5e) —
7 | meaning that subscription revenue from university.com flows through the same upstream
8 | payment chain and offshore-transmission architecture pleaded at §§ 5b, 5d, and 5e as
9 | subscription revenue from jointherealworld.com; in the alternative under Fed. R. Civ. P.
10 | 8(d)(2), to the extent discovery reveals that university.com utilizes a payment-processing
11 | infrastructure separate from Thrifty Consulting LLC, Thrift Technologies LLC, and
12 | Defendant Andrew Joslin while delivering the same Real World digital product and
13 | subscription service as jointherealworld.com, that separate infrastructure constitutes an
14 | additional layer of structural concealment — operating parallel payment channels to
15 | obscure beneficial ownership and frustrate enterprise-wide enforcement — and the Doe
16 | Defendants and Roe Corporations identified at §7 include the operators of any such
17 | separate payment infrastructure, to be substituted upon identification through discovery;
18 | and (5) **on information and belief, university.com operates as a masked secondary**
19 | **product-delivery system for jointherealworld.com**, delivering the same Real World
20 | digital product and subscription service through a parallel domain and consumer-facing
21 | brand. Because the THE REAL WORLD trade name and jointherealworld.com are
22 | publicly designated Main Sponsors of the fundraiser.com Hackathon at issue in this
23 | Complaint (§5h; **Exhibit 15**), university.com operates as the **fallback channel** through
24 | which the same Tate-enterprise subscription monetization continues even if
25 | THE REAL WORLD / jointherealworld.com is exposed, restrained, enjoined, or
26 | otherwise rendered inoperable as a result of its Hackathon-sponsorship liability.
27 | UNIVERSITY.COM OPERATOR thereby functions as the **structural-concealment**
28 |

1 **redundancy** for JOINTHEREALWORLD.COM OPERATOR’s role in the enterprise,
2 ensuring continuity of subscription extraction across the named-defendant sponsors even
3 under enforcement pressure. UNIVERSITY.COM OPERATOR is a “person” within the
4 meaning of 18 U.S.C. § 1961(3) and NRS 207.355 — whether a natural person,
5 corporation, partnership, association, or other legal entity — capable of being employed
6 by or associated with the association-in-fact enterprise alleged at ¶48.
7 UNIVERSITY.COM OPERATOR is a constituent member of that enterprise and
8 participates in its operation and management within the meaning of *Reves v. Ernst &*
9 *Young*, 507 U.S. 170 (1993), on the four grounds enumerated as (1), (2), (3), and (4)
10 above — the identical subscription-pricing architecture mirroring jointtherealworld.com
11 (itself a designated Main Sponsor of the Hackathon; ¶5h; **Exhibit 15**), the public “our
12 platforms” claim by NEWERALEARNING.NET OPERATOR (¶5l), the coordinated
13 \$499/month Vanguard tier “SOLD OUT” false-scarcity display, and the shared
14 Joslin-directed Thrifty / Thrift Technologies payment infrastructure processing the same
15 Real World digital product sold at jointtherealworld.com — which together establish
16 university.com as the twin subscription-extraction platform operating under common
17 control with jointtherealworld.com within the New Era Learning architecture pleaded at
18 ¶5a, ¶5h, and ¶5l. As alleged at ¶5, on information and belief, Defendant Emory Andrew
19 Tate III is the organizer, manager, and/or controlling principal of UNIVERSITY.COM
20 OPERATOR, which is an instrumentality of Tate’s personal control. If
21 UNIVERSITY.COM OPERATOR is a legal entity, it is directly liable under
22 NRS 598.0915 and NRS 598.0923 for its own deceptive trade practices alleged herein,
23 including the conduct enumerated at grounds (1)–(4) above and the operation of a
24 consumer-facing subscription platform that discloses no privacy policy, no terms of
25 service, and no entity-information disclosure naming any legal entity. If
26 UNIVERSITY.COM OPERATOR is a natural person, or a group whose constituent
27 members are natural persons, those persons are personally liable under NRS 598.0979 as
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1 | managing agents of the enterprise; their identities are subject to identification through
2 | discovery. On information and belief, UNIVERSITY.COM OPERATOR knew or should
3 | have known that the coordinated conduct enumerated at grounds (1)–(4) above reflected
4 | common operational control of university.com within the enterprise and operated as a
5 | coordinated false-anchoring and false-scarcity device designed to induce \$99/month
6 | subscription purchases. For purposes of 28 U.S.C. § 1332(a), UNIVERSITY.COM
7 | OPERATOR is, on information and belief, not a citizen of Nevada — whether as a
8 | natural person (whose citizenship is the state of his or her domicile, none of which is on
9 | information and belief Nevada) or as a legal entity (whose citizenship runs through every
10 | member or its state of incorporation and principal place of business).
11 | UNIVERSITY.COM OPERATOR is alleged in the alternative as either a natural person,
12 | a corporation, a partnership, an association, or other legal entity; in either case,
13 | UNIVERSITY.COM OPERATOR is sued in the capacity in which its true legal identity,
14 | once disclosed, properly attaches liability. UNIVERSITY.COM OPERATOR is liable
15 | under Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and 1964(c)) for the predicate
16 | acts alleged at ¶49 in which it participated or which it committed, particularly predicates
17 | (c) and (d) (subscription-payment infrastructure operating through the Joslin-directed
18 | Thrifty / Thrift Technologies chain), (e) (subscription-extraction architecture), (j) (false
19 | corporate-identity disclosures and operation of a consumer-facing subscription platform
20 | with no disclosed legal entity), and (p) (coordinated \$499/month Vanguard tier “SOLD
21 | OUT” false-scarcity device); and under Cause 8 (Nevada Civil RICO, NRS 207.400 and
22 | NRS 207.470) for the corresponding Nevada predicates pleaded at ¶90c. Plaintiff will
23 | substitute the true legal name of this Defendant upon identification through discovery.
24 |

25 | 5n. Defendant **TRISTAN TATE** (“Tristan”; also known online as
26 | “@TateTheTalisman”) is an individual and the brother of Defendant Emory Andrew Tate
27 | III. Upon information and belief, Tristan Tate is a citizen of the United Kingdom and a
28 |

1 resident of Romania. Upon information and belief, Tristan Tate routinely travels with his
2 brother Defendant Emory Andrew Tate III, and when Tristan Tate is physically present in
3 or transiting through the United States, he does not maintain any fixed residence, vehicle,
4 or other asset registered in his name; rather, he occupies short-term rental lodging (private
5 residences, condominiums, and hotel accommodations, typically on weekly cycles), rents
6 rather than owns the vehicles he uses, rents rather than owns the private aircraft he flies
7 on, and customarily uploads photographs and videos of those rented locations and
8 vehicles to his public-facing social-media accounts only after he has departed the rental
9 and moved on to the next location. On information and belief, on or around May 15,
10 2026, Defendant Tristan Tate departed the United States for Dubai, United Arab
11 Emirates, traveling with his brother Defendant Emory Andrew Tate III, based on
12 contemporaneous video posts made to public-facing social-media accounts depicting their
13 international flight and a penthouse pool location in Dubai. Tristan Tate is named as a
14 defendant on four independent grounds: (1) **Coordinated \$DADDY-token promotion.**
15 On June 13, 2024, Tristan Tate publicly transmitted via interstate wire on the
16 @TateTheTalisman X/Twitter account two coordinated posts launching and promoting
17 the \$DADDY cryptocurrency token in conjunction with Defendant Emory Andrew Tate
18 III: (a) a public poll asking whether Andrew Tate would “burn” or “take the cash and run”
19 with respect to \$100 million in \$DADDY tokens (34,361 votes; 308K views); and (b) an
20 introduction post “Ladies and gentlemen... Crypto has a new \$daddy. Let me introduce
21 you to Andrew Tate” with an embedded Solana blockchain transaction screenshot
22 (**Exhibit 59**). (2) **“Talisman” identifier consistent with COBRATATE.COM**
23 **OPERATOR self-identification.** Tristan Tate operates publicly under the
24 @TateTheTalisman handle. Defendant cobratate.com self-identifies its operator as
25 **“Talisman Enterprises”** (§5g; **Exhibit 36**). Upon information and belief, the naming
26 convergence supports an inference that Tristan Tate operates under or is affiliated with
27 the “Talisman Enterprises” entity self-identified as the operator of cobratate.com, and that
28

1 | Tristan Tate is the natural person whose true identity stands behind the
2 | COBRATATE.COM OPERATOR Defendant designated in ¶5g. (3) **Co-respondent in**
3 | **UK forfeiture proceedings.** In *Chief Constable of Devon and Cornwall Police v. Emory*
4 | *Andrew Tate and Tristan Tate* (Westminster Magistrates’ Court, 18 December 2024,
5 | available at
6 | <https://www.judiciary.uk/wp-content/uploads/2024/12/CCDC-v-TTJ-ruling.pdf>), Tristan
7 | Tate was named as a co-respondent in a forfeiture order of approximately £2.7 million in
8 | assets associated with tax fraud and money laundering arising from the Tate brothers’
9 | online businesses — including businesses operated under the Hustler’s University and
10 | CobraTate brand names. (4) **Operational role in token-issuance / price-manipulation**
11 | **layer.** Tristan Tate’s coordinated promotion of the \$DADDY token with Andrew Tate
12 | places him within the token-issuance and price-manipulation layer of the enterprise
13 | pleaded at ¶48(a)(3). Tristan Tate is a “person” within the meaning of 18 U.S.C.
14 | § 1961(3) and NRS 207.355, capable of being employed by or associated with the
15 | association-in-fact enterprise alleged at ¶48. Tristan Tate is a constituent member of that
16 | enterprise and participates in its operation and management within the meaning of *Reves*
17 | *v. Ernst & Young*, 507 U.S. 170 (1993), through (i) his coordinated public promotion of
18 | the \$DADDY cryptocurrency token in conjunction with Defendant Emory Andrew Tate
19 | III via the @TateTheTalisman X/Twitter account on June 13, 2024 (**Exhibit 59**); (ii) his
20 | public operation under the “Talisman” identifier convergent with the “Talisman
21 | Enterprises” self-identification of the cobratate.com operator (¶5g; **Exhibit 36**), on the
22 | basis of which Tristan Tate is, on information and belief, the natural person whose true
23 | identity stands behind the COBRATATE.COM OPERATOR Defendant designated in
24 | ¶5g; and (iii) his status as co-respondent with Defendant Emory Andrew Tate III in the
25 | £2.7 million UK forfeiture proceeding *Chief Constable of Devon and Cornwall Police v.*
26 | *Emory Andrew Tate and Tristan Tate* (Westminster Magistrates’ Court, 18 December
27 | 2024), which arose from tax fraud and money laundering associated with the Tate
28 |

1 | brothers' online businesses, including the Hustler's University and CobraTate-branded
2 | businesses. Tristan Tate is directly liable under NRS 598.0915 and NRS 598.0923 for his
3 | own deceptive trade practices alleged herein, including his coordinated promotion of the
4 | \$DADDY token via interstate wire to a public audience of hundreds of thousands of
5 | viewers, and is personally liable under NRS 598.0979 as a managing agent of the
6 | enterprise's cryptocurrency-token-issuance and promotional infrastructure. On
7 | information and belief, Tristan Tate knew that his June 13, 2024 "burn or take the cash
8 | and run" public poll and the accompanying "Crypto has a new \$daddy. Let me introduce
9 | you to Andrew Tate" introduction post were active price-pump communications
10 | coordinated with Defendant Emory Andrew Tate III's promotional transmissions, and
11 | knew or should have known that the coordinated promotion methodology described in his
12 | brother's on-camera statement ("I'm gonna pump a coin up, make 10M, peel it off";
13 | **Exhibit 57**; ¶2a) was the enterprise's methodology. Tristan Tate is a citizen of the United
14 | Kingdom and accordingly, for purposes of 28 U.S.C. § 1332(a)(2), is a citizen or subject
15 | of a foreign state; in any event, given his pattern of weekly-cycle short-term rental
16 | lodging across the United States and absence of any U.S. asset or registration in his name,
17 | he is not a citizen of Nevada. Tristan Tate is sued in his individual capacity for the acts
18 | and omissions alleged herein. Tristan Tate is liable under Cause 1 (Federal Civil RICO,
19 | 18 U.S.C. §§ 1962(c) and 1964(c)) for the predicate acts alleged at ¶49 in which he
20 | participated or which he committed, particularly predicates (f)
21 | (cryptocurrency-token-issuance arc) and (aa) (coordinated pump-and-dump promotional
22 | methodology); and under Cause 8 (Nevada Civil RICO, NRS 207.400 and NRS 207.470)
23 | for the corresponding Nevada predicates pleaded at ¶90c.

25 | On information and belief, Defendant Tristan Tate co-directed with Defendant
26 | Emory Andrew Tate III the centralized operational authority, strategic direction, and
27 | economic control exercised over the operator defendants, monetization infrastructure, and
28 |

1 enterprise components alleged herein, including the interconnected platform, branding,
2 subscription, merchandise, payment-processing, lead-generation, and promotional
3 systems operating through cobratate.com, fundraiser.com, jointherealworld.com,
4 university.com, topg.com, thewarroom.ag, and affiliated entities and platforms. On
5 information and belief, those systems functioned not as independent commercial actors
6 but as coordinated components of a unified Tate-branded enterprise from which Tristan
7 Tate, together with his brother, derived financial benefit, strategic advantage, and
8 continuing commercial value.

9
10 5o. Defendant **THEWARROOM.AG OPERATOR** (true identity unknown) is
11 the entity that owns, operates, or controls thewarroom.ag, the offshore paid-membership
12 platform that sits at the terminal, money-collecting end of the enterprise’s intake funnel.
13 That funnel operates as follows. Fundraiser.com — the platform on which prospective
14 participants land — exposes a single outbound contact path, which routes the user off-site
15 to cobratate.com/contact (¶5f; **Exhibits 17, 37**). Upon submission of the
16 cobratate.com/contact form, the enterprise transmits back to the user, via interstate wire
17 through the third-party Formspree backend, an automated “Action Changes Lives” reply
18 email from noreply@formspreemail.com directing the recipient onward to
19 cobratate.com/form and to www.cobratate.com/warroom (**Exhibit 65**).
20 Cobratate.com/form is a 21-field lead-qualification quiz that, depending on how the user
21 answers its branching questions, routes the user toward paid signup at either
22 jointherealworld.com or thewarroom.ag (**Exhibit 66**). Fundraiser.com additionally carries
23 an outbound navigation link pointing directly to thewarroom.ag (**Exhibit 17**).
24 thewarroom.ag is therefore both a branch-terminal of the cobratate.com/contact →
25 cobratate.com/form quiz funnel and a direct outbound link target from fundraiser.com
26 itself. This Defendant is named on three independent grounds: (1) thewarroom.ag is the
27 paid-membership signup destination reached as Terminal Outcome #1 of the
28

1 | cobratate.com/form lead-qualification quiz described above — the quiz that
2 | COBRATATE.COM OPERATOR (¶5g) deploys behind the cobratate.com/contact intake
3 | interface — and is independently a direct outbound link target from fundraiser.com
4 | (**Exhibits 17, 65, 66**); (2) thewarroom.ag operates a paid-membership extraction that, as
5 | disclosed by its own automated chat-agent on May 14, 2026, demands \$7,979 in United
6 | States currency — represented on the public site as payable only by bank wire transfer or
7 | cryptocurrency (**Exhibit 66**); off-platform, however, the Trinidad and Tobago-based
8 | Telegram representative described below also offered Google Pay and card-payment
9 | options via <https://www.thewarroom.ag/checkout/card> (**Exhibit 68**) — payment rails that,
10 | in each form and on information and belief, route funds to an offshore destination
11 | consistent with the offshore value-transmission architecture pleaded throughout this
12 | Complaint; and (3) thewarroom.ag is the present online portal of “the War Room,” the
13 | Tate-enterprise paid community alleged as a wire-fraud instrumentality as early as
14 | July 2022, when Defendant Tate represented to Plaintiff that the War Room and Hustlers
15 | University “were covered by a single fee” (predicate (o); **Exhibit 44**) — the .ag
16 | country-code top-level domain corresponding to Antigua and Barbuda. The operator’s
17 | terminal monetization of that funnel traffic, documented in sequence at **Exhibit 68**,
18 | proceeds as follows. The thewarroom.ag site presents a “Live Chat” widget — captioned
19 | “Qualify Yourself To Chat” — through which a representative identifying himself as
20 | “Alexander” offers to let the prospective member “pay half crypto and half card,” collects
21 | his email address, and directs him to continue on Telegram. The transaction then moves to
22 | a Telegram account bearing the display name “Alexander Cobratate” — an account that,
23 | as shown in **Exhibit 68**, was registered February 2026, displays a Trinidad and Tobago
24 | telephone number (locating this Telegram user in Trinidad and Tobago), and is labeled by
25 | Telegram itself “Not an official account” — which states “I’ll send the links for half
26 | crypto and card now.” The two payment links the War Room provides through that
27 | Telegram channel are <https://www.thewarroom.ag/checkout/card> and
28 |

1 | <https://www.thewarroom.ag/checkout/crypto>. The thewarroom.ag payment page accepts
2 | the charge amount as an editable URL parameter: by editing the charge-amount parameter
3 | in the thewarroom.ag/pay URL, Plaintiff caused the “WAR ROOM MEMBERSHIP”
4 | charge to process as \$1.00 in place of the represented \$7,979 fee; the charge subsequently
5 | appeared on Plaintiff’s card statement as “War Room Inc” for \$1.00, and the page
6 | returned “Payment Successful,” followed by an automated email payment receipt from
7 | “The War Room” <billing@reachtwr.com> confirming the \$1.00 card payment for “War
8 | Room Membership” (**Exhibit 74**). The Telegram representative then confirmed that the
9 | operator’s side had received that payment — asking “Did you send a test payment first?”
10 | and stating “On our end it shows you sent \$1” — confirming that the operator controls
11 | and monitors the thewarroom.ag payment rail. (**Exhibit 68**.) THEWARROOM.AG
12 | OPERATOR is a “person” within the meaning of 18 U.S.C. § 1961(3) and NRS 207.355
13 | — whether a natural person, corporation, partnership, association, or other legal entity —
14 | capable of being employed by or associated with the association-in-fact enterprise alleged
15 | at ¶48. THEWARROOM.AG OPERATOR is a constituent member of that enterprise and
16 | participates in its operation and management within the meaning of *Reves v. Ernst &*
17 | *Young*, 507 U.S. 170 (1993), on the three grounds enumerated as (1), (2), and (3) above
18 | — operating the terminal paid-membership stage of the cobratate.com/contact →
19 | cobratate.com/form → thewarroom.ag funnel into which the enterprise’s interstate-wire
20 | solicitations are channeled, collecting high-dollar membership payments over payment
21 | rails engineered to frustrate refund and chargeback recovery, and continuing the War
22 | Room subscription-extraction methodology with predicate as early as 2022. As alleged at
23 | ¶5, on information and belief, Defendant Emory Andrew Tate III is the organizer,
24 | manager, and/or controlling principal of THEWARROOM.AG OPERATOR, which is an
25 | instrumentality of Tate’s personal control. If THEWARROOM.AG OPERATOR is a
26 | legal entity, it is directly liable under NRS 598.0915 and NRS 598.0923 for its own
27 | deceptive trade practices alleged herein, including the operation of a consumer-facing
28 |

1 | paid-membership platform, some of whose payment terms include non-recoverable
2 | cryptocurrency and wire transfer, and all of whose payment methods conceal the identity
3 | of the ultimate receiver of the funds. If THEWARROOM.AG OPERATOR is a natural
4 | person, or a group whose constituent members are natural persons, those persons are
5 | personally liable under NRS 598.0979 as managing agents of the enterprise; their
6 | identities are subject to identification through discovery. On information and belief,
7 | THEWARROOM.AG OPERATOR knew or should have known that it occupied the
8 | terminal monetization stage of a funnel fed by false prize-and-funding representations
9 | transmitted via interstate wire. For purposes of 28 U.S.C. § 1332(a),
10 | THEWARROOM.AG OPERATOR is, on information and belief, not a citizen of Nevada
11 | — whether as a natural person (whose citizenship is the state or nation of his or her
12 | domicile, none of which is on information and belief Nevada) or as a legal entity (whose
13 | citizenship runs through every member or its state or nation of incorporation and principal
14 | place of business). THEWARROOM.AG OPERATOR is alleged in the alternative as
15 | either a natural person, a corporation, a partnership, an association, or other legal entity;
16 | in either case, THEWARROOM.AG OPERATOR is sued in the capacity in which its true
17 | legal identity, once disclosed, properly attaches liability. THEWARROOM.AG
18 | OPERATOR is liable under Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and
19 | 1964(c)) for the predicate acts alleged at ¶49 in which it participated or which it
20 | committed, particularly predicate (o) (War Room / Hustlers University subscription wire
21 | fraud and the War Room subscription-extraction methodology); and under Cause 8
22 | (Nevada Civil RICO, NRS 207.400 and NRS 207.470) for the corresponding Nevada
23 | predicates pleaded at ¶90c. Plaintiff will substitute the true legal name of this Defendant
24 | upon identification through discovery.
25 |

26 | 6. FUNDRAISER.COM OPERATOR, COBRATATE.COM OPERATOR,
27 | JOINTHEREALWORLD.COM OPERATOR, TOPG.COM OPERATOR, ISSA
28 |

1 | (@issathecooker), NEWERALEARNING.NET OPERATOR, UNIVERSITY.COM
2 | OPERATOR, and THEWARROOM.AG OPERATOR are placeholder or alias
3 | designations for presently unidentified individual(s) or legal entities that own, operate,
4 | and/or control the respective named domains as of the dates relevant to this action.
5 | Plaintiff uses these designations solely because the true legal names, forms, and states of
6 | organization of these persons or entities cannot be ascertained absent third-party
7 | discovery. Plaintiff has separately identified Defendant DEFIED TRUST DIGITAL
8 | TRADING - FZCO LLC as the USPTO-registered trademark owner of the THE REAL
9 | WORLD and TOP G marks that were displayed as Main Sponsors on the Hackathon
10 | page, and additionally holds the COBRATATE trademark registration; Defied Trust is
11 | therefore named as a separate, identified defendant based on its trademark registration
12 | record. These operator designations are not intended to sue the domain names themselves.
13 | Plaintiff will seek leave to amend to substitute true legal names of all Operator defendants
14 | upon their identification through discovery or otherwise. Notwithstanding the placeholder
15 | character of these designations, each of the foregoing Operator and alias Defendants is the
16 | subject of an individual party description at ¶¶ 5f, 5g, 5h, 5i, 5k, 5l, and 5m, which sets
17 | forth as to each such Defendant the basis for “person” status under 18 U.S.C. § 1961(3)
18 | and NRS 207.355, constituent membership in the association-in-fact enterprise alleged at
19 | ¶48, operation-and-management within the meaning of *Reves v. Ernst & Young*, 507 U.S.
20 | 170 (1993), direct liability under NRS 598.0915 and NRS 598.0923 (or alternative
21 | managing-agent liability under NRS 598.0979), the citizenship allegations relevant to
22 | 28 U.S.C. § 1332(a), the capacity in which sued, and the specific predicate-act and
23 | Cause-of-Action liability anchors (Causes 1 and 8, with specific predicate-act
24 | cross-references at ¶49 and ¶90c). The placeholder character of the name does not abridge
25 | the substantive allegations set forth in each individual party paragraph.
26 |
27 |
28 |

1 7. **DOE DEFENDANTS 1–10 and ROE CORPORATIONS 1–5** are other
2 individuals or entities — whether natural persons, partnerships, limited liability
3 companies, corporations, trusts, unincorporated associations, or other legal or de facto
4 entities — whose true names and identities are currently unknown to Plaintiff and who
5 participated in, controlled, materially assisted, financed, promoted, or knowingly
6 benefited from the scheme alleged herein, or who are otherwise liable on theories of joint
7 venture, agency, alter ego, aiding and abetting, conspiracy, or successor liability. Without
8 limitation, the categories of conduct contemplated include: (a) operating, controlling, or
9 holding a beneficial ownership interest in any platform, brand, trademark, or entity
10 identified herein (including any operator of, or registrant or licensee with respect to,
11 `jointherealworld.com`, `fundraiser.com`, `cobratate.com`, `university.com`,
12 `neweralearning.net`, `topg.com`, or the **THE REAL WORLD**, **COBRATATE**, or **TOP G**
13 wordmarks); (b) receiving, custodying, transmitting, or laundering scheme proceeds
14 through bank accounts, payment processors, cryptocurrency exchanges, on-chain wallets,
15 smart contracts, or other financial conduits; (c) promoting the Hackathon or the
16 underlying subscription products via social media, video, podcast, affiliate, or other paid
17 or coordinated channels; (d) developing, minting, holding, marketing, or coordinating the
18 trading of the Bangchain (**\$BANGCHAIN**) cryptocurrency token or related tokens,
19 including pre-launch participants, insider allocations, and coordinated sellers; (e)
20 operating Telegram, Discord, X/Twitter, `formsfree.io`, or other communication,
21 lead-capture, or marketing-distribution infrastructure used in furtherance of the scheme;
22 or (f) providing professional, technical, custodial, or fiduciary services to the enterprise
23 with actual or constructive knowledge of its unlawful conduct. In addition to the
24 foregoing general reservation, and without exhausting it, Plaintiff specifically designates
25 **Does 1–3 and Roe Corporations 1–3** as the person(s) or entit(ies) operating behind the
26 “Legendary Courses LLC” / “Legendary Courses, Inc.” designation appearing in the
27 `jointherealworld.com` Privacy Policy, to be identified through discovery; in the event
28

1 | Legendary Courses LLC / Legendary Courses, Inc. does not exist as a validly organized
2 | legal entity, its deceptive use as a fictitious entity name in consumer-facing materials
3 | constitutes an independent deceptive trade practice under NRS 598.0923(3). **Does 4–10**
4 | **and Roe Corporations 4–5** are reserved as unassigned placeholders for participants
5 | identified through discovery, including but not limited to the categories described above.
6 | Plaintiff reserves the right to amend to substitute the true legal names of all Doe and Roe
7 | Defendants upon their identification through discovery or otherwise. Upon identification
8 | of any Doe Defendant or Roe Corporation, Plaintiff will seek leave to amend this
9 | Complaint to substitute the true legal name and to plead, as to that Defendant
10 | individually, the basis for “person” status under 18 U.S.C. § 1961(3) and NRS 207.355,
11 | constituent membership in the association-in-fact enterprise alleged at ¶48,
12 | operation-and-management within the meaning of *Reves v. Ernst & Young*, 507 U.S. 170
13 | (1993), direct liability under NRS 598.0915 and NRS 598.0923 (or alternative
14 | managing-agent liability under NRS 598.0979), the citizenship allegations relevant to
15 | 28 U.S.C. § 1332(a), the capacity in which the Defendant is sued, and the specific
16 | predicate-act and Cause-of-Action liability anchors (Causes 1 and 8, with specific
17 | predicate-act cross-references at ¶49 and ¶90c), to the extent supported by the factual
18 | allegations developed through discovery. The categories of conduct enumerated at (a)–(f)
19 | above are not abstract: each category corresponds to one or more of the predicate acts
20 | pleaded at ¶49 — including, without limitation, that operation, control, or beneficial
21 | ownership of platforms or brands (category (a)) maps to predicates (a), (c), (e), (f), (h),
22 | (i), (j), and (p); that custody or laundering of scheme proceeds (category (b)) maps to
23 | predicates (c), (d), and the structural-concealment and offshore-transmission allegations
24 | at ¶¶ 5b, 5d, and 5e; that Hackathon or subscription promotion (category (c)) maps to
25 | predicates (a), (f), (q), and (aa); that Bangchain or related-token activity (category (d))
26 | maps to predicates (f) and (m) and the cryptocurrency-token-issuance objective alleged at
27 | Cause 7; that communication, lead-capture, or marketing-distribution infrastructure
28 |

1 (category (e)) maps to predicates (f), (j), and (q); and that professional, technical,
2 custodial, or fiduciary services rendered with actual or constructive knowledge
3 (category (f)) maps to the aiding-and-abetting and concerted-action theories pleaded
4 throughout this Complaint. The Doe/Roe reservation is an interim pleading device for
5 unknown actors and is not a substitute for the individual-party pleading framework set
6 forth at ¶¶ 5 through 5n.

7
8 7a. **Common Allegations as to All Defendants.** Each of the sixteen named
9 Defendants identified at ¶5 through ¶5o, together with the Doe Defendants 1–10 and Roe
10 Corporations 1–5 identified at ¶7, is alleged to be a member of, employed by, or
11 associated with the association-in-fact enterprise pleaded at ¶48 and is sued for liability
12 across the Causes of Action below as further specified in each Cause. **The conduct**
13 **common to all Defendants includes, without limitation, the Hackathon prize-pool**
14 **and Main Sponsor representations particularized in this Complaint and the related**
15 **non-performance by Defendants: no judging was conducted, no winners were**
16 **announced, and no prizes were paid.** The association-in-fact enterprise pleaded at ¶48
17 satisfies each element of *Boyle v. United States*, 556 U.S. 938 (2009): a common purpose,
18 relationships among the associates, and sufficient longevity to permit the associates to
19 pursue the enterprise’s purpose. To the extent any Defendant is alleged to be the alter ego,
20 instrumentality, agent, or controlled affiliate of another Defendant, the corporate-form or
21 principal-agent distinction is not invoked to limit the liability of any such Defendant for
22 the conduct alleged. Each Defendant is sued in the capacity stated in its individual Parties
23 paragraph (individual capacity for natural persons; entity capacity for legal entities and
24 Operator-defendant placeholders), and capacity-specific remedies — including punitive
25 damages under NRS 42.005, personal-liability remedies under NRS 598.0979, and treble
26 damages under 18 U.S.C. § 1964(c) and NRS 207.470 — are sought against the
27 Defendants to the extent permitted by the governing law applicable to each such Cause.
28

1 For purposes of punitive damages under NRS 42.005, each entity Defendant is liable for
2 the punitive-bearing conduct of its officers, directors, and managing agents under
3 NRS 42.007 because each such entity (a) expressly authorized or ratified the wrongful
4 acts alleged herein and/or (b) is personally guilty of oppression, fraud, or malice within
5 the meaning of NRS 42.005(2). In addition to direct liability for conduct each Defendant
6 personally undertook, each Defendant is liable as an aider, abettor, or concerted-action
7 participant under *Halberstam v. Welch*, 705 F.2d 472 (D.C. Cir. 1983), and *In re First*
8 *Alliance Mortgage Co.*, 471 F.3d 977 (9th Cir. 2006), for the wrongful acts of each other
9 Defendant committed within the scope of the integrated enterprise alleged at ¶48. Each
10 Defendant named herein acted, on information and belief, as a coordinated participant in
11 the Tate-controlled enterprise alleged at ¶5, ¶5n, and ¶48 — not as an independent
12 commercial actor — and is accordingly subject to enterprise-level RICO liability under
13 18 U.S.C. § 1962(c) for the predicate acts of co-Defendants committed in furtherance of
14 the RICO Enterprise’s common purpose. The conduct alleged herein constitutes a
15 continuing course of wrongful conduct that is ongoing as of the date of this filing,
16 including without limitation the continuing public display of Plaintiff’s Bangchain
17 submission on fundraiser.com/hackathon, the continuing maintenance of the false Solana
18 Foundation sponsorship representation, the continuing operation of the lending-arm
19 subscription gate at fundraiser.com/apply, and the continuing existence of the
20 unauthorized Bangchain-named cryptocurrency token, each of which gives rise to
21 recurring injury and tolls applicable limitations periods on a continuing-violation basis.
22 Plaintiff reserves the right, upon completion of discovery and consistent with Fed. R. Civ.
23 P. 15, to substitute the true legal name of any Operator-defendant placeholder identified at
24 ¶5f, ¶5g, ¶5h, ¶5i, ¶5l, and ¶5m; to substitute any Doe Defendant or Roe Corporation
25 identified at ¶7; and to add any further Defendants identified through discovery whose
26 conduct is reasonably related to the integrated enterprise alleged at ¶48. **Collective RICO**
27 **and NDTPA framework as to all Defendants.** Each of the sixteen named Defendants
28

1 identified at ¶5 through ¶5o, together with each Doe Defendant 1–10 and Roe
2 Corporation 1–5 identified at ¶7, is a “person” within the meaning of 18 U.S.C. § 1961(3)
3 and NRS 207.355, capable of being employed by or associated with the
4 association-in-fact enterprise alleged at ¶48. Each such Defendant is a constituent
5 member of that enterprise and participates in its operation and management within the
6 meaning of *Reves v. Ernst & Young*, 507 U.S. 170 (1993), in the role and on the factual
7 basis particularized in that Defendant’s individual party paragraph. Each entity Defendant
8 is directly liable under NRS 598.0915 and NRS 598.0923 for its own deceptive trade
9 practices alleged herein; each natural-person Defendant who served as an officer, director,
10 or managing agent of any entity Defendant or of the enterprise itself is personally liable
11 under NRS 598.0979 for those entity-level deceptive trade practices on the factual basis
12 particularized in that Defendant’s individual party paragraph. For purposes of 28 U.S.C.
13 § 1332(a), Plaintiff is a citizen of Nevada and each Defendant is, on information and
14 belief, a citizen of a state or foreign state other than Nevada, as particularized at ¶4 and in
15 each Defendant’s individual party paragraph; complete diversity exists. Each Defendant
16 is liable under Cause 1 (Federal Civil RICO, 18 U.S.C. §§ 1962(c) and 1964(c)) for the
17 predicate acts pleaded at ¶49 in which that Defendant participated or which that
18 Defendant committed, with per-Defendant predicate-act attributions set forth in that
19 Defendant’s individual party paragraph; and under Cause 8 (Nevada Civil RICO,
20 NRS 207.400 and NRS 207.470) for the corresponding Nevada predicates pleaded at
21 ¶90c. To the extent that any Defendant participated in, executed, or aided and abetted the
22 cryptocurrency-token-issuance and price-manipulation objective of the enterprise alleged
23 at ¶48(a)(3), such Defendant is additionally liable under Cause 7. The collective
24 allegations in this paragraph operate as the umbrella framework within which the
25 individualized 13-element allegations at ¶¶ 5 through 5n attach.
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1 8. **Technical Infrastructure Evidence of Common Enterprise Control.**

2 Technical infrastructure analysis supports the inference that New Era and the
3 fundraiser.com Operator are part of a unified enterprise. The domains fundraiser.com,
4 jointherealworld.com, and cobratate.com all share identical Zoho mail servers
5 (mx.zoho.com, mx2.zoho.com, mx3.zoho.com at identical priority values), and
6 fundraiser.com and cobratate.com additionally share the same Cloudflare nameserver pair
7 (bob.ns.cloudflare.com / heidi.ns.cloudflare.com). (**Exhibit 33.**) Cloudflare assigns
8 nameserver pairs at the account level; the shared pair between fundraiser.com and
9 cobratate.com is consistent with, and supports an inference of, common administrative
10 control of those domains within a single Cloudflare account. Separately, HTML source
11 inspection of both fundraiser.com and jointherealworld.com on May 9, 2026 reveals that
12 both sites embed the same Google Tag Manager (“GTM”) container ID in their page
13 source code. (**Exhibit 18.**) A GTM container is a backend account-level asset — it is not
14 publicly visible branding and cannot be installed without administrative access to the host
15 website; its purpose is to track the passage of users from one website to the next for sales
16 traffic measurements and conversion analytics. The presence of the same GTM container
17 ID on both fundraiser.com and jointherealworld.com is consistent with, and supports an
18 inference of, shared operational control of both sites by a common administrator or
19 enterprise.
20

21 10. **Integrated Enterprise Operation of the Hackathon.** Defendants operated
22 the Hackathon collectively as an integrated enterprise under common control, established
23 by the following publicly observable facts: (a) at the bottom of the jointherealworld.com
24 Privacy Policy page (<https://www.jointherealworld.com/privacy>), the site states the
25 platform is “Owned and Managed by New Era Learning LLC” (**Exhibit 16**); (b) the
26 therealworldportal.com privacy policy identifies Thrifty as New Era’s U.S. distributor; (c)
27 fundraiser.com/apply required applicants to provide a Real World username for identity
28

1 verification, a technical integration strongly suggesting New Era’s authorization or
2 participation (**Exhibit 24**); and (d) Thrift Technologies LLC, through Thrifty Consulting
3 LLC, owned and operated the payment infrastructure through which subscription revenue
4 flowed, under the sole governance of Andrew Joslin (ECF Nos. 31-1, 31-2, 31-3); and (e)
5 the federally registered trademarks owned by Defendant DEFIED TRUST DIGITAL
6 TRADING - FZCO LLC — THE REAL WORLD (U.S. Reg. No. 8238028),
7 COBRATATE (U.S. Reg. No. 7568611), and TOP G (U.S. Reg. No. 8037966) — appear
8 at every consumer-facing stage of the enterprise: the THE REAL WORLD mark on
9 jointherealworld.com and on the “THE REAL WORLD STUDENT EXCLUSIVE
10 PERIOD” banner and live Real World subscription purchase notifications displayed on
11 fundraiser.com/apply alongside the funding application interface (**Exhibit 24**); the
12 COBRATATE mark on cobratate.com, the outbound destination from fundraiser.com’s
13 navigation menu and the routing target of the fundraiser.com contact interface (**Exhibit**
14 **17**); and the TOP G mark on topg.com, the outbound destination from cobratate.com and
15 an additional revenue-generating node within the enterprise (**Exhibits 20, 21**). The Defied
16 Trust marks brand-stamp every consumer-facing platform in the scheme, providing the
17 unified visual identity and apparent institutional legitimacy that induced participant
18 subscriptions and Hackathon entries; on information and belief, Defied Trust authorized,
19 licensed, or permitted the use of these marks across each platform with knowledge of the
20 marks’ deployment in furtherance of the scheme alleged herein, and received the revenue
21 proceeds those uses generated; (f) FUNDRAISER.COM OPERATOR operated
22 fundraiser.com itself — the Hackathon platform — publishing all prize representations
23 and contest terms at fundraiser.com/hackathon, controlling the verified @fundraiser_com
24 X/Twitter account that publicly endorsed Tate’s sponsorship pledge and Bangchain
25 submission in real time, and operating the fundraiser.com/apply funding-application
26 interface that displayed the “THE REAL WORLD STUDENT EXCLUSIVE PERIOD”
27 banner and live Real World subscription purchase notifications alongside the application
28

1 interface — confirming the commercial integration of fundraiser.com with the
2 jointherealworld.com subscription portal (**Exhibit 24**); (g) Defendant Tate personally
3 declared himself the Hackathon sponsor and committed to fund the prize pool in a
4 January 12, 2025 video transmission to his millions of X/Twitter followers, while
5 standing in front of a display bearing the Hackathon’s visual branding; on that same date,
6 the @fundraiser_com account publicly replied “We encourage you!” in Tate’s
7 announcement thread, confirming coordinated promotion of Tate’s sponsorship pledge
8 from the enterprise’s first wire transmission; on January 30, 2025, Tate personally
9 transmitted a targeted direct message handing off Bryan Mitchell to Defendant Issa with
10 “sent you a msg :)”; and on January 31, 2025, Tate transmitted the “perfect for the
11 average crypto trader” communication characterizing Plaintiff’s AI submission while the
12 Bangchain token’s market value rose above \$10,000,000; (h) Defendant **ISSA**, operating
13 under the @issathecooker X/Twitter handle, opened Telegram contact with Bryan
14 Mitchell within minutes of Tate’s handoff, stating “andrew told me to text you,” and
15 conditioned the placement of the Bangchain project on the fundraiser.com/hackathon
16 product showcase on the locking of 25% of the token supply — stating: “You’ve locked
17 your tokens so we will be adding Orifice to the fundraiser.com/hackathon product
18 showcase”; following the lock-up, the Bangchain token was listed as the first entry on the
19 showcase — establishing operational coordination between Tate, the fundraiser.com
20 platform, and the token-issuance vector that monetized the Hackathon’s promotional
21 reach; (i) **NEWERALEARNING.NET OPERATOR** publicly identifies university.com
22 and jointherealworld.com as “our platforms” on the “Students love our platforms” section
23 of neweralearning.net (**Exhibit 46**), operates the support@neweralearning.net consumer
24 contact infrastructure for Hustlers University (the predecessor platform to The Real
25 World) and for The Real World subscribers continuously from at least July 8, 2022 to the
26 present (**Exhibit 44**), and, on information and belief, orchestrated, authorized, or
27 approved the coordinated false “SOLD OUT” pricing display on both
28

1 | jointherealworld.com and university.com (**Exhibit 45**); (j) UNIVERSITY.COM
2 | OPERATOR operates checkout.university.com/checkout with subscription pricing
3 | architecture structurally and substantively identical to the jointherealworld.com pricing
4 | page — identical tier names (“Conquer” at \$99/month and “Vanguard” at \$499/month
5 | displayed as “SOLD OUT”), identical feature listings, identical “Monthly / Yearly (17%
6 | off)” toggle, and an identical false-scarcity banner — demonstrating coordinated
7 | commercial operation across the two subscription portals (**Exhibit 45**); and (k) Doe
8 | Defendants 1–3 and Roe Corporations 1–3 (the person(s) or entit(ies) operating under the
9 | “Legendary Courses LLC” / “Legendary Courses, Inc.” designation) appear, alongside
10 | New Era Learning LLC and Thrifty Consulting LLC, as one of the three entities disclosed
11 | at the bottom of the jointherealworld.com Privacy Policy page as responsible for the
12 | platform (**Exhibit 16**) — placing them within the publicly disclosed ownership structure
13 | of the subscription portal regardless of their independent legal existence.
14 |

15 | 10a. **Common Enterprise.** All Defendants operated the Hackathon as a
16 | coordinated common enterprise with unified commercial purpose, shared resources, and
17 | collective responsibility for its prize obligations. Defendant Tate provided the celebrity
18 | platform and personal sponsorship pledge that drove public participation; New Era
19 | provided the subscriber base, authentication infrastructure, and institutional credibility
20 | through its Main Sponsor designation; FUNDRAISER.COM OPERATOR provided the
21 | contest platform, published all prize representations, and controlled the G DAO Treasury
22 | Wallet designated as the prize fund repository; Thrifty, through its subscription portal at
23 | jointherealworld.com, collected the \$99/month Real World subscription fee from users
24 | routed from the Hackathon promotion at fundraiser.com/hackathon to the
25 | funding-application interface at fundraiser.com/apply, where users encountered the
26 | enterprise’s public representation — on information and belief false — that “up to \$1M in
27 | Venture Capital Funding” was available “immediately — without the headaches of
28 |

1 | extensive legality, paperwork and banking,” conditioned on the applicant holding an
2 | active Real World subscription — such that the \$99/month subscription operated as the
3 | enterprise’s monetary gateway to the false funding offering rather than as a Hackathon
4 | entry fee; Thrift Technologies, as the 100% parent of Thrifty, received the economic
5 | benefit of that revenue upstream; Joslin, as the sole Governor of Thrift Technologies,
6 | controlled and directed the entire subscription payment infrastructure; and DEFIED
7 | TRUST DIGITAL TRADING - FZCO LLC provided the registered intellectual property
8 | — the COBRATATE, THE REAL WORLD, and TOP G marks (collectively fifteen
9 | USPTO registrations, all exclusively Tate-brand marks, none unrelated to the Tate
10 | enterprise) (**Exhibit 22**) — that gave the Hackathon its appearance of institutional
11 | legitimacy and brand authority, and whose marks were displayed as Main Sponsors under
12 | the false representation that they would “support and fund” the event. Each Defendant
13 | allegedly contributed operationally or commercially to the Hackathon enterprise and each
14 | received an economic benefit from it. The integration of JOINTHEREALWORLD.COM
15 | OPERATOR’s subscription API with fundraiser.com/apply — upon information and
16 | belief, a custom integration not a standard product feature — is consistent with and
17 | supports an inference of active cooperation among the enterprise participants. The shared
18 | Google Tag Manager container ID between fundraiser.com and jointherealworld.com
19 | further corroborates common administrative control of the enterprise’s web infrastructure
20 | (as alleged in ¶8; **Exhibit 18**). Plaintiff alleges all Defendants are jointly and severally
21 | liable for the acts of the common enterprise.
22 |

23 | **JURISDICTION AND VENUE**

24 | 11. **Federal-Question Jurisdiction.** This Court has subject matter jurisdiction
25 | under 28 U.S.C. § 1331 because Plaintiff’s First Claim for Relief arises under the laws of
26 | the United States — specifically, the Racketeer Influenced and Corrupt Organizations
27 | Act, 18 U.S.C. §§ 1962(c) and 1964(c). 18 U.S.C. § 1964(c) expressly authorizes private
28 |

1 civil actions for damages by “[a]ny person injured in his business or property by reason of
2 a violation of section 1962” and confers federal-question jurisdiction in this Court.

3 **11a. Supplemental Jurisdiction.** This Court has supplemental jurisdiction over
4 Plaintiff’s state-law claims under 28 U.S.C. § 1367(a) because those claims are so related
5 to the federal RICO claim that they form part of the same case or controversy under
6 Article III and arise from a common nucleus of operative fact — the coordinated
7 subscription, prize, and token scheme described herein.

8 **11b. Diversity Jurisdiction (Alternative).** In the alternative, this Court has
9 subject matter jurisdiction under 28 U.S.C. § 1332(a). Complete diversity of citizenship
10 exists. Plaintiff is a citizen of Nevada. As to each Defendant: (i) Defendant Emory
11 Andrew Tate III and Defendant Tristan Tate are citizens of the United Kingdom, and
12 accordingly, for purposes of 28 U.S.C. § 1332(a)(2), are citizens or subjects of a foreign
13 state; (ii) New Era Learning LLC’s citizenship is determined by its members, no member
14 of whom is, upon information and belief, a citizen of Nevada (and to the extent New Era
15 Learning LLC does not exist as a registered legal entity as alleged in ¶5a, Plaintiff sues
16 the enterprise operating under that name, no member or constituent of which is, on
17 information and belief, a citizen of Nevada); (iii) Thrifty Consulting LLC and Thrift
18 Technologies LLC are Delaware limited liability companies whose members are, upon
19 information and belief, not citizens of Nevada; (iv) Andrew Joslin is, upon information
20 and belief, a citizen of Washington State and not a citizen of Nevada; (v) DEFIED
21 TRUST DIGITAL TRADING - FZCO LLC is a citizen of a foreign state (United Arab
22 Emirates) within the meaning of 28 U.S.C. § 1332(a)(2); (vi) FUNDRAISER.COM
23 OPERATOR, JOINTHEREALWORLD.COM OPERATOR, COBRATATE.COM
24 OPERATOR, TOPG.COM OPERATOR, NEWERALEARNING.NET OPERATOR, and
25 UNIVERSITY.COM OPERATOR are, upon information and belief, citizens of one or
26 more foreign states or of U.S. states other than Nevada; (vii) Defendant ISSA (true
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1 identity unknown, operating under the @issathecooker X/Twitter handle) is, on
2 information and belief, a citizen of Iran, and accordingly, for purposes of 28 U.S.C.
3 § 1332(a)(2), is a citizen or subject of a foreign state; in any event, Issa is not a citizen of
4 Nevada; (viii) the person(s) or entit(ies) operating behind the “Legendary Courses LLC” /
5 “Legendary Courses, Inc.” designation, named herein as Doe Defendants 1–3 and Roe
6 Corporations 1–3, are, upon information and belief, not citizens of Nevada; and (ix) Doe
7 Defendants 4–10 and Roe Corporations 4–5, whose true identities are presently unknown,
8 are, upon information and belief, not citizens of Nevada. No Defendant is a citizen of
9 Nevada.

10
11 12. The amount in controversy exceeds \$75,000, exclusive of interest and costs.
12 The Hackathon advertised a prize pool exceeding \$1,000,000, with a grand prize of
13 \$500,000. Plaintiff’s claimed damages include approximately \$30,000 in development
14 labor, subscription fees, loss of the promised opportunity to participate in a legitimate
15 judging process and, in the alternative, the loss of a substantial opportunity to compete for
16 the advertised prize awards, opportunity costs, and the value of Defendants’ continued
17 public display and promotional use of Plaintiff’s project submission for more than twelve
18 months. Plaintiff also seeks statutory damages, court costs, and other recoverable costs
19 under the Nevada Deceptive Trade Practices Act (NRS 598.0963), which may be trebled
20 (attorney’s fees to be sought should counsel enter an appearance on Plaintiff’s behalf).
21 The jurisdictional amount is satisfied.

22
23 13. This Court has personal jurisdiction over each Defendant on three
24 independent grounds. Plaintiff does not allege general personal jurisdiction in Nevada as
25 to any Defendant; specific personal jurisdiction is asserted on the grounds set forth in this
26 paragraph. **First, under the RICO nationwide-service provision**, 18 U.S.C. § 1965(b)
27 and (d), this Court may exercise personal jurisdiction over each RICO Defendant having
28 minimum contacts with the United States as a whole — including each foreign-domiciled

1 Defendant — where the “ends of justice” require, as they do here, given the
2 multi-jurisdictional structure of the association-in-fact enterprise and the practical
3 infeasibility of bringing a single, comprehensive civil RICO action in any other U.S.
4 district. **Second, under traditional specific-jurisdiction principles**, Plaintiff’s claims
5 arise directly from each Defendant’s purposeful direction of activities into Nevada. Under
6 the *Calder* effects test and *Ford Motor Co. v. Montana Eighth Judicial Dist. Court*, 592
7 U.S. 351 (2021); *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 801–02 (9th
8 Cir. 2004); and *AMA Multimedia, LLC v. Wanat*, 970 F.3d 1201, 1208 (9th Cir. 2020)
9 (applying three-part Ninth Circuit test: purposeful availment or direction, claim arising
10 from forum-related activities, and reasonableness of exercise), specific personal
11 jurisdiction exists over each Defendant as set forth below. See also NRS 14.065.

12 (a) **Tate** — personally promoted the Hackathon to millions of followers (**Exhibit 27**);
13 personally replied on X/Twitter on January 31, 2025 to Bryan Mitchell’s post featuring
14 the Hackathon showcase page (71,500 views) (**Exhibit 28**); and directed Hackathon
15 activity at known Nevada participants through x.com.

16 (b) **New Era** — fundraiser.com designated The Real World as its Main Hackathon
17 Sponsor (**Exhibit 15**), and The Real World indicates it is owned or operated in part or in
18 whole by New Era Learning LLC (**Exhibit 16**).

19 (b-1) **Legendary Courses, Inc.** — to the extent Legendary Courses, Inc. exists as a
20 validly organized legal entity, it is identified on the jointherealworld.com Privacy Policy
21 (**Exhibit 16**) as a distribution partner for The Real World (designated a Main Sponsor of
22 the Hackathon at **Exhibit 15**), and on that basis Legendary purposefully directed its
23 distribution activities at the U.S. consumer market — including Nevada residents — by
24 lending its name to the consumer-facing disclosure of a Main Sponsor of a contest that
25 Plaintiff, a Nevada resident, entered in reliance on the Main Sponsor representations. To
26 the extent Legendary Courses, Inc. does not exist as a validly organized legal entity, the
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1 persons or entities operating under the “Legendary Courses, Inc.” designation (named
2 herein as Does 1–3 and Roe Corporations 1–3, as alleged at ¶5c and ¶7) directed conduct
3 into Nevada through the same consumer-facing distribution architecture, and
4 specific-jurisdictional facts as to each such Doe or Roe Defendant will be established and
5 pleaded upon identification through discovery.

6 (c) **Thrifty Consulting LLC** — fundraiser.com designated The Real World as its Main
7 Hackathon Sponsor (**Exhibit 15**), and The Real World indicates it is owned or operated in
8 part or in whole by Thrifty Consulting LLC (**Exhibit 16**); Thrifty operates the U.S.
9 subscription payment infrastructure through which The Real World is distributed to
10 Nevada consumers, and thereby directed commercial activity into Nevada, including the
11 collection of subscription payments from Nevada residents.

12 (d) **Thrift Technologies LLC** — as the parent entity that owns 100% of Thrifty
13 Consulting LLC (ECF No. 27) and controls the subscription payment infrastructure
14 through which The Real World is distributed to Nevada consumers, directed commercial
15 activity into Nevada.

16 (e) **Andrew Joslin** — as the sole Governor of Thrift Technologies LLC (ECF No. 31-1)
17 who personally directed development of the subscription payment infrastructure at issue,
18 as confirmed in his own declaration filed in this action (ECF No. 25, Ex. 1), Joslin’s
19 direction of Nevada-reaching subscription collection constitutes purposeful availment.

20 (f) **FUNDRAISER.COM OPERATOR** — operated fundraiser.com, accepted Plaintiff’s
21 submission from Nevada, and directed the Hackathon at Nevada consumers through its
22 Main Sponsor relationship with Defendants Emory Andrew Tate III, New Era Learning
23 LLC, Thrifty Consulting LLC, Thrift Technologies LLC, Andrew Joslin,
24 JOINTHEREALWORLD.COM OPERATOR, COBRATATE.COM OPERATOR,
25 TOPG.COM OPERATOR, NEWERALEARNING.NET OPERATOR,
26 UNIVERSITY.COM OPERATOR, DEFIED TRUST DIGITAL TRADING - FZCO
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1 LLC, ISSA, and Doe Defendants 1–10 and Roe Corporations 1–5.

2 (g) **COBRATATE.COM OPERATOR, JOINTHEREALWORLD.COM**
3 **OPERATOR, and TOPG.COM OPERATOR** — each operated a website that was
4 directly integrated into the fundraiser.com Hackathon navigation architecture (**Exhibit**
5 **17**) and/or shared backend tracking infrastructure with fundraiser.com (**Exhibit 18**); each
6 accepted or benefited from subscription payments from Nevada residents including
7 Plaintiff; and each publicly held out its brand mark as a designated Main Sponsor of a
8 contest that Plaintiff, a Nevada resident, entered in reliance on those representations.

9 (h) **DEFIED TRUST DIGITAL TRADING - FZCO LLC** — purposefully availed
10 itself of United States federal law by filing trademark applications with and obtaining
11 registrations from the USPTO for marks used in U.S. commerce, including marks used as
12 designated Hackathon sponsors targeting U.S. consumers; its registered marks were used
13 on U.S. consumer-facing websites that collected subscription revenue from Nevada
14 residents including Plaintiff; and the injuries alleged herein arise from the use of Defied
15 Trust’s marks in the Hackathon sponsorship scheme that caused harm to Plaintiff in
16 Nevada. Plaintiff’s claims arise directly from these U.S.-directed activities.

17 (i) **ISSA** — operating under the @issathecooker X/Twitter handle, personally transmitted
18 via interstate wire targeted Telegram messages to Bryan Mitchell — the brother of
19 Plaintiff Anthony Mitchell, a Nevada resident, and the person Issa was directed to by
20 Defendant Tate as the contact for Plaintiff’s Hackathon submission — conditioned the
21 showcase placement of Plaintiff’s Nevada-developed AI project on the locking of token
22 supply, and thereby directed contest-related and token-issuance conduct at Plaintiff’s
23 Nevada submission with knowledge that Plaintiff and Bryan Mitchell were the targets of
24 that conduct. (**Exhibits 29, 31.**)

25 (j) **NEWERALEARNING.NET OPERATOR** — publicly identifies itself on
26 neweralearning.net as the owner or operator of jointtherealworld.com (and
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28

1 university.com), describing both as “our platforms” (**Exhibit 46**); jointherealworld.com
2 (The Real World) was, in turn, designated by fundraiser.com as a Main Sponsor of the
3 Hackathon (**Exhibit 15**) — placing NEWERALEARNING.NET OPERATOR within the
4 Main Sponsor chain that directed the Hackathon at Nevada consumers; additionally,
5 NEWERALEARNING.NET OPERATOR operates the support@neweralearning.net
6 consumer support infrastructure that has serviced Nevada-resident subscribers from at
7 least July 8, 2022 to the present (including Plaintiff personally, as set forth in **Exhibit 44**);
8 and, on information and belief, orchestrated, authorized, or approved the coordinated false
9 “SOLD OUT” pricing display on both platforms (**Exhibit 45**) — conduct directed at
10 Nevada subscribers among other U.S. consumers and from which Plaintiff’s injuries
11 directly arise.

12 (k) **UNIVERSITY.COM OPERATOR** — operates checkout.university.com/checkout, a
13 U.S. consumer-facing subscription portal that displays subscription pricing architecture
14 identical to jointherealworld.com (including the coordinated false “SOLD OUT”
15 Vanguard tier) (**Exhibit 45**) and collects subscription revenue from U.S. consumers
16 including, on information and belief, Nevada residents; the coordinated pricing deception
17 with jointherealworld.com is operationally and commercially integrated with the scheme
18 injuring Plaintiff in Nevada.

19 (k-1) **Tristan Tate** — coordinated with Defendant Emory Andrew Tate III to publicly
20 promote the \$DADDY cryptocurrency token via interstate wire on the
21 @TateTheTalisman X/Twitter account (**Exhibit 59**), in conjunction with the
22 token-issuance / price-manipulation layer of the enterprise alleged at ¶48(a)(3); operates
23 publicly under the “Talisman” identifier consistent with COBRATATE.COM
24 OPERATOR’s self-identification as “Talisman Enterprises” (¶5g, ¶5n), which routinely
25 directed Nevada residents to subscribe, contact, and submit through the fundraiser.com →
26 cobratate.com pipeline; Tristan Tate is sued in his individual capacity, and his
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28

1 coordinated promotion of Tate-enterprise tokens to a U.S.-and-Nevada-reaching audience
2 directly relates to the scheme that injured Plaintiff in Nevada.

3 (l) **Doe Defendants 1–10 and Roe Corporations 1–5** — on information and belief, each
4 participated in, controlled, materially assisted, financed, promoted, or knowingly
5 benefited from the scheme alleged herein, directing or causing to be directed conduct into
6 Nevada targeting Plaintiff and other Nevada residents; specific jurisdictional facts as to
7 each Doe or Roe Defendant will be established and pleaded upon identification through
8 discovery.

9
10 13(m). **Third, with respect to each foreign Defendant** — Defendant Emory
11 Andrew Tate III, Defendant Tristan Tate, Defendant ISSA, and Defendant DEFIED
12 TRUST DIGITAL TRADING - FZCO LLC — personal jurisdiction is independently
13 proper under Fed. R. Civ. P. 4(k)(2). Each of these foreign Defendants is alleged to have
14 committed or participated in predicate acts under federal civil RICO (18 U.S.C.
15 § 1962(c)) and to have engaged in conduct constituting minimum contacts with the
16 United States as a whole, as alleged throughout this Complaint. None of these foreign
17 Defendants is subject to general personal jurisdiction in any State’s courts of general
18 jurisdiction (each being domiciled outside the United States — the United Kingdom for
19 the Tate brothers, Iran for Issa, and the United Arab Emirates for Defied Trust). The
20 exercise of jurisdiction under Rule 4(k)(2) is consistent with the United States
21 Constitution and laws. See *Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1159 (9th Cir.
22 2006); *Holland Am. Line Inc. v. Wärtsilä N. Am., Inc.*, 485 F.3d 450, 461 (9th Cir. 2007).

23
24 13a. Any forum-selection clause in New Era’s Real World subscription Terms
25 of Service does not govern Plaintiff’s claims. Plaintiff’s claims arise from the Hackathon
26 — a separate prize contest operated through fundraiser.com — not from The Real World
27 subscription agreement. A forum-selection clause in a subscription agreement does not
28 govern an independent prize contest on a different website, particularly one that the

1 subscription agreement did not disclose, describe, or incorporate.

2 14. **Venue.** Venue is proper in this district on three independent grounds:
3 (a) **Under 28 U.S.C. § 1391(b)(2)**, because a substantial part of the events giving rise to
4 Plaintiff’s claims occurred in this district: Plaintiff learned of and participated in the
5 Hackathon while located in North Las Vegas, Nevada; developed and submitted
6 Bangchain from Nevada; received Defendants’ wire transmissions in Nevada; paid
7 subscription fees to the enterprise from Nevada; and suffered the injuries alleged herein in
8 Nevada. (b) **Under 18 U.S.C. § 1965(a) (the RICO-specific venue provision)**, because
9 each Defendant — through the association-in-fact enterprise alleged at ¶48 — “transacts
10 [its] affairs” in this district. The enterprise solicits Real World subscriptions from Nevada
11 residents through jointherealworld.com and university.com; collects subscription
12 payments from Nevada residents through the Thrifty Consulting LLC / Thrift
13 Technologies LLC / Andrew Joslin payment infrastructure pleaded at ¶¶ 5b, 5d, and 5e;
14 displays the Hackathon and the fundraiser.com/apply lending-arm advertising to
15 Nevada-based consumers; operates the support@neweralearning.net consumer-support
16 infrastructure for Nevada-resident subscribers continuously from at least July 8, 2022 to
17 the present; and transmits the wire communications alleged at ¶49 to Nevada residents in
18 this district. (c) **Under 28 U.S.C. § 1391(b)(3) (catchall)**, to the extent applicable,
19 because each foreign Defendant is subject to this Court’s personal jurisdiction as alleged
20 at ¶13, and no other district in which the action might otherwise be brought would have
21 jurisdiction over all Defendants.
22

23 14a. **Intradistrict assignment.** Pursuant to Local Rule IA 1-6, this action is
24 properly assigned to the Unincorporated Township of Las Vegas because Plaintiff resides
25 in North Las Vegas, Clark County, Nevada (618 Painted Opus Pl, North Las Vegas,
26 NV 89084), and the substantial events giving rise to Plaintiff’s claims that occurred
27 within this district — including Plaintiff’s development of the Bangchain submission,
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1 Plaintiff's receipt of Defendants' wire transmissions, Plaintiff's payment of subscription
2 fees to the enterprise, and Plaintiff's suffering of the injuries alleged herein — occurred at
3 Plaintiff's residence in North Las Vegas, within Clark County.

4 **14b. Service on foreign Defendants.** As to the foreign Defendants identified at
5 ¶13(m), Plaintiff will effect service in accordance with Fed. R. Civ. P. 4(f), including, as
6 applicable: (i) service under the Hague Convention on the Service Abroad of Judicial and
7 Extrajudicial Documents where the destination state is a Hague signatory (including, on
8 information and belief, the United Kingdom, Romania, and the United Arab Emirates);
9 (ii) service by other internationally agreed means or by means reasonably calculated to
10 give notice where the destination state is not a Hague signatory (Iran); and (iii) service by
11 means authorized by this Court under Fed. R. Civ. P. 4(f)(3) where service under Rule
12 4(f)(1) or Rule 4(f)(2) is impracticable. With respect to Defendant Emory Andrew Tate III
13 specifically — who, on information and belief, travels through the United States on
14 weekly-cycle short-term rental lodging and does not maintain any fixed residence,
15 vehicle, or other asset registered in his name (¶5) — Plaintiff has separately moved under
16 Fed. R. Civ. P. 4(f)(3), Fed. R. Civ. P. 4(e)(1), and NRCP 4.4(b) for an *Order Authorizing*
17 *Alternative Service of Process* [ECF No. 18], which remains pending before the Court.
18 With respect to Defendant Tristan Tate, on information and belief a Romania resident
19 who routinely travels with his brother (¶5n), Plaintiff will effect service under the Hague
20 Convention via the Romanian Central Authority and/or, if such service is impracticable,
21 will seek leave to effect alternative service under Fed. R. Civ. P. 4(f)(3). Plaintiff reserves
22 the right to move under Fed. R. Civ. P. 4(f)(3) for alternative-service authorization as to
23 any additional foreign Defendant on whom service under Fed. R. Civ. P. 4(f)(1) or
24 Fed. R. Civ. P. 4(f)(2) cannot reasonably be effected.
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PLAINTIFF'S STANDING

1 15. Plaintiff has Article III standing to bring this action under *Lujan v.*
2 *Defenders of Wildlife*, 504 U.S. 555, 560–61 (1992) (articulating the “irreducible
3 constitutional minimum of standing” three-element test: (1) injury in fact that is concrete,
4 particularized, and actual or imminent (not conjectural or hypothetical); (2) causation
5 fairly traceable to defendant’s conduct; and (3) redressability by a favorable judicial
6 decision), and *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016) (clarifying that
7 “concrete” and “particularized” are distinct injury-in-fact requirements: particularization
8 alone is “necessary” but “not sufficient” — the injury must also be concrete, meaning
9 “real” rather than “abstract”). Plaintiff suffered (i) an **injury in fact that is concrete,**
10 **particularized, and actual** (not conjectural or hypothetical), as detailed at ¶17; (ii) **fairly**
11 **traceable** to Defendants’ challenged conduct, as detailed at ¶18; and (iii) **redressable by**
12 **this Court** through the remedies particularized at ¶18h and in the Prayer for Relief.

13
14 16. Plaintiff personally developed and submitted the qualifying AI project
15 “Bangchain” before the February 15, 2025 deadline, investing approximately 200 hours
16 of skilled AI development labor in reliance on Defendants’ published prize
17 representations.

18 17. Plaintiff’s injuries include: (a) development labor — approximately 200
19 hours at the prevailing market rate of approximately \$150 per hour, totaling
20 approximately \$30,000; (b) direct out-of-pocket development costs including cloud
21 computing resources and integration tools, plus — on information and belief, never
22 refunded — the \$49.99 subscription fee paid to the enterprise’s predecessor platform
23 Hustlers University on July 8, 2022 in reliance on the false promotional representations
24 described at predicate (o) and **Exhibit 44**; (c) the deceptive collection of Plaintiff’s
25 personal contact information (name and email address) without informed consent:
26 fundraiser.com’s “Contact” link routed Plaintiff off-site to cobratate.com/contact, a page
27 representing that the form would connect the user directly with Defendant Tate (“Your
28

1 | chance — ...you can contact me below”); the form is built on the formspree.io
2 | commercial email-collection backend, and, upon information and belief, submissions do
3 | not reach Defendant Tate but instead populate a marketing and promotional
4 | email-distribution list maintained by Defendants for subscriber-acquisition purposes —
5 | converting what was represented as a private channel to the contest sponsor into the
6 | involuntary extraction and commercial use of Plaintiff’s personal data; (d) loss of the
7 | promised opportunity to participate in a legitimate judging process for a contest
8 | advertising a \$500,000 grand prize and over \$1,000,000 in total prizes and, in the
9 | alternative, loss of a substantial opportunity to compete for and potentially obtain some or
10 | all of the advertised prize awards — Plaintiff’s submission being one of only two
11 | non-placeholder projects publicly displayed in the Hackathon showcase; (e) opportunity
12 | costs — the value of freelance AI development opportunities Plaintiff foregone to
13 | participate in the Hackathon; and (f) unauthorized commercial use of Plaintiff’s
14 | Bangchain project submission — displayed as the first-listed entry on Defendants’
15 | publicly accessible AI project showcase platform for more than twelve months,
16 | generating investor traffic and platform credibility for Defendants without Plaintiff’s
17 | consent or compensation.

18 |
19 | 18. Plaintiff’s injuries are fairly traceable to Defendants’ false prize
20 | representations, failure to conduct judging, failure to pay prizes, and unauthorized
21 | exploitation of Plaintiff’s intellectual property.

22 | 18a. **RICO standing.** Plaintiff has standing to assert civil RICO claims under
23 | 18 U.S.C. § 1964(c). The injuries alleged at ¶17 are concrete and particularized harms to
24 | Plaintiff’s “business or property” within the meaning of § 1964(c), and were proximately
25 | caused by the predicate acts alleged at ¶49. See *Holmes v. Securities Investor Protection*
26 | *Corp.*, 503 U.S. 258, 268 (1992) (construing § 1964(c)’s “by reason of” causation
27 | language; holding that civil RICO standing requires proximate causation, defined as
28 |

1 “some direct relation between the injury asserted and the injurious conduct alleged”);
2 *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639, 649–58 (2008) (unanimous
3 Court holding that a RICO plaintiff asserting mail-fraud predicates “need not show, either
4 as an element of its claim or as a prerequisite to establishing proximate causation, that it
5 relied on the defendant’s alleged misrepresentations” — first-party reliance is not
6 required so long as the injury is a foreseeable and direct consequence of the predicate
7 acts). Plaintiff is the directly injured victim of the predicate acts and a member of the class
8 of persons RICO was designed to protect. Plaintiff’s RICO injuries — including the
9 unauthorized commercial exploitation of his intellectual property as the first-listed
10 Hackathon showcase entry for more than fifteen months, the loss of the opportunity to
11 compete in a legitimate judging process for the advertised \$500,000 grand prize and over
12 \$1,000,000 in total advertised prizes — and, in the alternative under Fed. R. Civ. P.
13 8(d)(2), the loss of those advertised prizes themselves — in a contest Defendants never
14 intended to judge, the approximately 200 hours of skilled AI and robotics development
15 labor invested in reliance on the prize representations, and the unauthorized appropriation
16 of his project’s name into the Bangchain cryptocurrency token — are direct consequences
17 of the predicate acts and are not derivative, attenuated, or indirect. Each category of injury
18 at ¶17 maps to specific predicate acts at ¶49: (a) development labor and (e) opportunity
19 costs trace to predicates (a) (Hackathon false prize representations), (q) (false judging
20 representations), and (x) (“JUDGES STANDING BY”); (b) subscription fees trace to
21 predicates (e), (h), (i), (j), (o), and (p) (subscription-extraction and false-scarcity);
22 (c) deceptive data collection traces to predicate (f) (commercial lead-capture); (d) loss of
23 advertised prizes traces to predicates (a), (h), (q), (x), and (aa); and (f) unauthorized
24 commercial use of Plaintiff’s intellectual property traces to predicates (m) (Bangchain
25 quid-pro-quo) and the continuing display predicates pleaded at ¶49.
26
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1 **18b. NDTPA standing.** Plaintiff has statutory standing to bring his Nevada
2 Deceptive Trade Practices Act claims under NRS 41.600, which provides a private right
3 of action to any person who is a “victim of consumer fraud.” Plaintiff is a
4 Nevada-resident consumer who paid subscription fees to the enterprise’s predecessor and
5 successor platforms (Hustlers University and The Real World) in reliance on the
6 enterprise’s false and misleading representations, who suffered injury in fact as alleged at
7 ¶17, and whose injuries were caused by Defendants’ deceptive trade practices in violation
8 of NRS 598.0915 and NRS 598.0923. NRS 41.600(3) entitles Plaintiff to recover any
9 damages he has sustained, equitable relief deemed appropriate by the Court, and his costs
10 in the action and reasonable attorney’s fees.

11 **18c. Nevada civil RICO standing.** Plaintiff has standing to assert Nevada civil
12 RICO claims under NRS 207.470, which authorizes a person injured by reason of any
13 racketeering activity to recover treble damages, costs, and reasonable attorney’s fees. See
14 *Allum v. Valley Bank of Nevada*, 114 Nev. 1313, 970 P.2d 1062 (1998) (Nevada Supreme
15 Court applying NRS 207.470; holding that “to have standing as a RICO plaintiff, one’s
16 injury must flow from the violation of a predicate RICO act” — establishing the
17 controlling Nevada-RICO standing rule). Plaintiff was injured “by reason of” the
18 Nevada-predicate racketeering activity pleaded at ¶90c, including but not limited to
19 obtaining property by false pretenses (NRS 205.380), wire fraud–analog conduct in
20 violation of NRS 205.377, securities fraud–analog conduct in violation of NRS 90.570,
21 and pattern-of-racketeering conduct in violation of NRS 207.400. Plaintiff is a
22 Nevada-resident victim of the predicate acts directly targeted by the Nevada civil RICO
23 statute.
24

25 **18d. Nevada Securities Act standing.** To the extent Plaintiff’s claims arise
26 from the unauthorized cryptocurrency-token-issuance and price-manipulation conduct
27 alleged herein (including the Bangchain token bearing the name of Plaintiff’s AI project,
28

1 the \$DADDY token, and related token activity pleaded at ¶49 predicates (f) and (m)),
2 Plaintiff has standing under NRS 90.660 to assert civil claims for violations of
3 NRS 90.570 (Nevada Securities Act anti-fraud provision). Plaintiff is a member of the
4 class of persons NRS 90.570 was designed to protect — investors and persons whose
5 property is the subject of unauthorized securities-related conduct — and suffered injury
6 directly caused by Defendants’ unregistered, unauthorized, and fraudulent token-issuance
7 and price-manipulation activity.

8
9 18e. **Common-law claims standing.** Plaintiff has standing to assert each of his
10 common-law claims: (i) **Breach of contract** — Plaintiff submitted his qualifying
11 Bangchain project to the Hackathon before the February 15, 2025 deadline, accepting
12 Defendants’ published contest terms and forming an enforceable unilateral or bilateral
13 contest contract supported by mutual consideration (Plaintiff’s submission and labor;
14 Defendants’ prize-pool representations and judging obligation); (ii) **Promissory estoppel**
15 — Plaintiff reasonably and detrimentally relied on Defendants’ specific prize and judging
16 representations to his detriment, expending labor and resources in justifiable reliance;
17 (iii) **Fraudulent misrepresentation** — Plaintiff justifiably relied on Defendants’ false
18 representations to his detriment, suffering quantifiable damages; (iv) **Conversion** —
19 Plaintiff had and has a legally cognizable property interest in his Bangchain project (its
20 name, identity, source code, and creative content), which Defendants exercised wrongful
21 dominion over by minting an unauthorized cryptocurrency token bearing the project’s
22 name and by maintaining the project’s continuing public display on the showcase for
23 more than fifteen months without authorization; (v) **Tortious interference with contract**
24 **/ prospective economic advantage** — Plaintiff held cognizable contractual and business
25 expectancies in the Hackathon prize structure and in his intellectual property’s
26 commercial value, which Defendants intentionally interfered with through the conduct
27 alleged herein; and (vi) **Civil conspiracy** — Plaintiff is a direct victim of the coordinated
28

1 tortious conduct of two or more of the Defendants acting in concert.

2 **18f. Defendant-specific causation and concerted-action standing.** Plaintiff
3 has standing to sue each Defendant individually because each Defendant either
4 (i) personally committed acts that proximately caused Plaintiff’s injuries (as
5 particularized in each Defendant’s individual party paragraph at ¶¶ 5 through 5n), or
6 (ii) participated in the operation or management of the association-in-fact enterprise
7 alleged at ¶48 within the meaning of *Reves v. Ernst & Young*, 507 U.S. 170 (1993)
8 (establishing the “operation or management” test for RICO § 1962(c) liability; holding
9 that to “participate, directly or indirectly, in the conduct of such enterprise’s affairs,” one
10 must have “some part in directing” those affairs), or (iii) aided, abetted, or engaged in
11 concerted action with one or more other Defendants under *Halberstam v. Welch*, 705 F.2d
12 472 (D.C. Cir. 1983) (Wald, J., authoring the seminal modern civil aiding-and-abetting
13 framework; establishing substantial-assistance liability for concerted tortious action
14 including civil conspiracy and aiding-and-abetting; cited by the Supreme Court in *Twitter,*
15 *Inc. v. Taamneh*, 598 U.S. 471 (2023)), and *In re First Alliance Mortgage Co.*, 471 F.3d
16 977 (9th Cir. 2006) (Ninth Circuit applying the *Halberstam* substantial-assistance
17 framework; holding that “ordinary business transactions” can constitute substantial
18 assistance “if the [defendant] actually knew those transactions were assisting the customer
19 in committing a specific tort”; knowledge is “the crucial element”), such that each
20 Defendant is jointly and severally liable for the injuries proximately caused by any
21 Defendant acting in furtherance of the common enterprise. No Defendant is named on a
22 theory of derivative or attenuated injury.
23

24 **18g. Continuing violations and tolling.** Plaintiff’s injuries are not limited to
25 discrete past acts; the conduct alleged herein constitutes a continuing course of wrongful
26 conduct that is ongoing as of the date of this filing. Specifically: (i) Plaintiff’s Bangchain
27 submission remains publicly displayed on the fundraiser.com/hackathon showcase page
28

1 as the first-listed entry, more than fifteen months after the February 15, 2025 submission
2 deadline, generating continuing investor traffic and platform credibility for Defendants;
3 (ii) the unauthorized Bangchain cryptocurrency token bearing the name of Plaintiff's AI
4 project continues to exist on the Solana blockchain; (iii) Defendants continue to operate
5 the false Solana Foundation sponsorship representation on the Hackathon pitch deck and
6 showcase; (iv) Defendants continue to operate the fundraiser.com/apply lending-arm
7 subscription gate and the coordinated \$499/month Vanguard tier "SOLD OUT"
8 false-scarcity display across jointherealworld.com and university.com; and
9 (v) Defendants continue to maintain the false "Owned and Managed by New Era
10 Learning LLC" corporate-identity disclosure on the jointherealworld.com Privacy Policy.
11 Each continuing act gives rise to recurring injury and, to the extent any applicable
12 limitations period might otherwise apply to any individual predicate or claim, tolls that
13 limitations period on a continuing-violation basis.

14
15 18h. **Redressability and remedies.** Plaintiff's injuries are redressable by this
16 Court through the relief sought in the Prayer for Relief, including: **treble damages** under
17 18 U.S.C. § 1964(c) and NRS 207.470; **compensatory and reliance damages** on the
18 breach-of-contract, promissory-estoppel, fraudulent-misrepresentation, conversion, and
19 tortious-interference Causes; **punitive damages** under NRS 42.005; **actual damages,**
20 **equitable relief, costs, and attorneys' fees** under NRS 41.600; **restitution and**
21 **disgorgement** of subscription revenue, crypto-scheme proceeds, and the commercial
22 value of Defendants' continuing unauthorized use of Plaintiff's intellectual property; an
23 **equitable accounting and constructive trust** over identifiable proceeds; **mandatory and**
24 **prohibitory injunctive relief**, including takedown of Plaintiff's Bangchain submission
25 from fundraiser.com/hackathon and corrective notice; **declaratory relief** that Plaintiff's
26 intellectual-property rights were not transferred and that Defendants' continuing display
27 is unauthorized. The Court has the authority to grant each form of relief sought, and each
28

1 form of relief is calibrated to redress one or more of the categories of injury alleged at
2 ¶17.

3 **FACTUAL ALLEGATIONS**

4 Defendants operated through a coordinated, multi-layered system designed to
5 induce participation, extract economic value, and exploit participant contributions. Each
6 component of this system performed a necessary and interdependent role in furtherance of
7 a unified fraudulent scheme, and together formed a closed-loop mechanism through
8 which Defendants directly caused Plaintiff's injuries. The mechanics of that system are
9 described below.

10 **(a) Traffic and Representation Layer**

11 Traffic and representation layer — operated primarily through fundraiser.com,
12 whose traffic was driven principally by Defendant Emory Andrew Tate III through his
13 @CobraTate X/Twitter account; fundraiser.com functioned as the enterprise's
14 public-facing entry point and disseminated the core fraudulent representations, including
15 the existence of a \$1,000,000+ prize pool, sponsor backing, venture funding
16 opportunities, and a legitimate judging process, thereby inducing Plaintiff and others to
17 participate.

18 **(b) Brand and Inducement Layer**

19 Brand and inducement layer — centrally controlled through Defendant Defied
20 Trust Digital Trading - FZCO LLC, which owned and controlled the Tate-branded
21 trademark portfolio deployed uniformly across fundraiser.com, cobratate.com,
22 jointherealworld.com, topg.com, neweralearning.net, university.com, and thewarroom.ag,
23 creating the appearance of a continuous, credible, and unified commercial ecosystem
24 upon which Plaintiff reasonably relied in deciding to participate.

1 **(c) Conversion and Monetization Layer**

2 Conversion and monetization layer — operated through jointherealworld.com,
3 university.com, thewarroom.ag, and topg.com, which functioned as monetization
4 endpoints where traffic generated by the hackathon and related fraudulent representations
5 was converted into revenue through paid subscriptions, merchandise sales, and other
6 commercial transactions, thereby enabling Defendants to extract economic value from
7 participants, including Plaintiff, induced into the enterprise ecosystem.
8

9 **(d) Payment-Processing and Revenue-Extraction Layer**

10 Payment-processing and revenue-extraction layer — operated through Thrifty
11 Consulting LLC, Thrift Technologies LLC, Andrew Joslin, and additional Doe
12 Defendants and/or Roe Corporations whose identities are presently unknown, which
13 collectively processed, controlled, and routed subscription revenue, merchandise
14 proceeds, and other payments generated by the enterprise, thereby enabling Defendants to
15 capture and realize the economic benefits extracted from Plaintiff and similarly situated
16 participants. These entities did not act as passive intermediaries but operated as integral
17 components of the enterprise's revenue-extraction mechanism.
18

19 **(e) Lead Capture and Data-Harvesting Layer**

20 Lead capture and data-harvesting layer — implemented through the outbound
21 contact mechanism on fundraiser.com, which redirected users to cobratate.com/contact
22 **(Exhibits 17, 37)**, a form-based intake system that did not provide direct contact with any
23 contest operator but instead collected participant identifying information into a
24 centralized lead-capture and marketing pipeline, further integrating users into the
25 enterprise's monetization ecosystem.
26

27 **(f) Cryptocurrency Exploitation Layer**

28

1 Cryptocurrency exploitation layer — in which Defendants, including promotional
2 actors such as Issa the Cooker, appropriated Plaintiff’s project identity and associated
3 branding and deployed it in connection with a cryptocurrency token and coordinated
4 price-manipulation activity, thereby extending the scheme beyond initial inducement into
5 ongoing commercial exploitation of Plaintiff’s intellectual property (**Exhibit 73**).

6
7 **(g) Continuity and Community-Reinforcement Layer**

8 Continuity and community-reinforcement layer — operated through platforms
9 including jointherealworld.com (whose “UNFAIR ADVANTAGE” cryptocurrency
10 landing page is shown at **Exhibit 71**), university.com’s “Crypto Campus” (the parallel
11 enrollment page shown at **Exhibit 72**), thewarroom.ag, and affiliated social-media
12 channels, including Defendant Issa’s *@issasthoughts* Telegram channel through which
13 Issa publicly tied his cryptocurrency promotion to Hackathon submissions (e.g., the
14 January 30, 2025 post reading “thank you for submitting to the hackathon,” **Exhibit 73**),
15 which maintained user engagement, reinforced perceived legitimacy, and sustained
16 ongoing participation in the enterprise ecosystem, thereby preventing detection of the
17 scheme and prolonging Defendants’ ability to extract value from participants, including
18 Plaintiff.

19
20 Each of the foregoing layers functioned as an integrated component of a single
21 enterprise, and Plaintiff’s injuries were the direct and foreseeable result of this
22 coordinated system. No independent third-party action or market force intervened in the
23 causal chain. Rather, Defendants’ enterprise operated as a closed-loop mechanism
24 through which Plaintiff was induced to participate, expended labor and resources, and
25 suffered economic and property-based injury as a direct result of Defendants’ conduct.

26 The foregoing components did not operate independently or incidentally to one
27 another. Rather, the fraudulent hackathon representations, the venture-funding
28

1 inducements, the Tate-branded ecosystem, the subscription-conversion infrastructure, the
2 merchandise and payment-processing systems, the lead-capture routing through the
3 fundraiser.com outbound contact mechanism, and the cryptocurrency exploitation of
4 Plaintiff's project identity functioned together as economically interdependent
5 components of a unified scheme designed to generate revenue, extract participant labor
6 and engagement, capture consumer data, and commercially exploit participant-created
7 value.

8
9 The enterprise's monetization and conversion mechanisms were not collateral to
10 the scheme; they constituted its economic purpose and operational objective. The
11 fraudulent prize and venture-funding representations generated traffic, participation, and
12 user engagement; the Tate-branded ecosystem converted that participation into trust,
13 perceived legitimacy, and continued involvement within the enterprise; the subscription
14 and merchandise infrastructure converted that engagement into recurring revenue and
15 commercial transactions; the outbound contact-routing system converted participant
16 interest and inquiry traffic into monetizable lead data through centralized intake
17 infrastructure; and the cryptocurrency-token activity converted Plaintiff's project identity,
18 associated attention, and accumulated community engagement into speculative
19 promotional and token-market value. Collectively, these monetization and conversion
20 mechanisms supplied the economic incentive and commercial utility underlying the
21 scheme alleged herein.

22 23 **Chronology of the Scheme and Plaintiff's Reliance**

24 On January 12, 2025, Defendant Emory Andrew Tate III publicly promoted the
25 fundraiser.com AI Hackathon through his X/Twitter account and declared, in substance,
26 that he would personally sponsor the event and its prize pool (**Exhibits 26, 27, 67**). On the
27 same date, the fundraiser.com ecosystem publicly represented the existence of a prize
28

1 pool exceeding \$1,000,000 (**Exhibits 8, 29**) and represented that major sponsors and
2 supporters — including fundraiser.com, TOP G, JOINTHEREALWORLD, and the
3 Solana Foundation — supported and funded the event (**Exhibits 10, 15**). The deck
4 published at deck.fundraiser.com/aideck further displayed sponsor branding and
5 venture-funding representations, including references to “up to \$1,000,000 in Venture
6 Capital Funding” and institutional sponsorship support (**Exhibits 4–14, 42**). Plaintiff first
7 discovered the Hackathon on January 12, 2025 and, in reliance on these representations,
8 began development of his AI project “Bangchain” the same day.

9
10 On January 13, 2025, the Solana Foundation publicly disavowed involvement
11 with the Hackathon and denied sponsorship participation. Despite this public disavowal,
12 Defendants continued displaying the Solana Foundation branding and sponsor
13 representations on the enterprise’s promotional materials and deck infrastructure for more
14 than a year thereafter (**Exhibit 10**).

15 The Hackathon initially represented a submission period running from January 15,
16 2025 through January 30, 2025, which Defendants later extended through February 15,
17 2025 via the deck.fundraiser.com/aideck infrastructure and associated promotional
18 materials (**Exhibit 13**). Throughout this period, Defendants simultaneously operated the
19 fundraiser.com/apply lending and venture-funding funnel, which directed users toward
20 subscription-based Tate-enterprise monetization platforms including
21 jointherealworld.com, university.com, topg.com, thewarroom.ag, and affiliated systems
22 (**Exhibits 17, 42, 68, 71, 72**).

23
24 From January 12, 2025 through January 30, 2025, Plaintiff expended substantial
25 labor and resources developing Bangchain in reliance on Defendants’ representations,
26 including approximately 200 hours of skilled AI and robotics development labor together
27 with expenditures for server infrastructure, robotics hardware, technical services, and
28 demonstration-hosting infrastructure. Plaintiff committed Bangchain to the Hackathon

1 | rather than pursuing independent commercialization or alternative development
2 | pathways.

3 | On January 30, 2025, Plaintiff submitted Bangchain through the official
4 | submission mechanism linked from fundraiser.com/hackathon (**Exhibits 24, 25**). On the
5 | same date, Defendant Tate represented in his X/Twitter direct message to Bryan Mitchell
6 | that the “Head of hackathon” would reach out (**Exhibit 30**), and Defendant ISSA, acting
7 | at Tate’s direction, contacted Bryan within minutes thereafter through Telegram (opening
8 | with “andrew told me to text you,” **Exhibit 31**) — thereby occupying the “Head of
9 | hackathon” role by Tate’s express designation and Issa’s ratifying follow-up. Issa
10 | communicated to Bryan Mitchell that locking the Bangchain cryptocurrency token supply
11 | was a condition of placement and promotion within the fundraiser.com ecosystem
12 | (**Exhibit 31**). Plaintiff at no time authorized the minting of any Bangchain cryptocurrency
13 | token; accordingly, Issa’s transmission of a lock-up-for-placement condition keyed to a
14 | token bearing Plaintiff’s project name that Plaintiff had not authorized established Issa’s
15 | participation in the unauthorized-minting scheme. Issa further coordinated promotional
16 | activity relating to the Bangchain token and proposed social-media promotional activity
17 | involving Tate (**Exhibits 31, 47**).

18 | Also on January 30, 2025, Defendant Tate publicly endorsed Bangchain on
19 | X/Twitter, describing it as “perfect for the average crypto trader.” Plaintiff reasonably
20 | interpreted this communication as a contest-related endorsement connected to the
21 | promised judging and sponsorship framework and continued awaiting contest results and
22 | promised performance rather than independently commercializing Bangchain or
23 | abandoning the project.
24 |

25 | By March 1, 2025, Plaintiff realized that Defendants had not conducted the
26 | promised judging process, had not announced winners, had not funded or distributed the
27 | advertised prize pool, and had not implemented any legitimate contest-resolution
28 |

1 mechanism. Plaintiff further discovered that the enterprise’s publicly identified G DAO
2 Treasury Wallet — designated on the Hackathon pitch deck as the prize-fund repository
3 (**Exhibit 12**), with the wallet address publicly displayed on fundraiser.com/hackathon
4 (**Exhibit 75**) — had never contained more than a small fraction of the represented prize
5 pool and had never executed outgoing prize-distribution transactions (**Exhibit 76**).

6
7 Despite the absence of judging, prize distribution, or legitimate contest
8 administration, Defendants continued publicly displaying and commercially exploiting
9 Plaintiff’s Bangchain submission and associated project identity from January 30, 2025
10 through the present date (**Exhibit 25**). Plaintiff never authorized the creation of any
11 Bangchain cryptocurrency token and never consented to the use of his project identity in
12 any cryptocurrency-token issuance, promotional activity, or speculative trading operation.

13 Defendants’ monetization infrastructure operated continuously throughout the
14 foregoing events. The fundraiser.com Hackathon and venture-funding representations
15 generated traffic and participant engagement; the Tate-branded ecosystem converted that
16 engagement into perceived legitimacy and ongoing involvement; jointherealworld.com,
17 university.com, topg.com, thewarroom.ag, and affiliated systems converted participant
18 traffic into subscription revenue, merchandise transactions, paid access systems, and
19 lead-capture data (**Exhibits 17, 37, 45, 46, 65, 66, 68, 71, 72, 73**); and the
20 cryptocurrency-token activity converted Plaintiff’s project identity and associated
21 attention into speculative promotional and token-market value (**Exhibits 31, 47, 73**).
22 These monetization mechanisms functioned as economically interdependent components
23 of a unified enterprise rather than as isolated or incidental business activities.

24
25 Plaintiff’s prior exposure to the Tate enterprise further reinforced the credibility
26 and continuity of the representations at issue. In July 2022, Plaintiff purchased a “New
27 Era - HU Membership” through New Era Learning LLC, the predecessor infrastructure to
28 jointherealworld.com, using the same enterprise branding, support systems, and

1 commercial ecosystem later implicated in the Hackathon scheme (**Exhibit 44**). In
2 April 2024, Plaintiff replied to the existing New Era Learning email chain seeking a
3 strategic partnership relating to Orifice AI, the project underlying Bangchain, and on
4 information and belief communicated directly with Tate or personnel operating under
5 Tate’s authority (**Exhibit 44**). Plaintiff also conducted a test purchase through
6 thewarroom.ag infrastructure, which demonstrated live-chat-to-Telegram intake
7 conversion and payment-processing functionality operating within the Tate-branded
8 enterprise ecosystem (**Exhibits 68, 74**).

9 10 **Summary of Factual Allegations**

11 21. This is a civil action under the Racketeer Influenced and Corrupt
12 Organizations Act, 18 U.S.C. §§ 1962(c) and 1964(c), against the Defendants identified
13 above, who operated the coordinated multi-layered enterprise described in the framework
14 at subparagraphs (a)–(g) above and conducted the course of conduct described in the
15 Chronology of the Scheme and Plaintiff’s Reliance above.

16 22. The fraudulent representations and conduct comprising the scheme —
17 including the Hackathon prize-pool, personal-sponsorship, judging-process, and
18 Main-Sponsor representations transmitted via interstate wire on and after January 12,
19 2025; the unauthorized minting of a Bangchain-named cryptocurrency token using
20 Plaintiff’s project identity; and the 25% token-supply lock-up condition disclosed by
21 Defendant Issa on January 30, 2025 — are particularized in the Chronology above and in
22 the predicate acts pleaded at ¶49.

23 23. As a direct and proximate result of the conduct described above, Plaintiff
24 suffered injury to business and property as particularized at ¶17 and in the Chronology
25 above, including: (i) a \$49.99 subscription fee paid to the enterprise in July 2022 (**Exhibit**
26 **44**); (ii) approximately 200 hours of skilled AI and robotics development labor and
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1 associated expenditures for server infrastructure, robotics hardware, technical services,
2 and demonstration-hosting infrastructure committed to Bangchain between January 12
3 and January 30, 2025; and (iii) the continuing commercial exploitation of Plaintiff's
4 project identity from January 30, 2025 through the present (**Exhibit 25**).

5 24. Prior to Defendants' unauthorized appropriation of Plaintiff's Bangchain
6 project identity into the cryptocurrency-token and coordinated price-manipulation activity
7 alleged herein, Plaintiff and the underlying Orifice AI / Bangchain project had received
8 multiple expressions of investment interest, partnership inquiries, and
9 strategic-development discussions relating to the project's robotics and
10 artificial-intelligence technology — including, without limitation, inbound
11 communications from j.boulger@investments-whr.com, stefanfollett7m@gmail.com,
12 gunnarfriedrich@hotmail.com, icolor4fun@gmail.com, keith.gereghy@gmail.com,
13 admin@humbledfemales.net, alexis@everai.ai, info@ourdream.ai,
14 info.luxembourg@aylo.com, and nicolai.lunde@kistefos.no. Plaintiff reasonably
15 expected continued commercial and investment interest based on the project's technical
16 trajectory and prior market reception.
17

18 25. Following Defendants' unauthorized deployment of the Bangchain identity
19 in connection with speculative cryptocurrency activity, Plaintiff ceased receiving
20 investment inquiries, partnership outreach, or strategic-development interest relating to
21 the project. On information and belief, prospective investors, venture-capital firms,
22 strategic partners, and other commercial counterparties conducting ordinary due diligence
23 encounter the publicly visible Bangchain cryptocurrency-token activity, associated
24 pump-and-dump promotion, and related speculative trading content, and consequently
25 associate Plaintiff's underlying robotics and artificial-intelligence project with
26 manipulative or fraudulent cryptocurrency activity rather than legitimate technology
27 development.
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26. Defendants' conduct thereby impaired the commercial reputation, investment viability, and partnership attractiveness of Plaintiff's underlying project and business activities, causing continuing injury to Plaintiff's business and property interests separate and apart from the unpaid contest prizes, labor expenditures, and direct development costs alleged herein.

1 | **CAUSES OF ACTION**

2 |

3 | **FIRST CAUSE OF ACTION — Civil RICO (18 U.S.C. §§ 1962(c), 1964(c))**

4 | **Violation of 18 U.S.C. §§ 1962(c) and 1964(c) — Civil RICO**

5 | *(Against All Defendants: Andrew Tate; Tristan Tate; New Era Learning LLC; Thrifty*
6 | *Consulting LLC; Thrift Technologies LLC; Andrew Joslin; FUNDRAISER.COM*
7 | *OPERATOR; COBRATATE.COM OPERATOR; JOINTHEREALWORLD.COM*
8 | *OPERATOR; TOPG.COM OPERATOR; ISSA (@issathecooker);*
9 | *NEWERALEARNING.NET OPERATOR; UNIVERSITY.COM OPERATOR;*
10 | *THEWARROOM.AG OPERATOR; Legendary Courses, Inc. (alternatively); Defied Trust*
11 | *Digital Trading FZCO; Doe Defendants 1–10; and Roe Corporations 1–5)*

12 |

13 | 47. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

14 | 48. At all relevant times, the following persons and entities constituted an
15 | association-in-fact RICO enterprise within the meaning of 18 U.S.C. § 1961(4) (the
16 | “RICO Enterprise”): Defendants Emory Andrew Tate III and Tristan Tate — who, on
17 | information and belief, jointly exercised centralized operational authority, strategic
18 | direction, and economic control over the enterprise’s components and derived financial
19 | benefit, strategic advantage, and continuing commercial value therefrom — together with
20 | Defendants New Era Learning LLC (d/b/a “The Real World”), Thrifty Consulting LLC,
21 | Thrift Technologies LLC, Andrew Joslin, FUNDRAISER.COM OPERATOR,
22 | COBRATATE.COM OPERATOR, JOINTHEREALWORLD.COM OPERATOR,
23 | TOPG.COM OPERATOR, ISSA (@issathecooker), NEWERALEARNING.NET
24 | OPERATOR, UNIVERSITY.COM OPERATOR, THEWARROOM.AG OPERATOR,
25 | Legendary Courses, Inc. (alternatively), Defied Trust Digital Trading FZCO, Doe
26 | Defendants 1–10, and Roe Corporations 1–5 (whose true identities are currently unknown
27 | to Plaintiff and will be substituted upon discovery). The RICO Enterprise’s
28 |

1 | interconnected platform, branding, subscription, merchandise, payment-processing,
2 | lead-generation, and promotional systems — operating through fundraiser.com,
3 | cobratate.com, jointherealworld.com, university.com, topg.com, thewarroom.ag, and
4 | affiliated platforms — did not function as independent commercial actors but as
5 | coordinated components of a unified Tate-branded enterprise. The RICO Enterprise
6 | shared a common purpose operating through two coordinated arms of the same
7 | fundraiser.com platform. First, the Hackathon arm at fundraiser.com/hackathon solicited
8 | entrepreneur participation under the false promise of more than \$1,000,000 in prizes,
9 | thereby obtaining early access to replicable business concepts and high-visibility, virally
10 | promoted project submissions; those submissions were then exploited as the substrate for
11 | cryptocurrency pump-and-dump activity, including the minting of tokens bearing the
12 | names of participant projects and the coordinated promotion of those tokens to inflate
13 | their market value, as exemplified by the Bangchain token scheme described herein.
14 | Second, the lending arm at fundraiser.com/apply solicited the same entrepreneur
15 | participant pool under the false promise of “up to \$1M in Venture Capital Funding”
16 | available “immediately — without the headaches of extensive legality, paperwork and
17 | banking,” requiring applicants to describe their business idea, submit a pitch deck, and —
18 | as the gating condition of any funding consideration — pay \$99 per month for a
19 | subscription to The Real World at jointherealworld.com, thereby obtaining the same early
20 | access to replicable business concepts while monetizing the application itself through
21 | coerced subscription revenue. The Hackathon’s prize narrative was designed to drive
22 | traffic to fundraiser.com’s broader platform and to its lending arm, multiplying the
23 | enterprise’s harvest of both money and intellectual property from prospective founders
24 | under grand promises of prize awards and venture funding the enterprise never intended
25 | to and never did deliver — commercially exploiting participant submissions, extracting
26 | subscription revenue from applicants and Hackathon-driven participants alike, and
27 | retaining all proceeds without paying the advertised prizes or providing the advertised
28 |

1 | funding. The subscription-to-token-economics linkage is publicly confirmed by
2 | Defendant Tate’s own admission that “the profits from the school each month will be
3 | divided by the token holders” and that purchasing 5% of the contemplated Real World
4 | token would entitle the holder to “5% of my school” (predicate (aa); **Exhibit 56** at 02:46).
5 | The gravamen of this action is not a disappointed contestant’s claim for an unpaid prize. It
6 | is a systemic commercial scheme in which false prize representations, aspirational
7 | advancement promises, and institutional sponsorship designations functioned as recurring
8 | subscriber-acquisition and subscriber-retention instruments for a paid subscription
9 | platform — each fraudulent wire transmission generating or preserving subscription
10 | revenue for the enterprise independently of whether any prize was ever intended to be
11 | paid. The RICO Enterprise operated through a network of coordinated commercial
12 | activities across Nevada, the United Arab Emirates, and multiple other jurisdictions in
13 | which Defendants conducted business during the relevant period. The RICO Enterprise is
14 | distinct from any individual Defendant. An association-in-fact enterprise ‘is simply a
15 | continuing unit that functions with a common purpose.’ *Odom v. Microsoft Corp.*, 486
16 | F.3d 541, 552 (9th Cir. 2007) (en banc). Each Defendant ‘conducted or participated,
17 | directly or indirectly, in the conduct of [the] enterprise’s affairs’ through their respective
18 | roles described herein. *Reves v. Ernst & Young*, 507 U.S. 170, 179 (1993).

20 | **Participation in the RICO Enterprise varied by operational layer:** each
21 | Defendant performed a distinct operational role through which Plaintiff’s injuries were
22 | directly caused, as further set forth in ¶48(a) and ¶48(b) below.

23 | 48(a). **Enterprise Structure.** The RICO Enterprise consisted of four functional
24 | layers: (1) the **promotion and contest-administration layer** — Defendant Emory
25 | Andrew Tate III and New Era Learning LLC, who controlled Hackathon messaging, prize
26 | representations, and participant outreach; (2) the **subscription-monetization layer** —
27 | Thrifty Consulting LLC, Thrift Technologies LLC, Andrew Joslin,
28 |

1 JOINTHEREALWORLD.COM OPERATOR, UNIVERSITY.COM OPERATOR, and
2 NEWERALEARNING.NET OPERATOR, who operated the coordinated payment
3 infrastructure, consumer-support infrastructure, and identical false-scarcity pricing
4 architecture (Conquer \$99/month / Vanguard \$499/month “SOLD OUT”) across the
5 enterprise’s two subscription portals (jointherealworld.com and university.com),
6 collecting \$99/month subscription fees from Hackathon-driven applicants, lending-arm
7 applicants, and prospective subscribers alike; (3) the **token-issuance and**
8 **price-manipulation layer** — Defendant ISSA (operating under the @issathecooker
9 X/Twitter handle), Defendant Emory Andrew Tate III (operating under the verified
10 @Cobratate X/Twitter account), Defendant Tristan Tate (operating under the
11 @TateTheTalisman X/Twitter handle), and JOINTHEREALWORLD.COM OPERATOR
12 (through the verified @therealworld_ai X/Twitter account), who, in coordination, caused,
13 facilitated, or promoted the issuance of cryptocurrency tokens bearing the names of
14 participant projects — including the Bangchain token, whose actual minter is on
15 information and belief among the Defendants or their agents and is subject to
16 identification through discovery — and, separately, promoted Defendant Tate’s
17 personal-enterprise \$DADDY cryptocurrency token (upon information and belief
18 developed by Defendant Issa, see ¶5k(2)) through coordinated transmissions from
19 multiple Tate-enterprise accounts (predicates (q), (y), (z); **Exhibits 58, 59, 60**),
20 conditioned showcase placement on token-supply lock-ups, and orchestrated coordinated
21 pump-and-dump trading activity in conjunction with Defendant Tate’s, Defendant Issa’s,
22 and FUNDRAISER.COM OPERATOR’s promotional wire transmissions. Defendant
23 Tate has publicly admitted maintaining “an actual infrastructure and ecosystem”
24 supporting his coin operations (predicate (aa); **Exhibit 56** at 00:53) and has publicly
25 admitted the underlying pump-and-dump methodology — “pump a coin up, make 10M,
26 peel it off” (predicate (aa); **Exhibit 57**). The Tate-Issa working relationship at the core of
27 this layer is publicly confirmed by Tate’s own on-camera admission: when asked about
28

1 | \$DADDY’s origin, Tate stated “Somebody else created DaddyCoin, and then I decided to
2 | work with him” (**Exhibit 56** at 00:08–12) — corroborating (i) Tate’s direct designation of
3 | the “Head of hackathon” in his January 30, 2025 X/Twitter DM to Bryan Mitchell
4 | (**Exhibit 30**); (ii) Issa’s ratifying Telegram contact to Bryan within minutes thereafter
5 | opening with “andrew told me to text you” (**Exhibit 31**); and (iii) Issa’s contemporaneous
6 | self-identification as the developer of \$DADDY in those Telegram messages (**Exhibit 31,**
7 | **p. 4**) — and establishing the Tate-Issa coordinated-operations relationship from which
8 | this token-issuance and price-manipulation layer was operated; and (4) the
9 | **brand-authorization and structural-concealment layer** — DEFIED TRUST DIGITAL
10 | TRADING - FZCO LLC (holder of the THE REAL WORLD, COBRATATE, and TOP
11 | G federally registered trademarks displayed on every consumer-facing platform of the
12 | enterprise), COBRATATE.COM OPERATOR, TOPG.COM OPERATOR, and the
13 | person(s) or entit(ies) operating under the “Legendary Courses LLC” / “Legendary
14 | Courses, Inc.” designation (Doe Defendants 1–3 / Roe Corporations 1–3, named at the
15 | bottom of the jointherealworld.com Privacy Policy alongside New Era and Thrifty),
16 | whose trademarks, domains, and disclosed-entity designations lent apparent legitimacy to
17 | the scheme while obscuring beneficial ownership. FUNDRAISER.COM OPERATOR
18 | served as the operational platform connecting all four layers.
19 |

20 | 48(b). **Defendant-Specific Roles.** Within the RICO Enterprise, each Defendant
21 | performed the following operational function: **Tate** — public promoter, declared sponsor,
22 | personal participant-contact broker (**Exhibit 30**), and endorser of submitted projects to his
23 | millions of followers on x.com (**Exhibit 28**); **New Era** — platform sponsor,
24 | subscriber-base feeder, Real World identity-verification API provider, and GTM-account
25 | common beneficial owner of fundraiser.com traffic (**Exhibit 18**); **FUNDRAISER.COM**
26 | **OPERATOR** — platform host, prize-representation publisher, submission recipient,
27 | showcase maintainer, and active X/Twitter promoter who publicly replied “We encourage
28 |

1 | you!” to Tate’s hackathon announcement on the date of its initial transmission (Exhibit
2 | 41) and publicly commented on participant submissions throughout the scheme (Exhibit
3 | 40); **Thrifty Consulting LLC** — domestic subscription payment processor acting as
4 | agent of New Era; **Thrift Technologies LLC** — upstream remittance recipient and 100%
5 | parent of Thrifty; **Joslin** — sole Governor of Thrift Technologies directing all
6 | subscription-infrastructure decisions; **Defied Trust** — IP authorization layer lending
7 | federally registered trademark legitimacy to sponsor representations;
8 | **COBRATATE.COM OPERATOR** — navigation bridge between fundraiser.com and
9 | topg.com, and operator of the formspree.io-backed contact form — reached from the only
10 | contact link available on fundraiser.com — that harvested participant contact data into the
11 | enterprise’s marketing distribution list; **JOINTHEREALWORLD.COM OPERATOR**
12 | — subscription portal operator with shared GTM back-end integration to fundraiser.com
13 | and the subscription-verification API integration with fundraiser.com/apply;
14 | **TOPG.COM OPERATOR** — brand-authority lender designated as Main Sponsor and
15 | operator of the apparel-revenue outbound node from cobratate.com; **ISSA**
16 | (@issathecooker, true identity unknown) — on information and belief, a token developer
17 | and price-manipulation coordinator who minted the Bangchain token bearing Plaintiff’s
18 | AI project name, conditioned the showcase placement of Plaintiff’s submission on the
19 | lock-up of 25% of the token supply, and coordinated pump-and-dump trading activity in
20 | conjunction with Tate’s promotional transmissions; **NEWERALEARNING.NET**
21 | **OPERATOR** — enterprise support hub publicly identifying jointtherealworld.com and
22 | university.com as “our platforms” (**Exhibit 46**), operating the
23 | support@neweralearning.net consumer-support infrastructure for Hustlers University
24 | (predecessor) and The Real World subscribers continuously from at least July 8, 2022 to
25 | the present (**Exhibit 44**), and, on information and belief, orchestrating the coordinated
26 | false “SOLD OUT” pricing display across both subscription portals (**Exhibit 45**);
27 | **UNIVERSITY.COM OPERATOR** — second-portal subscription operator with
28 |

1 | subscription pricing architecture (Conquer \$99 / Vanguard \$499 “SOLD OUT”) identical
2 | to jointherealworld.com, demonstrating coordinated commercial operation across both
3 | portals under common enterprise control (**Exhibit 45**); **Doe Defendants 1–3 and Roe**
4 | **Corporations 1–3** (the person(s) or entit(ies) operating under the “Legendary Courses
5 | LLC” / “Legendary Courses, Inc.” designation) — disclosed-entity layer named alongside
6 | New Era and Thrifty at the bottom of the jointherealworld.com Privacy Policy as
7 | responsible for the platform.

8 | 48(c). **Operational Control.** Tate exercised top-level operational control: he
9 | personally determined to ‘put together this hackathon,’ personally declared himself the
10 | sponsor, personally identified and brokered participant contacts to the enterprise’s
11 | administrator (**Exhibit 30**), and personally endorsed submitted projects. Joslin exercised
12 | operational control over the subscription payment infrastructure as the sole Governor of
13 | Thrift Technologies LLC, personally directing the custom integration of Thrifty’s
14 | payment systems with the Hackathon application portal (fundraiser.com/apply) (**Exhibit**
15 | **35**; ECF No. 25, Ex. 1). FUNDRAISER.COM OPERATOR exercised operational control
16 | over the contest platform, submission receipt, showcase display, and prize-representation
17 | maintenance.

18 | 48(d). **Organizational Cohesion.** The enterprise maintained ongoing
19 | organizational cohesion through: (1) shared backend infrastructure — fundraiser.com and
20 | jointherealworld.com shared the same Google Tag Manager container ID (**Exhibit 18**), an
21 | account-level integration requiring common administrative control not replicable by an
22 | unaffiliated third party; (2) coordinated entity formation — Thrift Technologies LLC
23 | (formed December 31, 2022) and Thrifty Consulting LLC (formed February 6, 2023)
24 | were formed in rapid sequence and share a registered agent; (3) unified trademark
25 | architecture — Defied Trust holds the trademark registrations for both THE REAL
26 | WORLD and TOP G — the only two Main Sponsors with genuine brand identities — and
27 |
28 |

1 | fifteen marks total, every one exclusively associated with the Tate enterprise (**Exhibit**
2 | **22**); (4) interlocking operational dependencies — fundraiser.com/apply required
3 | applicants to authenticate through JOINTHEREALWORLD.COM OPERATOR’s Real
4 | World subscription system as a condition of any funding consideration, the Hackathon
5 | contest was published and administered through fundraiser.com, and brand authority
6 | flowed from Defied Trust’s portfolio; and (5) ongoing monetization — the Hackathon
7 | platform remained operational and continued displaying subscription links more than
8 | twelve months after the submission deadline; and (6) **centralized contact-data**
9 | **acquisition funnel** — the fundraiser.com contact interface routed users to cobratate.com,
10 | where a contact submission form purported to offer direct access to Tate; upon
11 | information and belief, submissions through that interface added users’ names and email
12 | addresses to the Tate enterprise’s commercial marketing distribution list rather than
13 | initiating direct communication with Tate, creating a cross-platform participant
14 | acquisition mechanism coordinated between FUNDRAISER.COM OPERATOR and
15 | COBRATATE.COM OPERATOR (**Exhibits 17, 37**); and (7) **public Tate-authored**
16 | **unified-enterprise admission** — on December 25, 2024, Defendant Tate publicly
17 | transmitted a “Tate Pledge” post (viewed approximately 3.3 million times) enumerating
18 | fundraiser.com (“funding my fans companies”), jointherealworld.com and university.com
19 | (described in identical language as the “largest online financial education platform in
20 | existence”), and \$DADDY (“For the culture”) as components of his own integrated
21 | commercial enterprise (**Exhibit 53**).

23 | 48(e). **Structural Concealment.** The enterprise was structured to resist
24 | identification and enforcement. No operator of fundraiser.com was disclosed on its site;
25 | fundraiser.com’s only contact link routed off-site to cobratate.com, whose operator
26 | self-identified as “Talisman Enterprises” — an entity appearing in no publicly accessible
27 | corporate registry. New Era Learning LLC — disclosed on the consumer-facing platform
28 |

1 as owner and manager of jointtherealworld.com — does not appear in Delaware’s
2 corporate records (Exhibit 16; ¶5a). The platform’s own privacy policy disclosed three
3 entities in its distribution network, only one of which (Thrifty Consulting LLC) is a
4 verifiably registered U.S. company (¶5b). Defied Trust, the ultimate trademark holder and
5 upon information and belief the beneficial owner of the enterprise’s U.S. revenue stream,
6 is organized in a UAE tax-free zone and maintains a website with a placeholder phone
7 number, inoperative hyperlinks, and a fictitious address (¶5j(ii)). The API integration
8 between fundraiser.com and New Era’s subscription platform jointtherealworld.com — a
9 key structural connection — was dismantled or broke after this lawsuit was filed, but can
10 still be found in the source code. (**Exhibit 35**.) The contact-link routing from
11 fundraiser.com to cobratate.com/contact served a dual concealment function: it shielded
12 fundraiser.com’s operator from direct identification while simultaneously routing
13 participant contact data through the formspree.io email-collection backend into the
14 enterprise’s marketing distribution list — all without disclosure to the user that their
15 submission would not reach Tate personally but would instead populate a commercial
16 email list (**Exhibits 17, 37**). These structural features are consistent with deliberate design
17 to obscure beneficial ownership, complicate enforcement, and shield the enterprise from
18 judgment. **Post-filing destruction of evidence.** Upon information and belief, following
19 the commencement of this action, all originally authored posts on the official
20 @fundraiser_com X/Twitter account have been deleted; the @fundraiser_com account
21 presently displays zero originally authored posts of its own, and only a limited number of
22 the account’s replies appearing within third-party threads — including the “We encourage
23 you!” reply to Defendant Tate’s January 12, 2025 sponsorship video (predicate (a);
24 **Exhibit 41**) and the official @fundraiser_com comment on Plaintiff’s Bangchain
25 showcase post (predicate (f); **Exhibit 40**) — have been tracked down and preserved. The
26 post-filing destruction of the enterprise’s official X/Twitter post history is consistent with
27 consciousness of liability, evinces an additional structural-concealment effort, and
28

1 | constitutes potential spoliation of relevant electronically stored information warranting an
2 | adverse-inference instruction under *Fed. R. Civ. P.* 37(e) at the appropriate stage of this
3 | litigation.

4 | 48(f). **Ongoing Operational Continuity.** The RICO Enterprise was not a
5 | one-time promotional event. It maintained continuous operations through four
6 | independent mechanisms: (1) **Recurring subscription collection** — Thrifty Consulting
7 | LLC and its 100% parent Thrift Technologies LLC, under Andrew Joslin’s direction,
8 | collected \$99/month subscription fees on a continuous billing cycle that ran before,
9 | during, and after the Hackathon contest window, generating enterprise revenue
10 | throughout the relevant period regardless of contest status; (2) **Ongoing platform**
11 | **management** — FUNDRAISER.COM OPERATOR maintained the Hackathon platform,
12 | submission showcase, and prize representations through the date of this filing — more
13 | than twelve months after the submission deadline — without correcting or retracting any
14 | prize representation; (3) **Continuing trademark authorization** — Defied Trust Digital
15 | Trading FZCO maintained the enterprise’s federally registered trademark portfolio
16 | throughout the relevant period, providing continuous institutional cover for promotional
17 | wire transmissions; and (4) **Sustained cross-platform integration** — the shared Google
18 | Tag Manager container between fundraiser.com and jointherealworld.com continued to
19 | route behavioral and conversion data between the contest and subscription platforms,
20 | demonstrating ongoing coordinated commercial activity (**Exhibit 18**). These continuing
21 | operations collectively establish the organizational durability required of an
22 | association-in-fact enterprise. *Boyle v. United States*, 556 U.S. 938, 945–46 (2009).
23 |

24 | 49. Defendants conducted and participated in the affairs of the RICO Enterprise
25 | through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c), consisting
26 | of multiple acts of wire fraud under 18 U.S.C. § 1343. Wire fraud requires: (1) a scheme
27 | to defraud; (2) a material misrepresentation or omission; (3) use of interstate wires; and
28 |

1 (4) intent to defraud. *United States v. Green*, 592 F.3d 1057, 1064 (9th Cir. 2010). Each
2 wire-fraud predicate is pleaded with Federal Rule of Civil Procedure 9(b) particularity —
3 identifying for each predicate the defendant, date, platform, content, and falsity of the
4 transmission. *Schreiber Distrib. Co. v. Serv-Well Furniture Co.*, 806 F.2d 1393, 1400–01
5 (9th Cir. 1986); *Edwards v. Marin Park, Inc.*, 356 F.3d 1058, 1066 (9th Cir. 2004); see
6 also *Lancaster Cmty. Hosp. v. Antelope Valley Hosp. Dist.*, 940 F.2d 397, 405 (9th Cir.
7 1991) (civil RICO claims must be specifically pleaded). Each element is satisfied as to
8 each predicate act alleged below: the RICO Enterprise operated a systematic scheme to
9 defraud; made material misrepresentations regarding prize funds, sponsor commitments,
10 and Hackathon legitimacy; used social media platforms, websites, online subscription
11 portals, and payment infrastructure across state lines; and acted with intent to defraud
12 Plaintiff and similarly situated participants. As alleged in ¶22, at least five other
13 individuals submitted projects to the Hackathon in reliance on Defendants’ prize
14 representations — at least one whose submission appears on the fundraiser.com showcase
15 alongside Plaintiff’s (**Exhibits 25, 39**), and at least three others who publicly announced
16 their submissions on X/Twitter (**Exhibit 38**) — each of whom contributed time,
17 resources, and intellectual property in reliance on Defendants’ prize representations and
18 received no prize and no judging result. The predicate acts include, without limitation:

19
20 49(i). **Fraudulent Intent at Inception.** The scheme was fraudulent at inception
21 — not merely a contract later breached. At the time Tate declared on January 12, 2025
22 that he would ‘sponsor everything myself,’ the G DAO Treasury Wallet — the
23 enterprise’s sole designated prize fund — held approximately \$16,513: less than 1.7% of
24 the advertised prize pool and insufficient to pay even the smallest listed award. The wallet
25 had never signed an outgoing transaction. No judge, organizer, or team member was
26 identified anywhere in the pitch deck. No independent sponsor existed: each of the four
27 ‘Main Sponsors’ was a Tate-controlled property. Defendants had no funding arrangement
28

1 and no judging panel, and never administered any judging of any submission —
2 demonstrating that the absence of judging and prize payment was not a matter of resource
3 constraint but of fraudulent intent at inception. These facts, which were within
4 Defendants’ knowledge at the time of each wire transmission, support a strong inference
5 of fraudulent intent when the prize representations were made and distinguish this action
6 from an ordinary breach of contract. Defendant Tate’s subsequent public commitment to
7 artificially inflate the \$DADDY token’s market capitalization to \$1 billion — “even if I
8 have to do it myself. Even if I have to buy it all myself” (predicate (aa); **Exhibit 56**) —
9 further demonstrates the enterprise’s methodology of representing token and prize
10 valuations to followers that are designed to be sustained by coordinated insider activity
11 rather than organic market demand. Defendant Tate’s separate public statement — “SEC,
12 come for me. I’m in Romania. There ain’t no SEC in Romania. We’re scammers, we’re
13 out here doing what we want. I’m gonna pump a coin up, make 10M, peel it off” (**Exhibit**
14 **57**) — is a direct, first-person admission of scienter and pump-and-dump methodology,
15 removing any doubt that the enterprise’s representations to participants regarding prizes,
16 funding, and token values were made with knowledge of and intent to perpetrate fraud.

17
18 (a) **Defendant Andrew Tate and FUNDRAISER.COM OPERATOR** — *January 12,*
19 *2025, X/Twitter (@CobraTate / @fundraiser_com),*
20 *x.com/cobratate/status/1878595249825828998* — Tate transmitted a video post via
21 interstate wire in which he personally declared, “I’ll be sponsoring everything myself via
22 Fundraiser.com,” falsely representing that over \$1,000,000 in prizes would be funded by
23 him personally, while standing in front of a television bearing the Hackathon’s visual
24 branding and logo. (Video subtitle transcript, 00:52–00:56.) At the time of this
25 transmission, the G DAO Treasury Wallet held approximately \$16,513 — less than 1.7%
26 of the promised total — and Tate had made no arrangement to fund the balance. (**Exhibit**
27 **26**.) In the same thread and on the same date, FUNDRAISER.COM OPERATOR
28 transmitted via interstate wire a public reply through its official @fundraiser_com
X/Twitter account stating “We encourage you!” — affirmatively endorsing Tate’s
personal sponsorship claim to Tate’s millions of followers and constituting a separate
predicate wire transmission in furtherance of the fraudulent scheme. (**Exhibit 41**.);

1 (b) **Defendant Andrew Tate and Defendant DEFIED TRUST DIGITAL TRADING**
2 **- FZCO LLC** — *On or about January 13, 2025, X/Twitter (@CobraTate),*
3 *x.com/cobratate/status/1878595359188070427* — Tate transmitted the Hackathon
4 announcement tweet via interstate wire from the @CobraTate account, soliciting
5 participation and Real World subscription purchases while falsely representing that the
6 Solana Foundation was a financial sponsor and partner — a representation the Solana
7 Foundation publicly disavowed the same day. The @CobraTate handle deploys the
8 COBRATATE federally registered wordmark (U.S. Reg. No. 7568611) owned by
9 Defendant DEFIED TRUST DIGITAL TRADING - FZCO LLC, which on information
10 and belief authorized, licensed, or permitted Tate’s use of that mark in this and every
11 other COBRATATE-branded promotional wire transmission in furtherance of the scheme
12 alleged herein, and received the revenue proceeds those transmissions generated —
13 rendering Defied Trust a causing participant in the wire transmission under 18 U.S.C.
§ 1343. *See United States v. Manion*, 339 F.3d 1153, 1156 (9th Cir. 2003) (defendant who
caused the use of the wires — whether personally or through another — is liable for wire
fraud). (**Exhibit 27**);

14 (c) **Defendant FUNDRAISER.COM OPERATOR** — *January 2025 through the*
15 *present, fundraiser.com/hackathon*: FUNDRAISER.COM OPERATOR transmitted and
16 maintained via interstate wire a Hackathon FAQ and prize pool display representing
17 \$1,000,000+ in prizes (**Exhibits 8, 23**), a free-of-charge Hackathon submission form at
18 */hackathon* (**Exhibit 24**) designed to attract aspiring AI builders, and, integrated with that
19 funnel, a lending-arm funding-application portal at */apply* directed at the same class of
20 participants — who, having submitted Hackathon projects, were channeled toward the
21 funding offering — requiring those */apply* applicants to maintain an active Real World
22 subscription (\$99/month) as a condition of any funding consideration, and a live
23 fundraiser.com page displaying subscription purchase activity alongside deceptive
24 funding offerings (including the “Access Up To \$1M In Venture Capital Funding”
25 representation) and logos of companies including Google, Airbnb, and Spotify (**Exhibits**
42, 77), while knowing that the G DAO Treasury Wallet — the sole purported prize fund
— never contained more than approximately \$16,513 and was incapable of paying the
advertised prizes;

26 (d) **Defendants Thrifty Consulting LLC, Thrift Technologies LLC, and Andrew**
27 **Joslin** — *January 2025 through the present, jointherealworld.com and*
28 *fundraiser.com/apply*: Thrifty Consulting, acting under the direction of Andrew Joslin
(sole governor of Thrift Technologies LLC, the 100% owner of Thrifty),

1 custom-integrated Thrifty’s subscription payment infrastructure with the Hackathon’s
2 root-domain funding application portal at fundraiser.com/apply, transmitting via interstate
3 wire repeated subscription charges of \$99/month from applicants as a requirement for
4 funding consideration, while benefiting from new subscribers directed to fundraiser.com
5 via the Hackathon fraud scheme. Thrift Technologies received upstream remittances of
6 those subscription proceeds through Joslin’s direction (ECF No. 27 [Thrift counsel
7 admission of 100% Thrift Technologies ownership]; ECF No. 25, Ex. 1 [Joslin sworn
8 declaration]; **Exhibit 16** [jointherealworld.com Privacy Policy naming Thrifty as
9 distributor]);

10 (e) **Defendants FUNDRAISER.COM OPERATOR, New Era Learning LLC (and/or**
11 **the enterprise operating under that trade name), and DEFIED TRUST DIGITAL**
12 **TRADING - FZCO LLC** — *January 2025 through the present,*
13 *fundraiser.com/hackathon and deck.fundraiser.com/aideck* — FUNDRAISER.COM
14 OPERATOR transmitted via interstate wire, and continues to transmit, the published
15 designation of **THE REAL WORLD** as a ‘**MAIN SPONSOR**’ of the Hackathon
16 (**Exhibit 15**), under the on-page representation that Main Sponsors “support and fund this
17 groundbreaking event.” That representation was materially false: no named Main Sponsor
18 — including THE REAL WORLD — committed institutional resources or funding to the
19 prize pool; three of the four named Main Sponsors were Defendants’ own controlled
20 brands; and the G DAO Treasury Wallet held under \$17,000 at the time of every prize
21 representation. The Main Sponsor designation deploys the THE REAL WORLD federally
22 registered wordmark (U.S. Reg. No. 8238028) owned by Defendant Defied Trust, which
23 on information and belief authorized the mark’s use in the designation and received the
24 revenue proceeds the resulting subscription-acquisition pipeline generated. The enterprise
25 operating under the “New Era Learning LLC” trade name did not correct, withdraw, or
26 disclaim the Main Sponsor designation despite the absence of any actual sponsor
27 commitment, and on information and belief authorized the designation’s continued
28 display through its operational control of the THE REAL WORLD brand (¶5a, ¶51). The
Main Sponsor designation operated as the institutional-legitimacy wrapper that induced
participant subscriptions and submissions throughout the relevant period;

(f) **Defendant Andrew Tate** — *January 30–31, 2025, X/Twitter (@CobraTate)*: On
January 30, 2025, Tate transmitted via interstate wire a targeted direct message to Bryan
Mitchell (Plaintiff’s brother) stating “Head of hackathon wants to reach out” and
soliciting Bryan Mitchell’s Telegram contact information, confirming upon receipt: “sent
you a msg ;).” (**Exhibit 30**.) This transmission personally brokered a Tate-directed

1 introduction between a Hackathon participant’s family member and Defendant Issa, the
2 enterprise’s hackathon administrator, who arrived on Telegram within minutes stating
3 “andrew told me to text you.” (**Exhibit 31**.) The following day, January 31, 2025, Tate
4 transmitted via interstate wire a public reply
5 (x.com/cobratate/status/1885431561857741088) to Plaintiff’s Hackathon showcase post,
6 characterizing Plaintiff’s Bangchain AI submission as “perfect for the average crypto
7 trader,” garnering 71,500 views. Upon information and belief, this transmission was not a
8 contest endorsement of Plaintiff’s AI project; it was a coordinated price-pump
9 communication aimed at the locked-up Bangchain cryptocurrency token (bearing the
10 identical name as Plaintiff’s project), engineered to drive Tate’s X/Twitter audience to
11 purchase the token at inflated valuations in a “rug-pull” scheme — whereby insider
12 holders (having acquired the supply pre-promotion) sell into the buy-side demand
13 generated by the promotion, leaving the followers who purchased on the public-facing
14 inducement holding tokens of rapidly collapsing value. The Bangchain token’s market
15 value rose above \$10,000,000 in the immediate aftermath of Tate’s transmission and then
16 collapsed in a coordinated sell-off by large holders, while Bryan Mitchell’s 25% locked
17 supply remained unable to be sold (¶22). Tate’s stated method for the \$DADDY token —
18 coordinated personal market support to maintain artificial valuations (“even if I have to
19 buy it all myself, it’s going to a billion”) — corroborates the same coordinated-trading
20 mechanism Plaintiff alleges was applied to the Bangchain token (predicate (aa); **Exhibit**
21 **56**). Further, in a separate publicly viewable clip preserved in third-party investigative
22 reporting (**Exhibit 57**), Defendant Tate described the same pump-and-dump methodology
23 in his own first person: “I’m gonna pump a coin up, make 10M, peel it off” — identifying
24 both the mechanism (pump up, extract value, exit) and a specific target dollar figure (\$10
25 million) consistent with the Bangchain token’s rise above \$10,000,000 in the immediate
26 aftermath of the January 31, 2025 transmission and its subsequent coordinated sell-off.
27 The transmission simultaneously reinforced all prior misrepresentations regarding
28 Hackathon legitimacy, induced continued participant reliance, and publicly associated
Plaintiff’s intellectual property with Tate’s brand and with the coordinated
price-manipulation scheme without consent. (**Exhibit 28**.) In the same thread, the official
@fundraiser_com X/Twitter account also publicly commented on the Bangchain post,
demonstrating coordinated enterprise-level engagement between Tate and
FUNDRAISER.COM OPERATOR in promoting Plaintiff’s submission while concealing
the absence of any legitimate judging or prize disbursement mechanism. (**Exhibit 40**.);

1 (g) **All Defendants, including Doe Defendants 1–10 and Roe Corporations 1–5** —
2 *January 13, 2025 through the present* — Beginning at least on January 13, 2025, when
3 the Solana Foundation publicly disavowed any involvement in the Hackathon (**Exhibit**
4 **10**), reinforced on or about January 17–18, 2025 by an X/Twitter Community Note
5 publicly affixed to Tate’s January 12, 2025 announcement video confirming the
6 disavowal (**Exhibit 48**), and continuing through the date of this First Amended
7 Complaint, each Defendant continued to conduct, sustain, or benefit from the Hackathon
8 scheme — without correcting, withdrawing, or disclaiming any prior misrepresentation
9 — through the following ongoing wire transmissions and structural acts: **Tate** — by
10 failing to delete or retract the January 12, 2025 sponsorship video despite the Community
11 Note correction, and by transmitting additional Hackathon and lending-arm promotional
12 posts on December 25, 2024, January 17, 2025, January 18, 2025, April 2, 2025, and
13 February 2, 2026 (predicates (r)–(u) and (v)–(x); **Exhibits 49–55**);
14 **FUNDRAISER.COM OPERATOR** — by continuing to operate
15 fundraiser.com/hackathon, displaying the prize pool, Main Sponsor designations,
16 “JUDGES STANDING BY” representation, contest terms, and the showcase including
17 Plaintiff’s submission, more than twelve months after the elapsed submission deadline; by
18 continuing to display the Solana Foundation logo on page 8 of
19 deck.fundraiser.com/aideck (**Exhibit 10**); and by deleting all originally authored posts on
20 the @fundraiser_com X/Twitter account after this lawsuit was filed (¶48(e); **Exhibits 40,**
21 **41**); **The enterprise operating under the “New Era Learning LLC” trade name** — by
22 failing to correct, withdraw, or disclaim the false Main Sponsor designation despite the
23 absence of any actual sponsor commitment; **Thrifty Consulting LLC, Thrift**
24 **Technologies LLC, and Andrew Joslin** — by continuing to operate the U.S.
25 subscription payment infrastructure and to collect \$99/month subscription fees from
26 applicants directed to fundraiser.com/apply through the Hackathon-fraud scheme;
27 **JOINTHEREALWORLD.COM OPERATOR** — by continuing to operate
28 jointherealworld.com and the subscription-verification API integration with
fundraiser.com/apply (**Exhibit 35**); and by continuing to be publicly designated —
through its THE REAL WORLD brand — as a Main Sponsor of the Hackathon on
fundraiser.com/hackathon and deck.fundraiser.com/aideck from January 2025 through the
date of this First Amended Complaint, without correcting, withdrawing, or disclaiming
that designation (**Exhibit 15**); **COBRATATE.COM OPERATOR** — by continuing to
operate the formspree.io-backed contact form (reached from the only contact link on
fundraiser.com) harvesting participant contact data into the enterprise’s marketing
distribution list; **TOPG.COM OPERATOR** — by continuing to operate topg.com as the

1 apparel-revenue and brand-authority outbound node from cobratate.com; and by
2 continuing to be publicly designated — through its TOP G brand — as a Main Sponsor of
3 the Hackathon on fundraiser.com/hackathon and deck.fundraiser.com/aideck from
4 January 2025 through the date of this First Amended Complaint, without correcting,
5 withdrawing, or disclaiming that designation (**Exhibit 15**); **NEWERALEARNING.NET**
6 **OPERATOR** — by continuing to operate the support@neweralearning.net infrastructure
7 and the coordinated false “SOLD OUT” \$499/month tier displayed on both
8 jointherealworld.com and university.com (**Exhibit 45**); **UNIVERSITY.COM**
9 **OPERATOR** — by continuing to operate checkout.university.com/checkout with the
10 same false-scarcity pricing architecture (**Exhibit 45**); **DEFIED TRUST DIGITAL**
11 **TRADING - FZCO LLC** — by continuing to authorize, license, or permit the use of the
12 **THE REAL WORLD, COBRATATE, and TOP G** federally registered wordmarks across
13 every consumer-facing platform of the enterprise, and by continuing to receive the
14 revenue proceeds those uses generated; **Defendant ISSA (@issathecooker)** — by failing
15 to delete or retract his January 12–13, 2025 retweet amplifying the false “Biggest Solana
16 AI Hackathon” representation notwithstanding the publicly affixed Community Note
17 correction (**Exhibit 48**); by failing to delete or retract his January 30, 2025 “thank you for
18 submitting to the hackathon” post publicly endorsing Plaintiff’s Hackathon submission
19 (**Exhibit 47**); by failing to disclose or unwind the Bangchain token-supply lock-up after
20 the coordinated sell-off described at ¶22 and predicate (f); by remaining in the operational
21 position to which Tate’s January 30, 2025 direct-message handoff brought him (**Exhibits**
22 **30, 31**); and by continuing to hold out as a coordinating administrator of a Hackathon for
23 which no judging was ever conducted and no prize was ever paid; **Defendant Tristan**
24 **Tate** — by failing to delete or retract his June 13, 2024 \$DADDY introduction and
25 burn/take poll transmissions (**Exhibit 59**); and by continuing to operate publicly under the
26 @TateTheTalisman handle consistent with COBRATATE.COM OPERATOR’s
27 “Talisman Enterprises” self-identification (¶5g, ¶5n); and **Doe Defendants 1–10 and Roe**
28 **Corporations 1–5** — by providing operational, financial, administrative, or
beneficial-ownership support to one or more aspects of the scheme. Each continuation,
each daily display of the live Hackathon prize-pool and pitch-deck pages, each monthly
subscription billing cycle, and each post-Solana-disavowal transmission identified herein
constitutes a separate use of interstate wire in furtherance of the same scheme,
collectively establishing the open-ended pattern of racketeering activity under *H.J. Inc.*;

(h) **Defendants FUNDRAISER.COM OPERATOR, Andrew Tate, and ISSA** —
January 31, 2025 through the present, fundraiser.com/hackathon showcase page —

1 FUNDRAISER.COM OPERATOR transmitted via interstate wire and continues to
2 publicly display Plaintiff's Bangchain AI submission as a featured entry on the
3 Hackathon showcase page at fundraiser.com/hackathon, commercially exploiting
4 Plaintiff's intellectual property without consent or compensation to attract further
5 participants and to drive traffic into the broader fundraiser.com platform and its lending
6 arm at fundraiser.com/apply. Upon information and belief, this display was placed on,
7 and remains on, the showcase pursuant to the quid pro quo described at ¶22 and predicate
8 (f): Defendant ISSA, acting on Tate's January 30, 2025 direct-message handoff (**Exhibit**
9 **30**), conditioned the showcase placement on the lock-up of 25% of the Bangchain token
10 supply ("You've locked your tokens so we will be adding Orifice to the
11 fundraiser.com/hackathon product showcase") (**Exhibit 31**), causing the placement to
12 occur; Tate transmitted the January 31, 2025 "perfect for the average crypto trader" reply
13 amplifying the showcase entry to his millions of X/Twitter followers and inducing
14 buy-side demand for the Bangchain token (predicate (f); **Exhibit 28**); and
15 FUNDRAISER.COM OPERATOR has maintained and continues to display the showcase
16 entry for more than fifteen months after the Hackathon submission deadline elapsed,
17 without Plaintiff's consent, without compensation, and without any judging result or prize
18 disbursement;

15 (i) **Defendants FUNDRAISER.COM OPERATOR,**
16 **JOINTHEREALWORLD.COM OPERATOR, the enterprise operating under the**
17 **"New Era Learning LLC" trade name, and Andrew Tate** — *January 2025 through*
18 *the present, fundraiser.com and jointherealworld.com* — Both fundraiser.com (operated
19 by FUNDRAISER.COM OPERATOR and used to host the Hackathon at
20 fundraiser.com/hackathon and the lending arm at fundraiser.com/apply) and
21 jointherealworld.com (operated by JOINTHEREALWORLD.COM OPERATOR and
22 disclosed in its Privacy Policy as "Owned and Managed by New Era Learning LLC,"
23 **Exhibit 16**) embed the same Google Tag Manager ("GTM") container ID in their
24 respective HTML source code. (**Exhibit 18**.) A GTM container is a backend
25 account-level asset — it is not publicly visible branding, it cannot be installed without
26 administrative access to the host website, and its purpose is to track the passage of users
27 from one website to the next for sales-traffic measurements and conversion analytics —
28 rendering the shared container ID consistent with, and supportive of an inference of,
common administrative control of both platforms within a single GTM account by a
common operator or enterprise. Defendant Tate publicly claimed both fundraiser.com and
jointherealworld.com as components of his integrated enterprise on December 25, 2024

1 (Exhibit 53; predicate (v)), corroborating the common-control inference. Each participant
 2 visit to fundraiser.com/hackathon — including each visit by Plaintiff and similarly
 3 situated participants induced by the false prize representations — transmitted behavioral
 4 and conversion data via interstate wire to the common GTM account, enabling
 5 Defendants to monitor, retarget, and commercially exploit those participants by directing
 6 them into the fundraiser.com/apply lending-arm funnel and into Real World subscription
 7 purchases at jointherealworld.com. The continuous series of wire transmissions through
 8 the shared GTM container constitutes an ongoing use of interstate wire in furtherance of
 9 the scheme;

10 (i-a) **Defendants FUNDRAISER.COM OPERATOR,**
 11 **JOINTHEREALWORLD.COM OPERATOR, the enterprise operating under the**
 12 **“New Era Learning LLC” trade name, Thrifty Consulting LLC, Thrift Technologies**
 13 **LLC, Andrew Joslin, and Andrew Tate** — *January 2025 through the present,*
 14 *fundraiser.com and jointherealworld.com* — The prize representations in predicate acts
 15 (a), (b), (c), and (e) served a dual commercial function beyond Hackathon promotion.
 16 **First**, they drove traffic from the Hackathon contest page at fundraiser.com/hackathon
 17 into the broader fundraiser.com platform and into the lending-arm interface at
 18 fundraiser.com/apply, where prospective entrepreneurs encountered the false
 19 representation that “up to \$1M in Venture Capital Funding” was available “immediately
 20 — without the headaches of extensive legality, paperwork and banking,” conditioned on
 21 the applicant holding an active Real World subscription — inducing applicants to
 22 purchase \$99/month subscriptions at jointherealworld.com through Thrifty Consulting
 23 LLC’s payment infrastructure under Defendant Joslin’s direction. **Second**, the prize
 24 representations and the lending-arm representations induced subscription **retention**: each
 25 applicant who had subscribed in order to access the false funding offering had a
 26 continuing financial incentive to maintain an active account while awaiting a funding
 27 determination that never came. Each month of subscription retention following the prize
 28 and funding representations constituted a separate and independent financial benefit to the
 enterprise causally traceable to the fraudulent scheme. The enterprise’s real revenue was
 subscriptions; the Hackathon and the lending arm operated as the dual mechanisms by
 which those subscriptions were induced and retained (see ¶48 common-purpose
 paragraph). (Exhibits 16, 24, 42.);

(i-b) **Defendants FUNDRAISER.COM OPERATOR, Andrew Tate, and DEFIED**
TRUST DIGITAL TRADING - FZCO LLC — *January 2025 through the present,*
deck.fundraiser.com/aideck (official Hackathon pitch deck) — FUNDRAISER.COM

1 OPERATOR transmitted via interstate wire, and continues to display, the official
2 Hackathon pitch deck at deck.fundraiser.com/aideck, which materially represented to
3 participants and prospective applicants that the Hackathon would provide: (1) a
4 “launchpad for AI startups”; (2) “private seed funding opportunities”; (3) “high-value
5 industry connections”; (4) one-on-one mentorship sessions; (5) Telegram access to
6 industry leaders; and (6) “life-changing prizes” — appearing on the “VISION &
7 ACHIEVEMENTS” and “NETWORKING & SOCIAL” pages (**Exhibits 9, 14**). These
8 entrepreneurial-advancement representations were independently material to participants
9 who might otherwise have been skeptical of a pure prize contest: the prospect of
10 startup-ecosystem access, seed-capital introductions, and mentorship induced both (a) the
11 submission of intellectual property to the Hackathon at fundraiser.com/hackathon, and (b)
12 entry into the broader fundraiser.com lending-arm pipeline at fundraiser.com/apply,
13 where the same entrepreneurial-funding narrative gated the \$99/month Real World
14 subscription (predicate (i-a); ¶48 common-purpose paragraph). On information and belief,
15 **none of these promises was fulfilled**: no judging was conducted; no mentorship sessions
16 were held; no Telegram access to industry leaders was provided; no seed-capital
17 introductions were arranged; no networking events were convened; and no prizes were
18 paid. The same pitch deck — viewable at the same URL through the date of this filing —
19 identifies all team members as “**Coming Soon**” on page 9 (**Exhibit 11**) and continues to
20 display the Solana Foundation logo on page 8 (**Exhibit 10**) sixteen months after the
21 Foundation’s public disavowal, demonstrating that no organizational structure ever
22 existed to deliver any of the promised advancement opportunities and supporting a strong
23 inference of fraudulent intent at inception (¶49(i)). The pitch deck simultaneously deploys
24 the COBRATATE and THE REAL WORLD federally registered wordmarks owned by
25 Defendant Defied Trust, which on information and belief authorized those marks’ use in
26 the deck and received the revenue proceeds the resulting subscription pipeline generated.
27 Each transmission of the pitch deck via interstate wire — including each daily render to a
28 new viewer through the date of this filing — constitutes a separate use of interstate wire
in furtherance of the scheme;

(j) **Defendant FUNDRAISER.COM OPERATOR** — *January 2025 through the present, fundraiser.com (including fundraiser.com/hackathon, fundraiser.com/apply, deck.fundraiser.com/aideck, and the @fundraiser_com X/Twitter account)* — FUNDRAISER.COM OPERATOR provided and continues to maintain the platform infrastructure through which the fraudulent Hackathon was hosted, transmitting via interstate wire each of the following: (1) the published prize-pool representations (\$1M+

1 in prizes including a \$500,000 Grand Prize and 49 additional prizes); (2) the “JUDGES
2 STANDING BY” representation (cross-ref predicate (x); **Exhibit 55**); (3) the published
3 four “Main Sponsors” list and the “support and fund this groundbreaking event”
4 representation (predicate (e); **Exhibit 15**); (4) the published contest terms, judging
5 criteria, and submission process; (5) the published project showcase including Plaintiff’s
6 Bangchain submission (predicate (h)); (6) the official Hackathon pitch deck at
7 deck.fundraiser.com/aideck, including its continuing display of the disavowed Solana
8 Foundation logo on page 8 (**Exhibit 10**) and its identification of all team members as
9 “Coming Soon” on page 9 (**Exhibit 11**) (predicate (i-b)); (7) the funding-application
10 interface at fundraiser.com/apply, displaying the false “up to \$1M in Venture Capital
11 Funding” representation and the “THE REAL WORLD STUDENT EXCLUSIVE
12 PERIOD” banner with live Real World subscription purchase notifications (predicate (c);
13 **Exhibits 42, 77**); and (8) the official @fundraiser_com X/Twitter account, used to
14 amplify Tate’s Hackathon transmissions (e.g., the “We encourage you!” reply on January
15 12, 2025, predicate (a); **Exhibit 41**) and to comment in real time on Plaintiff’s brother’s
16 Bangchain AI post in coordination with Tate’s “perfect for the average crypto trader”
17 endorsement on January 31, 2025 (predicate (f); **Exhibit 40**). FUNDRAISER.COM
18 OPERATOR accepted and retained Plaintiff’s project submission, **never conducted any
19 evaluation or judging of any submission, and never announced any winner**. The
20 Hackathon page at fundraiser.com/hackathon has remained continuously live since
21 January 2025, displaying the prize representations to every new visitor more than fifteen
22 months after the elapsed submission deadline — each day of continued display
23 constituting a separate wire transmission. Following commencement of this action,
24 FUNDRAISER.COM OPERATOR further deleted all originally authored posts on the
25 @fundraiser_com X/Twitter account (¶48(e)). FUNDRAISER.COM OPERATOR’s
26 hosting of the contest platform, operation of the lending-arm interface, control of the
27 @fundraiser_com account, and coordinated promotion of participant submissions
28 establish that FUNDRAISER.COM OPERATOR was an active, coordinating participant
in the enterprise’s operation — not a passive platform host — satisfying the
operation-or-management test of *Reves v. Ernst & Young*, 507 U.S. 170, 184 (1993).

(k) **Defendant Defied Trust Digital Trading FZCO** — *January 2025 through the present*: Upon information and belief, Defied Trust Digital Trading FZCO holds and controls the federally registered intellectual property associated with the enterprise — including the COBRATATE (Reg. No. 7568611), THE REAL WORLD, and TOP G trademarks — and authorized use of those marks in connection with the Hackathon

1 promotional materials, pitch deck, and sponsorship representations transmitted via
2 interstate wire. (**Exhibits 19, 20, 21, 22.**) By lending the institutional authority of
3 federally registered trademarks to promotional wire transmissions that falsely represented
4 \$1,000,000+ in available prizes, Defied Trust furthered the wire fraud scheme while
5 holding itself beyond the reach of U.S. judgment through its UAE free zone structure; and
6 **(l) Defendant Defied Trust Digital Trading FZCO and Defendants Thrifty
7 Consulting LLC, Thrift Technologies LLC, and Andrew Joslin — January 2025
8 through the present:** Upon information and belief, based on (1) Defied Trust’s status as a
9 UAE Hamriyah Free Zone entity that holds the intellectual property and beneficial
10 interest in the enterprise’s domestic operations; (2) Thrifty Consulting LLC’s admission
11 in the jointtherealworld.com Terms of Service and Privacy Policy — which state that
12 subscription distribution is performed “on behalf of New Era Learning LLC by Thrifty
13 Consulting LLC” (**Exhibit 16**) — confirming that Thrifty is the domestic payment
14 processor acting as agent for New Era, which is in turn the U.S.-facing entity of the
15 enterprise whose IP is held by Defied Trust; and (3) the reasonable inference that
16 subscription proceeds collected from U.S. consumers by a domestic LLC are periodically
17 remitted to the foreign entity holding the underlying IP and beneficial ownership —
18 Thrifty, under Joslin’s direction, transmitted or caused to be transmitted subscription
19 proceeds from U.S. participants outbound from the United States to Defied Trust in the
20 UAE, a tax-free jurisdiction. Each such remittance constitutes a separate wire
21 transmission in furtherance of the scheme. The specific amounts, timing, and routing of
22 those remittances are within Defendants’ exclusive knowledge and are subject to
23 confirmation through discovery.

19 **(m) Defendants TOPG.COM OPERATOR, JOINTHEREALWORLD.COM
20 OPERATOR, NEWERALEARNING.NET OPERATOR, Doe Defendants 1–10, and
21 Roe Corporations 1–5 — April 2024 through the present:** Upon information and belief,
22 NEWERALEARNING.NET OPERATOR received and read Plaintiff’s April 18, 2024
23 outreach to support@neweralearning.net proposing a strategic partnership on the Orifice
24 AI project (twitter.com/prince_of_fakes/status/1779342576925266064;
25 www.orifice.store) — the same project subsequently misappropriated into the Bangchain
26 token scheme (**Exhibit 44**). The transmission also shared a link to a publicly viewable
27 X/Twitter video of the Orifice AI project that, at the time of the outreach, had garnered
28 over 25 million views — demonstrating the project’s substantial pre-Hackathon public
visibility and commercial profile. This transmission gave the enterprise advance
knowledge of Plaintiff’s specific AI project nine months before the Hackathon launch,

1 supporting an inference that the subsequent misappropriation of that project’s name and
2 identity was targeted rather than coincidental. Additionally: TOPG.COM OPERATOR
3 transmitted and continues to transmit via interstate wire promotional content, brand
4 marks, and outbound links to fundraiser.com through topg.com, lending the “Top G”
5 brand authority to the Hackathon scheme and furthering the enterprise’s fraudulent
6 solicitations; JOINTHEREALWORLD.COM OPERATOR transmitted and continues to
7 transmit via interstate wire the Real World subscription portal at jointherealworld.com,
8 which shares the same Google Tag Manager container ID as fundraiser.com (**Exhibit 18**),
9 collected and processes subscription payments from funding-application applicants
10 directed from fundraiser.com/apply, and provided the subscription-verification API
11 integration through which fundraiser.com/apply required applicants to authenticate —
12 each visit, transaction, and authentication event constituting a separate interstate wire
13 transmission in furtherance of the fraudulent scheme. Doe Defendants 1–10 and Roe
14 Corporations 1–5 whose true names and capacities are currently unknown to Plaintiff also
15 participated in one or more of the predicate acts described in sub-paragraphs (a) through
16 (l) above and/or performed acts in further furtherance of the RICO Enterprise. Upon
17 information and belief: Does 1–3 and Roe Corporations 1–3 participated as the
18 individual(s) and entity/entities operating under the “Legendary Courses LLC” /
19 “Legendary Courses, Inc.” designation, lending additional nominal corporate structure to
20 obscure beneficial ownership and shield assets from judgment. Plaintiff will substitute the
21 true names of all Doe Defendants and Roe Corporations upon their identification through
22 discovery.

18 (n) **FUNDRAISER.COM OPERATOR and COBRATATE.COM OPERATOR** —
19 *January 2025 through the present, fundraiser.com and cobratate.com:*
20 FUNDRAISER.COM OPERATOR maintained a contact interface on fundraiser.com that
21 routed users via interstate wire to cobratate.com/contact; the contact submission form on
22 cobratate.com/contact purported to offer Hackathon participants direct personal
23 communication with Defendant Andrew Tate — the announced contest sponsor. The
24 form was built on the formspree.io backend — a commercial third-party email-collection
25 service — as shown in the page source (**Exhibit 37**). Submission of contact information
26 through that interface did not result in direct communication with Tate; it instead
27 transmitted the submitting user’s personal data — including name and email address — to
28 formspree.io for delivery to the form owner, populating the Tate enterprise’s commercial
email list and marketing distribution network without disclosure to the user of that
purpose. Each such transmission of personal contact data under false pretenses constituted

1 a use of interstate wire in furtherance of the scheme to defraud, expanding the enterprise's
2 subscriber-acquisition database at the expense of participants who believed they were
3 initiating direct personal contact with the contest sponsor. This predicate act was material
4 to the scheme: a participant who understood that the "contact Tate" interface was in fact a
5 commercial email-list enrollment mechanism would not have submitted their personal
6 contact data through it. (**Exhibits 17, 37, 65, 66.**)

6 (o) **Defendant EMORY ANDREW TATE III and NEWERALEARNING.NET OPERATOR** — *July 8, 2022, Hustlers University / New Era Learning LLC platform*: On
7 July 8, 2022, Defendant Tate and/or NEWERALEARNING.NET OPERATOR induced
8 Plaintiff Anthony Mitchell to purchase a \$49.99 monthly subscription to Hustlers
9 University (the predecessor platform to The Real World / jointherealworld.com) through
10 false representations made by Tate in YouTube promotional videos transmitted via
11 interstate wire. The specific false representations, documented by Plaintiff
12 contemporaneously on July 11, 2022, were: (1) that the War Room and Hustlers
13 University were covered by a single fee; (2) that expert instructors were "always available
14 to answer ANY question"; and (3) that subscribers could "cancel and get [their] money
15 back" if the product did not meet expectations. Each of these representations was false
16 when made: (1) separate fees applied; (2) Hustlers University support was non-responsive
17 while War Room support declined to assist with HU questions; and (3)
18 NEWERALEARNING.NET OPERATOR immediately cited a written "No Refund
19 Policy" upon Plaintiff's refund request. The wire transmissions constituting this predicate
20 act are: (i) Tate's YouTube promotional video(s) containing the false representations,
21 transmitted via interstate wire to Plaintiff; (ii) the Stripe charge of \$49.99 on July 8, 2022
22 to card ending 4978, transmitted from invoice+statements+acct_1LE9qPJelA7OBryz@stripe.com
23 to realanthonymitchell@gmail.com via interstate wire; and (iii) the
24 NEWERALEARNING.NET OPERATOR refund-denial response of July 11, 2022 from
25 support@neweralearning.net, enforcing a No Refund Policy that directly contradicted
26 Tate's public representations. This predicate act establishes that the Tate enterprise was
27 using the same wire fraud methodology — false public representations inducing
28 subscription payments, followed by no-refund enforcement — as early as July 2022,
nearly three years before the Hackathon launch. (**Exhibit 44.**)

26 (p) **Defendants NEWERALEARNING.NET OPERATOR, UNIVERSITY.COM OPERATOR, and JOINTHEREALWORLD.COM OPERATOR** — *Ongoing,*
27 *university.com and jointherealworld.com:* Both *university.com*
28

1 (checkout.university.com/checkout) and jointherealworld.com present subscription
2 pricing pages offering two tiers: (1) “Conquer” at \$99/month; and (2) “Vanguard” at
3 \$499/month, displayed with a prominent “SOLD OUT” banner. The pricing architecture,
4 tier names, feature descriptions, and “SOLD OUT” display are identical across both
5 platforms. Upon information and belief, the \$499/month Vanguard tier was never made
6 available for purchase on either platform and has been displayed in a “SOLD OUT” state
7 at all times. The persistent display of an unavailable higher-priced tier constitutes the
8 following false representations of material fact transmitted via interstate wire to each
9 prospective subscriber who views the pricing page: (i) that a \$499/month tier previously
10 existed and was purchased by other consumers until supply was exhausted (false social
11 proof); (ii) that \$99/month represents a favorable price relative to a real \$499/month
12 alternative (false anchoring); and (iii) that the \$99/month tier may similarly become
13 unavailable, creating artificial urgency to subscribe (false scarcity). Each display of the
14 pricing page via interstate wire to a prospective subscriber constitutes a use of interstate
15 wire in furtherance of a scheme to defraud through false and misleading material
16 representations. (**Exhibits 45, 46.**)

17 (q) **Defendant ISSA (@issathecooker)** — *June 11, 2024 and January 12–13 and*
18 *January 30, 2025, X/Twitter (@issathecooker)* — Defendant Issa transmitted via
19 interstate wire three separate X/Twitter posts coordinating with Defendant Tate around
20 Tate-affiliated cryptocurrency tokens and the Hackathon scheme. **First (pre-Hackathon**
21 **coordination)**, on June 11, 2024 (x.com/issathecooker/status/1800503662676246933),
22 Issa transmitted a public anti-sell coordination post stating, “anytime you think of jeeting
23 \$DADDY i want you to do something very simple / go to @cobratate’s twitter / go to
24 ‘likes’ / then lmk if you still feel like jeeting / i don’t think you’re bullish enough.”
25 (**Exhibit 60.**) The post publicly directed \$DADDY holders to use Defendant Tate’s
26 X/Twitter activity as a coordinated buy/hold signal — the earliest documented Issa-Tate
27 operational coordination on a Tate-affiliated cryptocurrency token and consistent with the
28 same price-protection mechanism subsequently applied to the Bangchain token at
predicate (f). **Second**, on or about January 12–13, 2025
(x.com/issathecooker/status/1878795465110568328), Issa transmitted a public post
stating, “Biggest Solana AI Hackathon to date. Unprecedented. Lets change the space,”
with a fundraiser.com/hackathon link, quote-retweeting Defendant Tate’s January 12,
2025 announcement video — the transmission subject to predicate act (a). Issa’s post
amplified the false Solana Foundation sponsorship representation to his audience and
falsely framed the Hackathon as a legitimate “Solana AI Hackathon.” An X/Twitter

1 Community Note now publicly affixed to the underlying Tate transmission reads: “0:05
 2 the Solana Foundation logo is shown. Solana is not involved in any way with this event,
 3 as confirmed by Akshay BD, the nCMO of the Solana Foundation,” establishing
 4 platform-level public notice of the Solana disavowal that Defendants have nevertheless
 5 declined to correct or retract. (**Exhibits 48, 10.**) **Third**, on January 30, 2025 — the same
 6 day as Defendant Tate’s direct-message handoff of Bryan Mitchell to Issa (predicate (f);
 7 **Exhibit 30**) — Issa transmitted via interstate wire a public post
 8 (x.com/issathecooker/status/1884919198951813403) stating “just ordered the future of
 9 finance and fleshlights / thank you for submitting to the hackathon @prince_of_fakes,”
 10 publicly endorsing Plaintiff’s submission as a Hackathon entry while tagging Bryan
 11 Mitchell’s X/Twitter handle. (**Exhibit 47.**) Each transmission was a use of interstate wire
 12 in furtherance of the same scheme and predicates Issa’s individual RICO liability;

13 (r) **Defendant Andrew Tate and Defendant DEFIED TRUST DIGITAL TRADING**
 14 **- FZCO LLC** — *October 2, 2024, X/Twitter (@CobraTate),*
 15 *x.com/Cobratate/status/1841510785991999744* — Three months **before** the January 12,
 16 2025 Hackathon announcement, Defendant Tate transmitted via interstate wire a post on
 17 the @CobraTate account stating: “Achieve FUNDING now. I have 50 million dollars to
 18 grow ... 50 million dollars of capital is ONLINE. I have funded student’s ideas instantly,
 19 all you have to do is provide a complete and convincing plan. A brand new future starts
 20 with one click. Acquire funding instantly here: fundraiser.com.” The post was viewed
 21 approximately 3.1 million times. The post falsely represented a \$50,000,000 funding
 22 capacity personally controlled by Tate and falsely represented that Tate had already
 23 “funded student’s ideas instantly” through fundraiser.com — representations belied by
 24 the G DAO Treasury Wallet’s \$16,513 balance three months later and by the absence of
 25 any documented funding disbursement. This transmission predates the Hackathon and
 26 establishes that the fundraiser.com lending-arm false-funding scheme was operational
 27 before the Hackathon was launched, corroborating the Hackathon-as-traffic-funnel theory
 28 pleaded at ¶48. The post was transmitted from the @CobraTate handle, deploying the
 COBRATATE federally registered wordmark (U.S. Reg. No. 7568611) owned by
 Defendant Defied Trust, which on information and belief authorized the mark’s use in this
 transmission and received the revenue proceeds it generated. (**Exhibit 49**);

(s) **Defendant Andrew Tate and Defendant DEFIED TRUST DIGITAL TRADING**
- FZCO LLC — *December 6, 2024, X/Twitter (@CobraTate),*
x.com/Cobratate/status/1865013965132013721 — On December 6, 2024 —
 approximately one month before the Hackathon announcement — Defendant Tate

1 transmitted via interstate wire a public post on the @CobraTate account (quote-retweeting
 2 his Oct 2, 2024 \$50M post) stating: “We are 50% through proposed business plans.
 3 Submit your ideas for funding via Fundraiser.com.” The post was viewed approximately
 4 722,800 times. The “50% through” representation implies an active, ongoing, legitimate
 5 funding-review process that, on information and belief, did not exist. The transmission
 6 was again made under the COBRATATE mark owned by Defendant Defied Trust.
 7 **(Exhibit 50);**

8 **(t) Defendant Andrew Tate and Defendant DEFIED TRUST DIGITAL TRADING -**
 9 **FZCO LLC — April 2, 2025, X/Twitter (@CobraTate),**
 10 *x.com/Cobratate/status/1907528707092177302* — On April 2, 2025 — approximately
 11 six weeks after the Hackathon submission deadline elapsed without any prize being paid
 12 — Defendant Tate transmitted via interstate wire a public post on the @CobraTate
 13 account stating: “Students of THE REAL WORLD are not only taught how to make
 14 money online, They also have access to funding. Learn more and apply with your
 15 business here: fundraiser.com.” The post was viewed approximately 734,900 times. This
 16 transmission constitutes a public Tate-authored representation conditioning access to the
 17 represented fundraiser.com lending-arm funding on maintenance of a \$99/month The
 18 Real World subscription — a representation used to fraudulently induce subscription
 19 purchases under the false promise of legitimate funding access (the lending arm having,
 20 on information and belief, disbursed less than the funding it has publicly represented and,
 21 at all relevant times, collected more revenue through subscriptions than it has disbursed in
 22 funding) — and corroborating the subscription-as-fraudulent-funding-gate theory pleaded
 23 at ¶48 and the JOINTHEREALWORLD.COM OPERATOR subscription-verification
 24 API integration pleaded at ¶5h. The post simultaneously deploys the COBRATATE and
 25 THE REAL WORLD federally registered wordmarks — both owned by Defendant
 26 Defied Trust. **(Exhibit 51);**

27 **(u) Defendant Andrew Tate and Defendant DEFIED TRUST DIGITAL TRADING**
 28 **- FZCO LLC — February 2, 2026, X/Twitter (@CobraTate),**
x.com/Cobratate/status/2018268930410987776 — On February 2, 2026 — **13 months**
after the Hackathon launch and approximately three weeks before the original
Complaint in this action was filed — Defendant Tate transmitted via interstate wire a
 public post on the @CobraTate account stating: “Allocating a further 10,000,000 usd to
 fund projects via Fundraiser.com.” The post was viewed approximately 300,000 times.
 Within minutes of the post, a non-party X/Twitter user operating under the handle
 @StevieGMarrero publicly replied: “I submitted an application for fundraiser.com ...

1 Although I'm technically not a member of 'the real world' I always thought that was the
2 boys club and, right now I don't even have 100 bucks in my account to sign up even if I
3 wanted to. So, not sure if that means my submission is just going to be floating in limbo
4 indefinitely." The @StevieGMarrero reply is a non-party contemporaneous public
5 corroboration of the exact scheme alleged in this complaint: a fundraiser.com application
6 gated by the \$99/month The Real World subscription, with the applicant's submission
7 "floating in limbo indefinitely." The transmission is again made under the COBRATATE
8 mark owned by Defendant Defied Trust. Combined with the July 8, 2022 Stripe
9 transaction pleaded in predicate (o), this transmission extends the documented pattern of
10 racketeering activity to span **July 8, 2022 through February 2, 2026 — over three
11 years, seven months — and continuing. (Exhibit 52).**

12 (v) **Defendant Andrew Tate and Defendant DEFIED TRUST DIGITAL TRADING**
13 **- FZCO LLC — December 25, 2024, X/Twitter (@CobraTate),**
14 **x.com/Cobratate/status/1872050960530296836** — On December 25, 2024, Defendant
15 Tate transmitted via interstate wire on the @CobraTate account a "Tate Pledge" post
16 publicly identifying his own commercial platforms, including: "Fundraiser.com = funding
17 my fans companies"; "Jointherealworld.com = largest online financial education platform
18 in existence (earn money instantly)"; "University.com = largest online financial education
19 platform in existence (earn money instantly)"; and "\$Daddy = For the culture." The post
20 was viewed approximately 3.3 million times. This transmission constitutes a public,
21 Tate-authored admission that fundraiser.com, jointherealworld.com, university.com, and
22 the \$DADDY cryptocurrency token are all Tate-controlled components of a single
23 integrated enterprise. The identical descriptions of jointherealworld.com and
24 university.com defeat any defense that these are separate third-party platforms; the
25 \$DADDY admission links the \$DADDY token — upon information and belief developed
26 by Defendant Issa — to Tate's ecosystem. The post also re-affirmed the fundraiser.com
27 lending-arm representation ("funding my fans companies") at a time when, upon
28 information and belief, no such funding had been disbursed. The transmission is again
made under the COBRATATE mark owned by Defendant Defied Trust. **(Exhibit 53);**

24 (w) **Defendant Andrew Tate and Defendant DEFIED TRUST DIGITAL TRADING**
25 **- FZCO LLC — January 17, 2025, X/Twitter (@CobraTate),**
26 **x.com/Cobratate/status/1880216165345292632** — On January 17, 2025, Defendant Tate
27 transmitted via interstate wire on the @CobraTate account a Hackathon promotional post
28 bearing the Hackathon's visual branding and the text "\$1 MILLION DOLLARS IN
PRIZES / HACKATHON G-AI / JANUARY 15TH - 30TH," with the caption

1 “Fundraiser.com/hackathon.” The post was viewed approximately 166,800 times. This is
2 a separate Tate wire transmission of the false \$1M+ prize representation made at a time
3 when the G DAO Treasury Wallet held approximately \$16,513. The transmission is again
4 made under the COBRATATE mark owned by Defendant Defied Trust. (**Exhibit 54**);

5 (x) **Defendant Andrew Tate and Defendant DEFIED TRUST DIGITAL TRADING**
6 **- FZCO LLC** — *January 18, 2025, X/Twitter (@CobraTate),*
7 *x.com/Cobratate/status/1880819617003680081* — On January 18, 2025, Defendant Tate
8 transmitted via interstate wire on the @CobraTate account the following post in
9 connection with the Hackathon: “ROBOT ARMY WITH \$DADDY / I WILL ENDORSE
10 THE BEST AI PROJECT THAT COMMITS TO BURNING 1% OF THEIR SUPPLY
11 THROUGH THE G DAO WALLET FOR THE HACKATHON / THIS IS THE G DAO
12 TREASURY WALLET THAT SPONSORS THE HACKATHON
13 55Z8pYaQnpd9QyENdyVRYWkm76ee15WRnLakEDwS7Xq / (TOKENS WILL NOT
14 BE SOLD) / THE JUDGES ARE STANDING BY.” The post was viewed approximately
15 423,100 times. The transmission contains four independently material misrepresentations:
16 **First**, Tate publicly conditioned his contest endorsement — the represented prize benefit
17 — on every project burning 1% of its token supply through the G DAO Treasury Wallet.
18 [In cryptocurrency parlance, to “burn” a token means to permanently remove it from
19 circulation by transmitting it to an inaccessible “burn address” from which no party —
20 including the issuer — can recover, spend, or transfer it, thereby reducing total circulating
21 supply and proportionately increasing the value of all remaining tokens. By directing
22 participants to “burn” 1% of each token’s supply by sending it to the G DAO Treasury
23 Wallet — a wallet under the enterprise’s own control, not a burn address — Tate did not
24 in fact require destruction of those tokens but instead required transfer of beneficial
25 control over them to the enterprise itself, on information and belief affording the
26 enterprise the opportunity to monitor, accumulate, promote, or liquidate those tokens at
27 the enterprise’s election.] This was a transformation of the Hackathon into a coordinated
28 token-supply manipulation scheme on its face and confirmed that the Bangchain
25%-supply lock-up quid pro quo described at ¶22 was not unique to Plaintiff but the
publicly stated structural condition of the entire Hackathon. On information and belief, in
response to this transmission the G DAO Treasury Wallet subsequently received several
incoming token deposits from participant projects attempting to comply with the
burn-for-endorsement condition (**Exhibit 76**), yet none of those participant projects were
subsequently endorsed by Defendant Tate or otherwise rewarded with the represented
contest benefit. **Second**, by publishing the G DAO Treasury Wallet address

1 (55Z8pYaQnpd9QyENdyVRYWkm76ee15WRnLakEDwS7Xq), Tate personally
2 designated and authenticated the wallet whose publicly verifiable on-chain balance held
3 approximately \$16,513 at the time of every prize representation and had never executed
4 an outgoing transaction. That approximately \$16,513 balance represented, on information
5 and belief, the accumulated value of the participant-project tokens that had been
6 transmitted to the wallet at Defendant Tate’s direction under the “burn” framing described
7 above — not any prize-fund contribution from Tate personally or from any Main Sponsor
8 — directly contradicting Tate’s January 12, 2025 “I’ll be sponsoring everything myself”
9 representation (¶22; predicate (a)) and Defendants’ published representation that the Main
10 Sponsors (THE REAL WORLD, TOP G, FUNDRAISER.COM, and the Solana
11 Foundation) “support and fund” the event (predicate (e); **Exhibits 10, 15**). **Third**, the
12 representation “(TOKENS WILL NOT BE SOLD)” was false: the coordinated sell-off of
13 the Bangchain token occurred thirteen days later (January 31, 2025), and no Defendant
14 has produced evidence of any tokens received via the burn mechanism having been
15 preserved. **Fourth**, the representation “THE JUDGES ARE STANDING BY” was
16 materially false: no judging panel existed (the pitch deck’s team-members page identified
17 all team members as “Coming Soon,” **Exhibit 11**), no judging was conducted, no winners
18 were announced, and no prizes were paid — supporting a strong inference of fraudulent
19 intent at inception. The transmission is again made under the COBRATATE mark owned
20 by Defendant Defied Trust. (**Exhibit 55**).

17 (aa) **Defendant Andrew Tate and Doe Defendants 4–10 (the coordinated operational
18 personnel through which Tate executes the token-issuance and price-manipulation
19 activity)** — *Andrew Tate “\$Daddy Coin” YouTube interview, <https://www.youtube.com/watch?v=Q7uqLT9Rvmo>* — Defendant Tate transmitted via
20 interstate wire a public YouTube interview in which Tate made the following material
21 disclosures and representations as the publicly self-identified operator of “an actual
22 infrastructure and ecosystem” supporting his \$DADDY operations (**Exhibit 56** at 00:53):
23 (1) **Operational admission re \$DADDY**. Tate publicly admitted that “I’ve made
24 DaddyCoin” (**Exhibit 56** at 00:03), then immediately self-corrected on camera when the
25 interviewer echoed back the claim — stating: “Well, no. **Somebody else created
26 DaddyCoin, and then I decided to work with him**” (**Exhibit 56** at 00:08–12). The
27 unnamed third-party developer Tate “decided to work with” is, on information and belief
28 and as independently corroborated by (i) Tate’s January 30, 2025 X/Twitter DM to Bryan
Mitchell representing that the “Head of hackathon” would reach out and soliciting
Bryan’s Telegram (**Exhibit 30**); (ii) Issa’s immediate ratifying Telegram contact to Bryan

1 within minutes thereafter, opening with “andrew told me to text you” (**Exhibit 31**); and
2 (iii) Issa’s contemporaneous self-identification in those same Telegram messages as the
3 developer of \$DADDY (**Exhibit 31, p. 4; ¶5k(2)**), Defendant Issa. Tate further admitted
4 that his ecosystem “can back up Daddy” (**Exhibit 56** at 01:02); (2) **Crypto-infrastructure and coordinated-operations admission.** Tate stated he
5 maintains “an actual infrastructure and ecosystem that can back up daddy” (id. at 00:53),
6 and described his coordinated operations using plural first-person pronouns including
7 “we’re gonna go and get SEC approval” with reference to his “legal team” regarding the
8 Real World token (id. at 03:14) — corroborating the “token-issuance and
9 price-manipulation layer” alleged at ¶48(a)(3) and reflected in the on-chain and
10 social-media coordination described at ¶22 and predicates (f), (h), (q), and (x); (3) **Real
11 World subscription – token economics linkage.** Tate publicly stated that “the profits
12 from the school each month will be divided by the token holders. So however much of the
13 supply of token you own, you’re going to get paid daily or monthly or weekly from the
14 profits of the school. ... Basically, you’ll be able to buy 5% of my school by buying 5% of
15 the real world token supply. So I’m going public, but like Web 3.” (id. at 02:46.) This
16 statement directly corroborates the FAC’s subscription-as-investment-vehicle theory
17 pleaded at ¶48 (common-purpose paragraph), ¶5h (JOINTHEREALWORLD.COM
18 OPERATOR’s subscription-verification API), and predicate (i-a)
19 (subscription-monetization linkage); (4) **Public coordinated-market-manipulation
20 commitment.** Tate publicly committed to bringing the \$DADDY token to a \$1 billion
21 market capitalization, stating: “Daddy will go to a billion. I’m telling you, at some point
22 in the next three or four years, Daddy’s going to go to a billion. **Even if I have to do it
23 myself. Even if I have to buy it all myself, it’s going to a billion.** Just so I can say I did
24 it, it’s going to a billion. So there’s no doubt about that.” (id.) Upon information and
25 belief, this statement was transmitted via interstate wire for the purpose of inducing
26 listeners holding \$DADDY tokens to retain those tokens, and inducing additional
27 listeners to purchase \$DADDY tokens, in reliance on a publicly-promised future inflation
28 event that Tate — presently subject to pre-trial restrictions in Romania and the United
Kingdom and to U.K. court-ordered forfeiture of approximately £2.7 million in assets (¶5;
Chief Constable of Devon and Cornwall Police v. Tate, 18 Dec. 2024) — could not
honestly perform consistently. The statement operates as the publicly stated mechanism
by which Tate maintains artificial \$DADDY valuations through coordinated personal
market activity, corroborating the same coordinated-trading mechanism Plaintiff alleges
was applied to the Bangchain token at predicate (f) and ¶22; (5) **Pattern admission of
paid coin-promotion arrangements.** Tate publicly acknowledged having promoted a

1 separate “MAGA” coin via X/Twitter Space with undisclosed compensation handled
2 through his legal team (id. at 05:28) — pattern evidence consistent with the commercial
3 nature of the Bangchain promotional transmissions at predicate (f); and (6) **Direct**
4 **pump-and-dump methodology and regulatory-evasion admission.** In a separate
5 publicly viewable Tate video clip preserved in third-party investigative reporting (**Exhibit**
6 **57**), Defendant Tate stated, on camera and in his own voice: “SEC, come for me. I’m in
7 Romania. There ain’t no SEC in Romania. We’re scammers, we’re out here doing what
8 we want. I’m gonna pump a coin up, make 10M, peel it off.” This statement constitutes a
9 direct, first-person admission by Defendant Tate of (a) the precise pump-and-dump
10 methodology (pump, exit at a specified dollar figure, “peel it off”) Plaintiff alleges was
11 applied to the Bangchain token at ¶22 and predicate (f); (b) scienter (“we’re scammers”);
12 and (c) a regulatory-evasion strategy premised on Tate’s Romanian domicile. The plural
13 first person (“we’re”) further confirms that Tate operates within a coordinated group —
14 supporting the association-in-fact RICO enterprise theory at ¶48 and corroborating the
15 “actual infrastructure and ecosystem” and coordinated-operations admissions Tate
16 independently described in the \$DADDY interview (**Exhibit 56** at 00:53, 03:14). **Do**
17 **Defendants 4–10** are the individuals comprising the coordinated operational personnel
18 through which Tate executes the token-issuance and price-manipulation activity described
19 at ¶48(a)(3) — corroborated by Tate’s plural-first-person admissions (“we’re scammers,”
20 **Exhibit 57**; “we’re gonna go and get SEC approval,” **Exhibit 56** at 03:14) — whose true
21 identities are presently unknown to Plaintiff and will be substituted upon identification
22 through discovery (¶7). (**Exhibits 56, 57.**)

18 (y) **Defendant JOINTHEREALWORLD.COM OPERATOR** — *July 5, 2024 through*
19 *June 4, 2025, X/Twitter (@therealworld_ai, the verified official account for*
20 *jointherealworld.com)* — JOINTHEREALWORLD.COM OPERATOR transmitted via
21 interstate wire, through the verified @therealworld_ai X/Twitter account, at least three
22 dated \$DADDY-token promotional posts spanning approximately eleven months: (a)
23 **July 5, 2024**: “\$DADDY still holding strong while the entire crypto market is bleeding”;
24 (b) **January 18, 2025**: “\$DADDY x \$TRUMP TAKEOVER” — transmitted the same
25 day as Defendant Tate’s “ROBOT ARMY WITH \$DADDY” transmission (predicate (x);
26 **Exhibit 55**); and (c) **June 4, 2025**: “\$DADDY and \$TRW this cycle” — pairing the
27 \$DADDY token with the “\$TRW” Real World token publicly contemplated by Defendant
28 Tate (**Exhibit 56** at 02:46). (**Exhibit 58.**) The transmissions establish that
JOINTHEREALWORLD.COM OPERATOR — operator of the subscription portal at
which \$99/month Real World subscriptions are paid — is also an active participant in the

1 token-issuance and price-manipulation layer of the enterprise (§48(a)(3)), publicly
 2 promoting \$DADDY and the projected Real World token through the same account
 3 whose subscription-verification API gates access to fundraiser.com/apply. The same-day
 4 January 18, 2025 coordination with Defendant Tate’s “ROBOT ARMY WITH
 5 \$DADDY” transmission demonstrates operational coordination across multiple
 6 enterprise-controlled accounts on the date the token-burn quid pro quo (predicate (x)) was
 publicly announced;

7 (z) **Defendant Tristan Tate (@TateTheTalisman) and Defendant Andrew Tate**
 8 **(@Cobratate)** — *June 13, 2024, X/Twitter (@TateTheTalisman)* — Defendant Tristan
 9 Tate transmitted via interstate wire two coordinated June 13, 2024 X/Twitter posts
 10 launching and promoting the \$DADDY cryptocurrency token in conjunction with
 11 Defendant Andrew Tate: (a) a public poll asking whether Andrew Tate would “sell the
 12 100 million dollars, take the cash and run. Or will he burn it and keep his promise to the
 13 \$daddy community so everybody wins but him” (34,361 votes; 308,000 views; 76% “He
 14 will burn the money”); and (b) an introduction post stating, “Ladies and gentlemen...
 15 Crypto has a new \$daddy. Let me introduce you to Andrew Tate. @Cobratate,” with an
 16 embedded Solana blockchain transaction screenshot (Block #271664032, June 13, 2024
 17 20:36:03 UTC; signer address
 18 HDrbnUYk6MWVr51D5J1xfWBP2XCaVrcjWZvoA5mpuwdq). (**Exhibit 59**.) The
 19 transmissions establish (i) Tristan Tate’s direct coordinated participation, with Andrew
 20 Tate, in the public launch promotion of the \$DADDY token from the token’s
 21 introduction; (ii) the use of a public “burn vs. take’ poll as a commitment device
 22 structuring a subsequent market-affecting “burn” action that Andrew Tate later publicly
 23 confirmed (**Exhibit 56** at 01:02); and (iii) Tristan Tate’s operation under the “Talisman”
 24 identifier (@TateTheTalisman) consistent with COBRATATE.COM OPERATOR’s
 self-identification as “Talisman Enterprises” (§5g, §5n; **Exhibit 36**). The transmissions
 further establish operational coordination predating the Hackathon scheme by
 approximately seven months, supporting an inference that Tate-family coordination on
 cryptocurrency-token promotion was operationally active prior to and contemporaneously
 with the conduct underlying Plaintiff’s Bangchain-related claims.

25 50. The predicate acts alleged above were related because they arose from a
 26 common scheme to defraud aspiring AI builders — including Plaintiff and similarly
 27 situated participants — by attracting them through the free Hackathon entry at
 28 */hackathon*, extracting their intellectual property and development labor, and then

1 channeling the same class of persons toward the lending-arm funding offering at */apply*,
2 where Defendants extracted \$99/month Real World subscription fees as a condition of
3 any funding consideration, under false pretenses. A pattern of racketeering activity
4 requires ‘continuity plus relationship.’ *Sedima, S.P.R.L. v. Imrex Co.*, 473 U.S. 479, 496
5 n.14 (1985); *H.J. Inc. v. Nw. Bell Tel. Co.*, 492 U.S. 229, 239 (1989). Multi-victim
6 continuity is established by the number of victims, the number of predicate acts, and the
7 variety of racketeering activity. *Allwaste, Inc. v. Hecht*, 65 F.3d 1523, 1527 (9th Cir.
8 1995); *Religious Tech. Ctr. v. Wollersheim*, 971 F.2d 364, 366–67 (9th Cir. 1992).
9 Continuity is established here by four independent factors, each sufficient alone: (a)
10 *Temporal scope* — the predicate wire transmissions alleged above span over three years,
11 seven months (July 8, 2022 through February 2, 2026, and continuing), with predicate act
12 (o) establishing that the enterprise was operating the same wire-fraud-based subscription
13 methodology against this specific Plaintiff as early as 2022, satisfying closed-ended
14 continuity by a significant margin, and the predicate wire transmissions continue without
15 interruption through the date of this First Amended Complaint, establishing open-ended
16 continuity in parallel. *Allwaste* is distinguishable on duration: the Ninth Circuit rejected
17 the RICO pattern there because the predicates spanned only approximately four to ten
18 months — whereas the predicates pleaded here span more than three years and seven
19 months, comfortably within *H.J. Inc.*’s closed-ended-continuity zone; (b) *Multiple victims*
20 — the scheme produced overlapping victim classes drawn from the same population of
21 aspiring AI builders. The free Hackathon entry at */hackathon* attracted
22 developer-participants who, in reliance on the prize-pool and judging representations,
23 expended substantial development labor and submitted intellectual property; the same
24 population was then channeled toward the lending-arm funding offering at */apply*, where
25 Defendants extracted \$99/month Real World subscription fees as a condition of any
26 funding consideration. Each Hackathon participant — including Plaintiff — is a victim as
27 to the intellectual-property and labor injury; each Hackathon-driven */apply* applicant who
28

1 purchased or maintained a Real World subscription in reliance on Defendants' funding
2 representations is a victim as to the subscription injury. Many participants fall within both
3 classes. The scheme targeted not a single counterparty but entire classes of participants.
4 The intellectual-property-and-labor injury is shared by at least four other identified
5 Hackathon participants: one whose submission appears alongside Plaintiff's on the
6 fundraiser.com showcase (**Exhibits 25, 39**), and at least three others who publicly
7 announced their entries on X/Twitter (**Exhibit 38**), each of whom received no prize, no
8 judging result, and no communication from Defendants. The injury is further extended, on
9 information and belief, to all participant projects that transmitted cryptocurrency tokens to
10 the G DAO Treasury Wallet in compliance with Defendant Tate's burn-for-endorsement
11 condition (**Exhibit 76**; predicate (x)), none of which (on information and belief) received
12 Tate's endorsement, judging result, or any contest benefit in return. Plaintiff's separate
13 2022 \$49.99 Hustlers University subscription injury (predicate (o)) is distinct from these
14 Hackathon-and-lending-arm-related injuries; (c) *Ongoing operation* —
15 fundraiser.com/hackathon remained publicly accessible and displaying prize
16 commitments as of the date of this filing, and no prize has been awarded or announced,
17 demonstrating open-ended continuity; and (d) *Subscriber-base architecture* — because
18 the funding application arm at fundraiser.com/apply required an active \$99/month
19 subscription, and prize results were never announced, the enterprise's
20 subscription-monetization model created a structurally open-ended threat of continued
21 fraudulent retention against any future Hackathon participant. The
22 subscription-monetization infrastructure at issue — Thrifty Consulting LLC's payment
23 system integrated with fundraiser.com/apply and the Real World subscription portal at
24 jointherealworld.com — was operational before the Hackathon launched in January 2025,
25 continued without interruption throughout the Hackathon event period, and remained
26 active collecting subscription fees long after the submission deadline elapsed without any
27 judging or prize payment. This pre-existing, continuous, and post-event subscription
28

1 operation independently satisfies both closed-ended continuity — the subscription billing
2 cycle constitutes a series of related predicate wire transmissions spanning more than
3 twelve months — and open-ended continuity, because the structural dependency between
4 subscription eligibility and prize eligibility created an inherent threat of continued
5 fraudulent retention so long as the subscription platform remained operational and no
6 prize was paid. *H.J. Inc. v. Nw. Bell Tel. Co.*, 492 U.S. 229, 241–43 (1989). The RICO
7 Enterprise — including each named Defendant, each Doe Defendant 1–10, and each Roe
8 Corporation 1–5 — satisfies the pattern requirement and establishes an open-ended threat
9 of continued fraudulent solicitation to future participants.

10
11 50a. Each member of the RICO Enterprise derived specific financial or
12 operational benefit from the fraudulent scheme. **Defendant Tate** received promotional
13 amplification of his personal brand, subscriber acquisition for The Real World, and the
14 commercial appearance of a legitimate technology investment sponsorship. **Defendant**
15 **New Era Learning LLC** received Hackathon application data, Google Tag Manager
16 analytics integration tied to the submission pipeline (Exhibit 18), and ongoing subscriber
17 revenue attributable to Hackathon promotion. **FUNDRAISER.COM OPERATOR**
18 received platform traffic, project submissions, and the commercial value of Tate’s public
19 endorsements directing participants to fundraiser.com. **Defendant Thrifty Consulting**
20 **LLC and Thrift Technologies, Inc.** received payment-processing revenue on each
21 \$99/month subscription maintained in reliance on prize representations. **Defendant**
22 **Andrew Joslin**, as sole Governor of Thrift Technologies, Inc., directed and benefited
23 from subscription infrastructure revenue throughout the scheme. **Defendant Defied Trust**
24 **LLC** received licensing and trademark value attributable to the enterprise operating under
25 its registered marks THE REAL WORLD and TOP G. **COBRATATE.COM**
26 **OPERATOR, JOINTHEREALWORLD.COM OPERATOR, and TOPG.COM**
27 **OPERATOR** each received web traffic, subscription conversions, and brand-authority
28

1 value from their respective roles in the enterprise’s promotional and monetization
2 ecosystem.

3 51. A civil RICO plaintiff must demonstrate injury to his business or property
4 ‘by reason of’ the RICO violation, establishing both but-for and proximate causation.
5 *Holmes v. Securities Investor Protection Corp.*, 503 U.S. 258, 268 (1992). The
6 direct-victim requirement is satisfied: Plaintiff was not a third-party bystander but the
7 foreseeable, immediate, and intended target of each fraudulent wire transmission
8 described above. *Anza v. Ideal Steel Supply Corp.*, 547 U.S. 451, 461 (2006); *Bridge v.*
9 *Phoenix Bond & Indemnity Co.*, 553 U.S. 639, 654 (2008). As a direct and proximate
10 result of the pattern of racketeering activity, Plaintiff suffered the following injuries, with
11 defendant-specific causation: (a) **\$49.99 subscription fee (July 2022, on information**
12 **and belief never refunded)** — caused by Defendant Tate’s YouTube promotional videos
13 containing false representations about Hustlers University (predicate (o); **Exhibit 44**):
14 that the War Room and Hustlers University were covered by a single fee; that instructors
15 were always available to answer any question; and that subscribers could cancel and
16 receive a full refund. Plaintiff paid the \$49.99 fee via interstate wire in reliance on those
17 representations, and on information and belief received no refund of that amount. The
18 hackathon submission at fundraiser.com/hackathon did not require a subscription as a
19 condition of entry; Plaintiff’s subscription injury is therefore the 2022 HU payment
20 caused by predicate (o), not a payment made in reliance on hackathon prize
21 representations. To the extent records produced in discovery demonstrate that a refund
22 was subsequently processed, predicate (o) and the resulting *H.J. Inc.* continuity
23 allegations remain unaffected; only the \$49.99 monetary injury element of Plaintiff’s
24 damages would be reduced or eliminated. (b) **Development labor** (approximately 200
25 hours of skilled AI development) expended in reliance on representations of a genuine
26 competition — caused by Defendant Tate (Hackathon announcement and personal
27
28

1 outreach to Plaintiff's brother, predicates (a), (d), (f)), Defendant New Era Learning LLC
2 (submission platform and IP Agreement, predicate (e)), and FUNDRAISER.COM
3 OPERATOR (showcase publication confirming apparent legitimacy); (c) **Third-party**
4 **hardware and infrastructure costs** — out-of-pocket expenditures paid by Plaintiff to
5 unaffiliated third-party vendors for server infrastructure, live video hosting used to
6 publicly demonstrate the Bangchain AI project's functionality, robotics hardware
7 components (including actuator motors, wiring, metal framing, stands, solder, and related
8 materials), and other technical services incurred in developing and presenting the
9 Bangchain AI project for submission, in an amount to be proven at trial — caused
10 proximately by Defendants' fraudulent prize representations (predicates (a)–(c)); (d) **Loss**
11 **of prize opportunity** — the reasonable value of the prize for which Plaintiff's
12 submission was the lead-featured entry on the fundraiser.com showcase, a prize publicly
13 committed at \$500,000 (Grand Prize) by Defendants' own published terms; this injury
14 was caused proximately by all Defendants participating in the Hackathon promotion
15 enterprise, as disclosure of the enterprise's fraudulent character at any point would have
16 caused Plaintiff to redirect his development efforts to a legitimate opportunity; (d)
17 **Unauthorized commercial exploitation** of Plaintiff's Bangchain AI project without
18 consent or compensation — caused by Defendant Tate (public endorsement via
19 @CobRatate, predicate (f), Exhibit 28) and FUNDRAISER.COM OPERATOR
20 (continued public display of Plaintiff's project on the showcase page without
21 authorization); and (e) **Intellectual property exposure** — Plaintiff submitted project
22 materials and source code descriptions through the fundraiser.com/hackathon submission
23 form under an IP Agreement warranting 100% ownership by Plaintiff; those materials
24 were then commercially exploited without consent, constituting injury to Plaintiff's
25 business property; and (f) **entrepreneurial advancement and**
26 **opportunity-development costs** — the pitch deck promised a launchpad for AI startups,
27 private seed funding opportunities, high-value industry connections, and post-hackathon
28

1 network access (Exhibit 14), and promised one-on-one mentorship sessions, Telegram
2 access to industry leaders, and weekly AMAs with successful founders (Exhibit 9).
3 Plaintiff expended development labor, maintained subscription fees, and structured his
4 submission in reasonable reliance on these representations — representations that were
5 never fulfilled and that functioned as additional inducements to remain subscribed and
6 engaged. These opportunity costs are proximately caused by all Defendants who
7 transmitted or maintained the pitch deck via interstate wire and flow directly from the
8 integrated monetization scheme rather than merely from the non-payment of a prize.
9 These injuries are the precise harms the wire fraud scheme was designed to inflict and
10 would not have occurred but for Defendants’ predicate acts. All named Defendants, Doe
11 Defendants 1–10, and Roe Corporations 1–5 are jointly and severally liable for these
12 injuries.

13
14 52. By reason of the foregoing, Plaintiff, all named Defendants, Doe Defendants
15 1–10, and Roe Corporations 1–5 are jointly and severally liable, and Plaintiff is entitled to
16 treble damages, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. § 1964(c), as
17 well as injunctive relief prohibiting all Defendants — including all Does and Roe
18 Corporations — from continued fraudulent solicitations and unauthorized commercial use
19 of Plaintiff’s intellectual property.

20 **SECOND CAUSE OF ACTION — Breach of Contract (Unilateral Contest**

21 **Contract)**

22 **Breach of Contract (Unilateral Contest Contract)**

23 *(Against All Defendants)*

24
25 53. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

26 54. The Hackathon constituted a unilateral contract: a public offer to award
27 specified prizes to any participant who completed the performance requested. *Las Vegas*
28

1 | *Hacienda, Inc. v. Gibson*, 77 Nev. 25, 359 P.2d 85 (1961). The defendants’ respective
2 | roles in connection with the offer are as follows: **FUNDRAISER.COM OPERATOR** —
3 | primary offeror; operated fundraiser.com/hackathon, published the prize representations
4 | and contest terms, and administered submission and the showcase. **Defendant Emory**
5 | **Andrew Tate III** — co-offeror through his personal sponsorship pledge (“I’ll be
6 | sponsoring everything myself”) and operational direction of the enterprise. **Defendant**
7 | **Tristan Tate** — co-promoter operating publicly under the “Talisman” identifier
8 | consistent with COBRATATE.COM OPERATOR’s self-identification as “Talisman
9 | Enterprises” (¶5n); on information and belief, a beneficial owner of or principal behind
10 | the Talisman Enterprises entity that operates cobratate.com, a navigation and
11 | contact-routing node integral to the Hackathon offer. **New Era Learning LLC (and/or**
12 | **the enterprise operating under that trade name)** — co-offeror through its designation
13 | as Main Sponsor under the published representation that Main Sponsors “support and
14 | fund” the event; principal of Thrifty as its disclosed U.S. distribution agent under the
15 | jointherealworld.com Privacy Policy. New Era is additionally liable on two independent
16 | theories: (1) as a co-offeror through the Main Sponsor designation; and (2) for breach of
17 | the implied covenant of good faith and fair dealing within the Real World subscription
18 | contract as to any Real World subscriber participant. **JOINTHEREALWORLD.COM**
19 | **OPERATOR** — operator of the jointherealworld.com subscription portal claimed by
20 | neweralearning.net as one of “our platforms” (¶51); the entity actually maintaining the
21 | Real World subscription system that fundraiser.com/apply required applicants to
22 | authenticate against; bound by the same offeror obligations as New Era to the extent it is
23 | the actually-operating entity behind the “New Era Learning LLC” trade name. **Thrifty**
24 | **Consulting LLC** — domestic distribution agent for New Era per the
25 | jointherealworld.com Privacy Policy (**Exhibit 16**); collected subscription revenue tied to
26 | the lending-arm gate at fundraiser.com/apply; bound as agent and, in the alternative, as a
27 | direct contracting party under the undisclosed-principal doctrine (¶55). As agent, Thrifty
28 |

1 is bound by the obligations of its principal in connection with the same commercial
2 enterprise. See Restatement (Second) of Contracts §§ 45 and 62; *Perry v. Jordan*, 111
3 Nev. 943, 946, 900 P.2d 335 (1995). **Thrift Technologies LLC** — 100% parent of
4 Thrifty (ECF No. 27) and upstream recipient of subscription proceeds; liable as the
5 controlling parent of the disclosed agent. **Andrew Joslin** — sole Governor of Thrift
6 Technologies LLC; personally directed the subscription-payment infrastructure as
7 established in his own sworn declaration (ECF No. 25, Ex. 1); liable as the natural person
8 controlling the disclosed agent’s parent. **DEFIED TRUST DIGITAL TRADING -**
9 **FZCO LLC** — federal trademark holder for THE REAL WORLD, COBRATATE, and
10 TOP G (¶5j); authorized the use of those marks in the Main Sponsor designations and
11 pitch deck, and on information and belief received the revenue proceeds those Main
12 Sponsor representations generated; co-offeror through brand-authorization participation
13 in the Main Sponsor offer. **COBRATATE.COM OPERATOR** — operator of
14 cobratate.com, the only contact destination from fundraiser.com; co-offeror through
15 navigation-routing and lead-capture participation in the Hackathon contact apparatus.
16 **TOPG.COM OPERATOR** — co-offeror through its designated Main Sponsor brand
17 presence on fundraiser.com/hackathon and deck.fundraiser.com/aideck (**Exhibit 15**),
18 under the on-page representation that Main Sponsors “support and fund this
19 groundbreaking event.” **NEWERALEARNING.NET OPERATOR** — operator of the
20 consumer-support infrastructure servicing The Real World and predecessor Hustlers
21 University subscribers; publicly identifies jointherealworld.com and university.com as
22 “our platforms” (**Exhibit 46**); a participant in the enterprise that operated the platform
23 designated as Main Sponsor. **UNIVERSITY.COM OPERATOR** — operator of a
24 parallel subscription portal identified by NEWERALEARNING.NET OPERATOR as
25 one of “our platforms” and using identical pricing architecture to jointherealworld.com; a
26 participant in the integrated enterprise that operated the Hackathon platform. **Defendant**
27 **ISSA** — coordinator of the token-issuance vector that monetized the Hackathon’s
28

1 promotional reach; conditioned showcase placement (a contract-related benefit) on the
2 token-supply lock-up described at ¶22 and predicate (h), and is liable on a contract theory
3 to the extent his conduct was integral to the enterprise’s failed performance of the prize
4 obligation. **Doe Defendants 1–3 and Roe Corporations 1–3** — the person(s) or entit(ies)
5 operating under the “Legendary Courses LLC” / “Legendary Courses, Inc.” designation
6 appearing in the jointherealworld.com Privacy Policy alongside New Era and Thrifty (¶7,
7 ¶5a, ¶5h); liable to the extent any such entity exists as the operator of, or beneficial owner
8 of, the subscription platform identified as Main Sponsor. **Doe Defendants 4–10 and Roe**
9 **Corporations 4–5** — additional participants in the enterprise that operated the Hackathon
10 platform, including (on information and belief) the coordinated operational personnel
11 through which Tate executed the token-issuance and price-manipulation activity admitted
12 at **Exhibits 56 and 57** (predicate (aa)), whose true identities are presently unknown to
13 Plaintiff and will be substituted through discovery.

14
15 54(a). The unilateral contest contract was formed by the following mechanics:
16 **(i) Offer** — Defendants’ publication of the Hackathon terms on
17 *fundraiser.com/hackathon* and at *deck.fundraiser.com/aideck*, including the \$1,000,000+
18 prize pool, judging criteria, three-round judging process, Main Sponsor designations, and
19 Defendant Tate’s January 12, 2025 personal-sponsorship pledge (¶54; **Exhibits 4–15, 26,**
20 **29, 67**). **(ii) Acceptance through performance** — Plaintiff’s completion of the
21 conditions specified in the offer: developing a qualifying AI project (“Bangchain”) in
22 accordance with the announced specifications and submitting it through the official
23 submission portal before the extended February 15, 2025 deadline (¶56; **Exhibits 24, 25**).
24 **(iii) Consideration** — Plaintiff’s expenditure of approximately 200 hours of skilled AI
25 and robotics development labor, together with out-of-pocket expenditures for server
26 infrastructure, robotics hardware, technical services, and demonstration-hosting
27 infrastructure, exchanged for Defendants’ promise to conduct a legitimate,
28

1 sponsor-funded competition with a real judging process and a real prize pool (§23; §56).
2 **(iv) Formation under Nevada law** — upon Plaintiff’s completed performance,
3 Defendants became bound under *Las Vegas Hacienda, Inc. v. Gibson*, 77 Nev. 25, 359
4 P.2d 85 (1961), to conduct the promised judging process and pay the promised prizes;
5 Defendants’ breach is alleged at §57, and the falsity of the formation representations at
6 the time of the offer is alleged at §57(a).

7
8 54(b). The defendant-roles enumerated in §54 categorize, under recognized
9 contract-law doctrines, as follows: **(i) Primary offerors** — FUNDRAISER.COM
10 OPERATOR (publisher and administrator of the published Hackathon terms) and
11 Defendant Emory Andrew Tate III (parallel personal offeror through his January 12, 2025
12 standalone “I’ll be sponsoring everything myself via Fundraiser.com” pledge, **Exhibit**
13 **26**). **(ii) Co-offerors** — Defendants New Era Learning LLC,
14 JOINTHEREALWORLD.COM OPERATOR, TOPG.COM OPERATOR,
15 COBRATATE.COM OPERATOR, and DEFIED TRUST DIGITAL TRADING - FZCO
16 LLC, each adopting or extending the offer through Main Sponsor designations,
17 brand-authorization participation, or commercial-infrastructure participation in the
18 published contest terms (**Exhibit 15**); and Defendant Tristan Tate, who, on information
19 and belief, is the controlling person behind “Talisman Enterprises” — the entity
20 self-identified on cobratate.com as that platform’s operator (**Exhibit 36**) — and who
21 accordingly extended the offer through both his *@TateTheTalisman* co-promotion and
22 through Talisman/cobratate.com’s brand and contact-routing participation in the
23 Hackathon offer infrastructure (§5n). **(iii) Disclosed agents** — Thrifty Consulting LLC,
24 as the distribution entity disclosed on the jointtherealworld.com Privacy Policy (**Exhibit**
25 **16**) acting on behalf of New Era Learning LLC in connection with the
26 subscription-payment infrastructure integrated into the contest’s funding-application gate.
27 **(iv) Undisclosed principal / alter-ego controllers (alternative theory under Fed. R.**
28

1 **Civ. P. 8(d)(2))** — to the extent the “New Era Learning LLC” identification on
2 jointherealworld.com did not accurately disclose Thrifty’s principal, Thrifty Consulting
3 LLC is the direct contracting party under the undisclosed-principal doctrine, and Thrift
4 Technologies LLC (Thrifty’s 100% parent) and Andrew Joslin (Thrift Technologies’ sole
5 Governor) are liable as the controlling parent and managing principal, respectively; and,
6 further in the alternative, to the extent the actual entity operating the relevant subscription,
7 brand-authorization, or contest-administration infrastructure was “Legendary Courses,
8 Inc.” or “Legendary Courses LLC” — named alongside New Era Learning LLC and
9 Thrifty Consulting LLC at the bottom of the jointherealworld.com Privacy Policy —
10 Legendary Courses, Inc. is liable as that actual operating/contracting party. (v)
11 **Enterprise beneficiaries jointly and severally liable** — NEWERALEARNING.NET
12 OPERATOR, UNIVERSITY.COM OPERATOR, THEWARROOM.AG OPERATOR,
13 Defendant ISSA, Defendant Tristan Tate (also dual-listed as a co-offeror at (ii) above;
14 named again here as an enterprise beneficiary deriving financial benefit, strategic
15 advantage, and continuing commercial value from the Tate-branded enterprise per ¶5n
16 and ¶48), Thrifty Consulting LLC, Thrift Technologies LLC, and Defendant Andrew
17 Joslin (also listed at (iii) and (iv) above; named again here as enterprise beneficiaries on
18 the basis of their collection, processing, and upstream routing of subscription revenue
19 generated by the contest’s funding-application gate at *fundraiser.com/apply* and the Real
20 World subscription portal), and Doe Defendants 1–10 and Roe Corporations 1–5, each of
21 which participated in or benefited from the enterprise that issued and held out the contest
22 offer (¶48; ¶54).

24 55. Thrifty Consulting LLC is liable on two alternative breach theories: (1)
25 **Direct contracting party.** If the jointherealworld.com Privacy Policy identification of
26 Thrifty as the distribution entity was not adequately disclosed to Plaintiff at the point of
27 contest entry — i.e., if Plaintiff reasonably understood he was contracting with New Era
28

1 — Thrifty, as the undisclosed distribution agent, bears direct contractual liability to
2 Plaintiff as a principal under the undisclosed-principal doctrine. (2) **Agent with**
3 **independent obligations.** In the alternative, Thrifty assumed independent performance
4 obligations through its own conduct — by operating the subscription interface through
5 which lending-arm applicants paid and by custom-integrating its payment infrastructure
6 with the fundraiser.com/apply funding-application portal. An agent that assumes
7 performance obligations through affirmative acts is not shielded by the disclosed-agency
8 rule. Restatement (Third) of Agency § 7.01 & cmt. b (2006). (3) **Main Sponsor**
9 **designation through Thrifty’s registered identity.** The jointherealworld.com platform
10 — on which Thrifty is the only legally-registered entity disclosed as its distribution
11 partner (¶5b; **Exhibit 16**) and on which the other disclosed entities (New Era Learning
12 LLC and Legendary Courses, Inc.) do not appear in any publicly accessible state
13 corporate registry searched by Plaintiff (¶5a; ¶5c) — is itself a publicly designated “Main
14 Sponsor” of the Hackathon at fundraiser.com/hackathon (¶5h; **Exhibit 15**). Thrifty
15 therefore stands as the only legally-registered entity behind the disclosed distribution
16 infrastructure of a contest Main Sponsor, making Thrifty a co-offeror of the unilateral
17 contest contract through its role as the actual operating-and-disclosed entity behind the
18 jointherealworld.com Main Sponsor designation.
19

20 56. Plaintiff fully satisfied all publicly announced conditions of participation
21 before the February 15, 2025 extended submission deadline. Plaintiff performed each
22 element of acceptance: (a) developing a qualifying AI project in accordance with the
23 announced specifications; (b) submitting Bangchain through the official submission
24 portal before the extended deadline; (c) providing all required project materials including
25 a product demo, business viability analysis, AI model documentation, and Solana
26 integration details. Plaintiff’s approximately 200 hours of skilled development labor at the
27 prevailing market rate of approximately \$150 per hour constitutes the full performance
28

1 requested by the offer. No further act by Plaintiff was required or possible to complete
2 acceptance.

3 57. Defendants breached the contract by failing to: (a) conduct the three-round
4 judging process; (b) announce winners within approximately two weeks of the submission
5 deadline or at any time in the subsequent twelve months; (c) pay prizes to qualifying
6 winners; and (d) release or cease the unauthorized public display and promotional use of
7 Plaintiff's submitted intellectual property.

8
9 57(a). The contest representations comprising the offer — including the
10 \$1,000,000+ prize pool, the personal-sponsorship pledge, the three-round judging
11 process, and the Main Sponsor funding-and-support representations — were false at the
12 time the offer was issued because, as alleged at ¶22 and in the Chronology above and as
13 corroborated by the publicly displayed G DAO Treasury Wallet address (**Exhibits 12, 75**)
14 and the contemporaneous Solana blockchain record for that wallet (**Exhibit 76**): (i) the G
15 DAO Treasury Wallet designated on *fundraiser.com/hackathon* as the prize-fund
16 repository (Solana mainnet address
17 55ZBpYaDnpd9QyENdyVrkYWkm76ee15WRnLaKEDwS7Xq) never contained more
18 than a small fraction of the represented prize pool and never executed outgoing
19 prize-distribution transactions; (ii) no judging process, judging criteria, or
20 judging-personnel infrastructure had been established at the time the offer was published;
21 and (iii) Defendants thereafter took no steps consistent with an intent to perform the
22 offered prize obligations. The foregoing facts establish that Defendants' breach was
23 anticipatory from inception, that the consideration underlying the unilateral offer failed at
24 formation, and (in the alternative under Fed. R. Civ. P. 8(d)(2)) that the offer was
25 procured by fraud in the inducement, supporting punitive-damages exposure under
26 NRS 42.005.
27
28

1 58. Defendant Tate is personally liable on two independent theories. **Primary**
2 — **parallel personal obligation:** Tate’s January 12, 2025 declaration “I’ll be sponsoring
3 everything myself” constituted a separate, standalone contractual obligation independent
4 of the fundraiser.com platform: a first-person, declarative, unconditional personal promise
5 of prize performance to millions of followers — which Plaintiff, and a reasonable person
6 in Plaintiff’s position, would understand as a personal financial commitment to prize
7 performance — accepted by Plaintiff’s performance of building and submitting
8 Bangchain. This theory does not depend on Tate’s relationship to the Operator — his
9 personal promise stands on its own. Plaintiff relied on Tate’s personal pledge specifically:
10 Plaintiff invested approximately 200 hours of development labor and out-of-pocket
11 expenditures (server infrastructure, robotics hardware components, live demonstration
12 video hosting, and other technical services as detailed at ¶17 and ¶23) — acts Plaintiff
13 would not have undertaken absent Tate’s personal commitment of financial sponsorship.
14 **Alternative — integrated-offer damages:** In the alternative, Tate’s personal sponsorship
15 pledge and the fundraiser.com contest terms constitute a single integrated offer; his
16 pledge incorporated by reference all published prize amounts, establishing joint and
17 several liability through a principal-agent relationship with the Operator. *Las Vegas*
18 *Hacienda, Inc. v. Gibson*, 77 Nev. 25, 28, 359 P.2d 85 (1961). Thrift Technologies LLC
19 and Andrew Joslin are liable as the controlling parent and sole manager, respectively, of
20 the entity that operated the subscription infrastructure integral to the Hackathon’s
21 commercial operation. **Joint and several liability.** Defendants Tristan Tate, New Era
22 Learning LLC, Thrifty Consulting LLC, Legendary Courses, Inc.,
23 JOINTHEREALWORLD.COM OPERATOR, COBRATATE.COM OPERATOR,
24 TOPG.COM OPERATOR, NEWERALEARNING.NET OPERATOR,
25 UNIVERSITY.COM OPERATOR, THEWARROOM.AG OPERATOR, DEFIED
26 TRUST DIGITAL TRADING - FZCO LLC, ISSA, and Doe Defendants 1–10 and Roe
27 Corporations 1–5 are jointly and severally liable as members of the integrated enterprise
28

1 that issued the unilateral contract offer, each having participated operationally or
2 commercially in the offer's promotion, administration, brand-authorization, or
3 subscription-revenue collection, as set forth in ¶54 above.

4 59. As a direct and proximate result of Defendants' breach, Plaintiff suffered
5 damages including: (a) approximately \$30,000 in development labor (approximately 200
6 hours at approximately \$150 per hour); (b) direct out-of-pocket development costs
7 including server infrastructure, live demonstration video hosting used to showcase the
8 Bangchain AI project's functionality, robotics hardware components (actuator motors,
9 wiring, metal framing, stands, solder, and related materials), cloud computing resources,
10 development tools, and Solana integration resources, in an amount to be proven at trial;
11 (c) loss of prize opportunity — Plaintiff's submission was one of only two
12 non-placeholder submissions publicly displayed in the Hackathon showcase, and the
13 advertised prize pool exceeded \$1,000,000; (d) foregone freelance development
14 opportunities during the period of Plaintiff's participation; and (e) the commercial value
15 of the unauthorized display of Plaintiff's Bangchain submission as the lead entry on
16 Defendants' AI project showcase.
17

18 **THIRD CAUSE OF ACTION — Promissory Estoppel**

19 **Promissory Estoppel**

20 *(Against All Defendants, in the Alternative)*

21 60. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

22 61. Defendants made the following clear and definite promises regarding the
23 Hackathon, each attributable to specific defendant-promisors: (a) **Prize-pool and**
24 **judging-process promises** — the specific prize amounts totaling over \$1,000,000,
25 defined judging criteria, a three-round judging process, a winner announcement timeline,
26 and the promise that the contest would be conducted as a legitimate, sponsor-funded
27
28

1 competition with a real judging process and a real prize pool — published by
2 **FUNDRAISER.COM OPERATOR** on fundraiser.com/hackathon and on the official
3 pitch deck at deck.fundraiser.com/aideck (**Exhibits 8, 11, 15**). (b) **Personal sponsorship**
4 **pledge by Defendant Emory Andrew Tate III** — on January 12, 2025, Tate declared,
5 “I’ll be sponsoring everything myself via Fundraiser.com” (**Exhibit 26**), a personal
6 pledge to his millions of X/Twitter followers deployed under the COBRATATE federally
7 registered wordmark owned by Defendant DEFIED TRUST DIGITAL TRADING -
8 FZCO LLC; Tate’s January 31, 2025 public reply to Plaintiff’s Hackathon showcase post
9 (**Exhibit 28**) further confirmed that the contest was ongoing and that Tate remained
10 engaged in its execution. (c) **Main Sponsor designations** — the four “Main Sponsors”
11 published on fundraiser.com/hackathon under the on-page representation that Main
12 Sponsors “support and fund this groundbreaking event” (**Exhibit 15**), constituting
13 institutional promises by each named Main Sponsor capable of attribution to a juridical
14 Defendant: *THE REAL WORLD* — promise attributable to
15 JOINTHEREALWORLD.COM OPERATOR as operator of the jointtherealworld.com
16 platform bearing this mark, and to the three operating entities disclosed in the
17 jointtherealworld.com Privacy Policy effective January 1, 2025 (**Exhibit 16**): New Era
18 Learning LLC, Thrifty Consulting LLC, and Legendary Courses, Inc. Of those three, only
19 **Thrifty Consulting LLC** appears as a currently registered legal entity (¶5h); New Era
20 Learning LLC and Legendary Courses, Inc. are sued under the enterprise/trade-name
21 theory pleaded at ¶5a and ¶5p, with their true legal identities to be substituted upon
22 discovery. In the alternative theory pleaded at ¶55, the promise is additionally attributable
23 to **Thrifty Consulting LLC** as the entity disclosed in **Exhibit 16** as a distribution partner
24 of jointtherealworld.com effective January 1, 2025; *TOP G* — promise attributable to
25 TOPG.COM OPERATOR as operator of the topg.com platform bearing this mark (the
26 platform displays no on-site ownership disclosure identifying any other operating entity);
27 *FUNDRAISER.COM* — promise attributable to FUNDRAISER.COM OPERATOR,
28

1 | which both published the Main Sponsor designations and identified its own platform as
2 | one of the four Main Sponsors of its own event, thereby holding itself out as
3 | institutionally supporting and funding the Hackathon; *GOATSEUS MAXIMUS* — a
4 | cryptocurrency token displayed as the fourth Main Sponsor; because the token is not a
5 | juridical person capable of being sued, no Defendant is named in this subsection as its
6 | sponsor-attributable promisor (the inclusion of a memecoin as a “Main Sponsor” of a
7 | represented \$1,000,000 venture-funded hackathon is itself separately probative of the
8 | misleading character of the Main Sponsor representations and is addressed at the First
9 | Cause of Action). Each of the federally registered marks (THE REAL WORLD, TOP G)
10 | deployed in the foregoing Main Sponsor designations is owned by Defendant DEFIED
11 | TRUST DIGITAL TRADING - FZCO LLC, which on information and belief authorized
12 | the marks’ use in the Main Sponsor designations and is bound by the institutional
13 | promises those designations conveyed. (d) **“JUDGES STANDING BY” representation**
14 | — Tate’s January 18, 2025 public statement (predicate (x); **Exhibit 55**) that a judging
15 | panel was in place — promise made by Defendant Tate, deployed under the
16 | COBRATATE mark owned by Defendant Defied Trust. (e) **Pitch-deck**
17 | **entrepreneurial-advancement promises** — the pitch deck’s “VISION &
18 | ACHIEVEMENTS” and “NETWORKING & SOCIAL” pages (**Exhibits 9, 14**)
19 | promising participants a “launchpad for AI startups,” “private seed funding
20 | opportunities,” “high-value industry connections,” one-on-one mentorship, Telegram
21 | access to industry leaders, and “life-changing prizes” — promises made by
22 | FUNDRAISER.COM OPERATOR (publisher) and Defendant Tate (personal sponsor),
23 | under marks owned by Defendant Defied Trust (predicate (i-b)). (f)
24 | **Integrated-enterprise participation in the foregoing promises — Thrifty Consulting**
25 | **LLC, Thrift Technologies LLC, and Andrew Joslin** (subscription-payment
26 | infrastructure); **NEWERALEARNING.NET OPERATOR** (consumer-support
27 | infrastructure under the “our platforms” claim, **Exhibit 46**); **UNIVERSITY.COM**
28 |

1 | **OPERATOR** (parallel coordinated subscription platform); **THEWARROOM.AG**
2 | **OPERATOR** (terminal paid-membership monetization stage of the
3 | cobratate.com/contact → cobratate.com/form funnel, per ¶5o); **Defendant Tristan Tate**
4 | (Talisman / cobratate.com operational connection per ¶5n); **Defendant ISSA**
5 | (token-issuance coordination of showcase placement, predicate (h)); and, in the
6 | alternative under Fed. R. Civ. P. 8(d)(2), to the extent the actual entity operating the
7 | relevant brand-authorization, subscription, or contest-administration infrastructure was
8 | “Legendary Courses, Inc.” or “Legendary Courses LLC” (named alongside New Era and
9 | Thrifty at the bottom of the jointtherealworld.com Privacy Policy and identified at ¶48(a)
10 | layer 4), **Legendary Courses, Inc.** as enterprise participant in that alternative operational
11 | capacity; and **Doe Defendants 1–10 and Roe Corporations 1–5** — all participated in or
12 | ratified the enterprise that made and held out the foregoing promises, each within their
13 | respective roles as alleged at ¶48 and ¶54.

14 |
15 | **Distinction between primary promisors and enterprise participants.**
16 | Defendants identified at subparts (a)–(e) above are pleaded as **primary promisors**
17 | directly bound by the promises they personally made or authorized; their liability under
18 | *Vancheri v. GNLV Corp.*, 105 Nev. 417, 777 P.2d 366 (1989), runs directly from each
19 | promise to Plaintiff’s reliance. Defendants identified at subpart (f) above are pleaded as
20 | **enterprise participants liable for induced reliance** — bound not as direct promisors but
21 | as aiders, abettors, ratifiers, and concerted-action participants in the integrated enterprise
22 | that made and held out the foregoing promises, *see Halberstam v. Welch*, 705 F.2d 472
23 | (D.C. Cir. 1983); *In re First Alliance Mortgage Co.*, 471 F.3d 977 (9th Cir. 2006); ¶7a
24 | above; ¶48 below. Each enterprise participant’s liability is calibrated to its operational
25 | role within the enterprise as further alleged at ¶48(a) and ¶48(b). **Alternative pleading**
26 | **per Rule 8(d)(2)–(3).** To the extent the Court finds that any Defendant pleaded in
27 | subparts (a)–(e) as a primary promisor did not personally make or authorize the promise
28 |

1 | so attributed, that Defendant is pleaded in the alternative as an enterprise participant under
2 | subpart (f), liable on the induced-reliance theory set forth therein. Conversely, to the
3 | extent the Court finds that any Defendant pleaded in subpart (f) as an enterprise
4 | participant personally made or authorized any of the promises set forth in subparts (a)–(e),
5 | that Defendant is pleaded in the alternative as a primary promisor as to that promise.
6 | Plaintiff does not abandon either theory as to any Defendant, and pleads both
7 | classifications cumulatively and in the alternative as Rule 8(d) permits.

8 | 61a. JOINTHEREALWORLD.COM OPERATOR and FUNDRAISER.COM
9 | OPERATOR jointly made additional promissory representations on the
10 | fundraiser.com/apply funding-application page: (i) the “THE REAL WORLD STUDENT
11 | EXCLUSIVE PERIOD” banner was a specific institutional promise that Real World
12 | subscribers had a privileged funding-application opportunity — a promise reasonably
13 | relied upon by lending-arm applicants; (ii) the technical integration of
14 | JOINTHEREALWORLD.COM OPERATOR’s subscription-verification API with
15 | fundraiser.com/apply (**Exhibit 35**) constituted an implicit institutional promise that the
16 | funding offering was real, operational, and backed by a going concern; and (iii) the
17 | display of live Real World subscription purchase notifications on the application page
18 | (**Exhibit 77**) confirmed to lending-arm applicants that the enterprise’s commercial
19 | infrastructure was actively supporting the operation in real time. A defendant that uses
20 | active commercial infrastructure to induce reliance is estopped from denying the implied
21 | promise of legitimacy that infrastructure conveys. To the extent the “New Era Learning
22 | LLC” trade name disclosed on jointtherealworld.com identifies an actual registered entity
23 | (¶5a), that entity is bound by the same institutional promises.

24 | 62. Defendants reasonably should have expected that their representations
25 | would induce action of a definite and substantial character on the part of participants:
26 | specifically, investing weeks of skilled development labor, incurring development costs,
27 |
28 |

1 and maintaining paid platform subscriptions. Five independent factors made reliance
2 particularly foreseeable: (i) the specificity of prize amounts and judging criteria; (ii) the
3 professional quality of the contest website; (iii) the identity-verification requirement
4 through an established commercial platform; (iv) the “Main Sponsor” designation from
5 The Real World, signaling institutional commitment; and (v) Tate’s personal public
6 sponsorship pledge from a known, identifiable public figure with substantial commercial
7 infrastructure.

8
9 63. Plaintiff specifically relied on Defendants’ promises as follows: (a) in
10 reliance on the prize pool representations published on fundraiser.com/hackathon on or
11 about January 12, 2025, Plaintiff decided to participate and began investing development
12 labor; (b) in reliance on Tate’s personal sponsorship pledge of January 12, 2025, Plaintiff
13 invested approximately 200 hours of skilled AI development labor and made
14 out-of-pocket expenditures for server infrastructure, live demonstration video hosting
15 used to publicly demonstrate the Bangchain AI project’s functionality, robotics hardware
16 components (actuator motors, wiring, metal framing, stands, solder, and related
17 materials), and other technical services — expenditures Plaintiff would not have made
18 absent that pledge; (c) in reliance on the pitch deck’s entrepreneurial-advancement
19 promises (predicate (i-b); **Exhibits 9, 14**), Plaintiff committed his AI project to the
20 contest rather than developing it through alternative pathways; and (d) in reliance on
21 Tate’s January 31, 2025 public endorsement of Plaintiff’s Bangchain submission (**Exhibit**
22 **28**), Plaintiff continued to wait for judging results — and continued to refrain from
23 independent commercialization, pivot to alternative development pathways, or public
24 disassociation from the Hackathon — through the period in which Defendants’
25 coordinated token-minting and pump-and-dump activity targeting the Bangchain project
26 name occurred (¶¶48, 49(v)–(y)). That activity independently destroyed the commercial
27 viability of any subsequent attempt to commercialize Bangchain independently or to
28

1 monetize the Bangchain name, because reasonable investors and counterparties had been
2 put on notice — through the enterprise’s own coordinated token transmissions and the
3 resulting public association of “Bangchain” with pump-and-dump conduct — that the
4 project name had been compromised as a marketable asset. Plaintiff’s lost commercial
5 opportunity therefore consists of two complementary components: (i) the reliance-based
6 opportunity cost of waiting on a promised judging process that never occurred, and (ii)
7 the market-foreclosure injury resulting from Defendants’ unauthorized appropriation and
8 tokenization of the Bangchain project identity, which extinguished the independent
9 commercialization pathway Plaintiff would otherwise have pursued. Both components
10 extend through the date of this filing. Each act of reliance was objectively reasonable: a
11 reasonable person presented with specific prize amounts, a professional contest website,
12 four designated Main Sponsors each represented as supporting and funding the event, and
13 a personal sponsorship pledge from a public figure with millions of followers would have
14 relied on those representations. *Vancheri v. GNLV Corp.*, 105 Nev. 417, 777 P.2d 366
15 (1989); Restatement (Second) of Contracts § 90.

16
17 64. Injustice can be avoided only by enforcement of these promises. Plaintiff
18 provided the precise performance Defendants designed the contest to elicit, submitted a
19 qualifying project, and suffered the full measure of promised-but-undelivered
20 consideration. Plaintiff is entitled to reliance damages as alleged at ¶17 and ¶23, including
21 the reasonable value of approximately \$30,000 in development labor, plus all direct
22 out-of-pocket costs (server infrastructure, live demonstration video hosting, robotics
23 hardware components, and other technical services), in an amount to be proven at trial.
24 **Joint and several liability.** Each Defendant identified at ¶61 as a promisor or as a
25 participant in the integrated enterprise that made the promises — including
26 FUNDRAISER.COM OPERATOR, Defendant Emory Andrew Tate III, Defendant
27 Tristan Tate, JOINTHEREALWORLD.COM OPERATOR, New Era Learning LLC,
28

1 Thrifty Consulting LLC, Legendary Courses, Inc., Thrift Technologies LLC, Andrew
 2 Joslin, DEFIED TRUST DIGITAL TRADING - FZCO LLC, COBRATATE.COM
 3 OPERATOR, TOPG.COM OPERATOR, NEWERALEARNING.NET OPERATOR,
 4 UNIVERSITY.COM OPERATOR, THEWARROOM.AG OPERATOR, Defendant
 5 ISSA, and Doe Defendants 1–10 and Roe Corporations 1–5 — is jointly and severally
 6 liable to Plaintiff for the reliance damages caused by the failure to perform the promises
 7 pleaded in this Cause of Action. Plaintiff seeks reliance damages calibrated to the value of
 8 the labor and resources expended in good-faith reliance on Defendants’ promises of a
 9 legitimate contest process, real sponsorship, and a genuinely funded competition — and
 10 not bargained-for damages for the speculative or contingent value of contest victory,
 11 which are sought (in the alternative under Fed. R. Civ. P. 8(d)(2)) only under the
 12 breach-of-contract Cause.

14 **FOURTH CAUSE OF ACTION — Unjust Enrichment**

15 **Unjust Enrichment**

16 *(Against All Defendants, in the Alternative)*

17
 18 67. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

19 68. Plaintiff conferred substantial benefits on Defendants through his
 20 participation in the Hackathon and through the unauthorized appropriation of his AI
 21 project’s name and identity in the Bangchain cryptocurrency token scheme, which
 22 Defendants accepted and retained. The benefits fall in three categories:

23 68(a). **Direct benefits conferred by Plaintiff. (i) Bangchain AI project,**
 24 **intellectual property, and approximately 200 hours of skilled development labor —**
 25 **FUNDRAISER.COM OPERATOR.** Plaintiff submitted the Bangchain AI project
 26 through the official Google Form linked from fundraiser.com/hackathon.
 27 FUNDRAISER.COM OPERATOR received, retained, and continues to display
 28

1 Plaintiff's project as a featured entry on the Hackathon showcase page more than fifteen
2 months after the elapsed submission deadline (predicate (h); ¶48(f); ¶49(j)). The
3 commercial value of this continuing display — investor attention to fundraiser.com,
4 demonstrated quality of submitted projects driving new traffic, and platform credibility —
5 accrues continuously and was conferred directly by Plaintiff. (ii) **\$49.99 subscription fee**
6 **— NEWERALEARNING.NET OPERATOR / the enterprise operating under the**
7 **New Era Learning LLC trade name.** On July 8, 2022, Plaintiff paid \$49.99 via
8 interstate wire to the predecessor Hustlers University platform serviced through
9 support@neweralearning.net (predicate (o); **Exhibit 44**). The 2022 payment is included
10 as a benefit conferred on the same enterprise operating under the New Era Learning LLC
11 trade name that subsequently operated the Hackathon ecosystem (¶¶5a, 5l, 48); it
12 represents the earliest-in-time benefit Plaintiff conferred on that enterprise, establishes
13 Plaintiff's continuous consumer-status relationship with the enterprise from at least
14 July 8, 2022 through the date of this filing, and was retained by the enterprise without
15 delivery of consideration corresponding to the represented "Hustlers University"
16 membership product.

17
18 68(b). **Upstream and integrated-enterprise beneficiaries.** Each remaining
19 Defendant retained a share of the value Plaintiff conferred, through their participation in
20 the integrated enterprise pleaded at ¶48. **Ultimate beneficiaries.** On information and
21 belief, Defendants Emory Andrew Tate III and Tristan Tate are the ultimate beneficial
22 owners of and controlling principals behind each of the entity Defendants and
23 Operator-Doe Defendants named in this Cause and throughout this Complaint, and the
24 value conferred by Plaintiff that is collected, retained, or held by any of the foregoing
25 entity or operator Defendants is, by enterprise design, channeled to and ultimately
26 retained by Emory Andrew Tate III and Tristan Tate as the apex beneficiaries of the
27 integrated enterprise pleaded at ¶48. Each non-Tate Defendant therefore retains the value
28

1 conferred by Plaintiff both for its own account and as a conduit beneficiary in a
2 value-channeling pipeline whose terminal beneficiaries are the Tate brothers. (i)
3 **Defendant Emory Andrew Tate III** — personal brand value and audience engagement
4 through Hackathon-related transmissions (predicates (a), (b), (f), (x); **Exhibits 26, 27, 28,**
5 **55**) and through the public association of Plaintiff’s Bangchain project with the Tate
6 enterprise. (ii) **Defendant Tristan Tate** — personal brand value and audience
7 engagement through coordinated promotional posts tied to the same Tate-enterprise
8 ecosystem (predicate (z); **Exhibit 59**); on information and belief, beneficial-ownership
9 benefit through the cobratate.com / Talisman Enterprises operation (¶5n). (iii)
10 **JOINTHEREALWORLD.COM OPERATOR** — subscriber-acquisition and -retention
11 benefit through the Hackathon’s traffic-driving effect feeding the lending-arm
12 subscription gate at fundraiser.com/apply (predicate (i-a); ¶48 common-purpose
13 paragraph); on information and belief, contest-induced participants who completed
14 subscription enrollment through this funnel were charged the \$99/month “Conquer” tier
15 subscription rate displayed on jointtherealworld.com and university.com (**Exhibit 45**), and
16 **JOINTHEREALWORLD.COM OPERATOR** captured the recurring monthly proceeds of
17 each such subscription. (iv) **Thrifty Consulting LLC, Thrift Technologies LLC, and**
18 **Andrew Joslin** — upstream remittance of subscription proceeds from lending-arm
19 applicants driven through the Hackathon’s traffic effect (predicates (d), (l); ECF Nos. 25
20 Ex. 1, 27); Thrift Technologies retains 100% beneficial ownership of Thrifty (ECF No.
21 27), and Joslin is the sole Governor (ECF No. 25, Ex. 1). (v) **DEFIED TRUST**
22 **DIGITAL TRADING - FZCO LLC** — brand-royalty value from the deployment of the
23 **THE REAL WORLD, COBRATATE, and TOP G** federally registered wordmarks in the
24 Main Sponsor designations to which Plaintiff was exposed and on which Plaintiff relied
25 (predicate (k); **Exhibits 19, 20, 21, 22**), and on information and belief upstream
26 remittance of subscription proceeds from the U.S.-facing platforms operating under those
27 marks (predicate (l)). (vi) **COBRATATE.COM OPERATOR** — brand value from the
28

1 COBRATATE Main Sponsor designation publicly displayed in connection with
2 Plaintiff’s Hackathon participation; and (to the extent Plaintiff or similarly situated
3 participants submitted personal contact data through the cobratate.com/contact form) the
4 value of contact-data acquisition into the enterprise’s marketing distribution list (predicate
5 (n); **Exhibits 17, 37**). (vii) **TOPG.COM OPERATOR** — brand value from the TOP G
6 Main Sponsor designation publicly displayed in connection with Plaintiff’s Hackathon
7 participation, and apparel-revenue outbound-traffic benefit from cobratate.com (predicate
8 (m)). (viii) **NEWERALEARNING.NET OPERATOR** — in addition to the direct
9 \$49.99 conferral in ¶68(a)(ii), continuing subscriber-retention benefit through the
10 operation of the support@neweralearning.net infrastructure servicing The Real World
11 subscribers driven through the Hackathon traffic, and brand value from the “our
12 platforms” framing publicly identifying jointherealworld.com and university.com
13 (**Exhibit 46**). The continuing subscription product offered through the same enterprise
14 has since been repriced from \$49.99 (the rate Plaintiff was charged on July 8, 2022 under
15 the “Hustlers University / New Era – HU Membership” branding, **Exhibit 44**) to
16 \$99/month under the rebranded jointherealworld.com and university.com platforms
17 (**Exhibit 45**) — a roughly 100% price increase imposed by the same trade-name
18 enterprise on the same product line, magnifying the per-subscriber benefit retained by the
19 enterprise from Hackathon-driven subscription conversions. (ix) **UNIVERSITY.COM**
20 **OPERATOR** — integrated-enterprise revenue stream supported by Plaintiff’s reliance
21 on the Main Sponsor designations and the broader enterprise legitimacy (predicate (p);
22 **Exhibit 45**). (x) **Doe Defendants 1–3 and Roe Corporations 1–3** (the “Legendary
23 Courses” person(s) or entit(ies)) — commercial exposure through the
24 integrated-enterprise distribution role disclosed in the jointherealworld.com Privacy
25 Policy (¶5h; **Exhibit 16**).

1 68(c). **Crypto-scheme appropriation enrichment.** In addition to and as a
2 distinct alternative to the benefits identified in ¶68(a) and ¶68(b) above, the following
3 Defendants were unjustly enriched by the coordinated appropriation and exploitation of
4 Plaintiff’s Bangchain AI project name and identity in the Bangchain cryptocurrency token
5 scheme described at ¶22, predicate (f), and predicate (h): (i) **Defendant Emory Andrew**
6 **Tate III** — retained the personal financial and brand benefit of the coordinated
7 pump-and-dump operation he publicly admitted as his methodology (“pump a coin up,
8 make 10M, peel it off,” **Exhibit 57**), as that methodology was applied to the Bangchain
9 token bearing Plaintiff’s project name; (ii) **Defendant Tristan Tate** — retained the
10 personal financial and brand benefit of the coordinated Tate-enterprise crypto-promotion
11 operation publicly conducted under the @TateTheTalisman handle (**Exhibit 59**) and
12 through his operational connection to the Talisman Enterprises entity self-identified as the
13 operator of cobratate.com (¶5n); (iii) **Defendant ISSA** — retained the financial benefit of
14 the Bangchain token-supply lock-up he engineered (predicate (h); **Exhibit 31**) and of his
15 coordinated price-promotion activity (predicate (q); **Exhibits 47, 48, 60**), the value of
16 which was derived from the unauthorized commercial use of Plaintiff’s project name; (iv)
17 **DEFIED TRUST DIGITAL TRADING - FZCO LLC** — retained brand-royalty and
18 revenue-share benefit from the deployment of the COBRATATE mark in the promotional
19 transmissions that drove the Bangchain token’s market value above \$10,000,000
20 (predicate (k); **Exhibits 19–22**); and (v) **Doe Defendants 4–10 and Roe Corporations**
21 **4–5** (the coordinated operational personnel through which the token-issuance and
22 price-manipulation activity was executed, per predicate (aa)) — retained financial benefit
23 from the coordinated token-issuance and price-manipulation activity, including (on
24 information and belief) proceeds extracted during the coordinated sell-off of the
25 Bangchain token by large insider holders. Plaintiff did not authorize the minting of the
26 Bangchain token bearing his project name; did not authorize his project name or identity
27 to be used to generate cryptocurrency market value; and received no compensation from
28

1 any Defendant for the unauthorized commercial use of his intellectual property in the
2 token-issuance and pump-and-dump scheme. The benefits identified above were obtained
3 at Plaintiff's expense through the unauthorized commercial appropriation and exploitation
4 of Plaintiff's intellectual property and were retained by the foregoing Defendants under
5 circumstances in which retention without compensation is inequitable. Restitution is
6 measured by (1) the proceeds extracted by the foregoing Defendants and their insiders
7 during the coordinated pump-and-dump operation; (2) the fair market value of the
8 unauthorized commercial use of Plaintiff's intellectual property in the token-issuance and
9 promotion; and (3) such other measure of disgorgement as the Court deems just.

10
11 69. Defendants received and retained these benefits with full knowledge of
12 Plaintiff's participation and the terms under which it was given — namely, the
13 expectation that Defendants would conduct judging and award prizes. Defendants failed
14 to fulfill those obligations while retaining all benefits conferred.

15 70. It would be unjust and inequitable to permit Defendants to retain the benefits
16 identified at ¶68 without compensating Plaintiff. Plaintiff is entitled to restitution in the
17 amount by which Defendants were unjustly enriched, including (without limitation) (a)
18 the commercial value of the continuing showcase display of Plaintiff's Bangchain AI
19 project; (b) the \$49.99 subscription fee paid to the predecessor Hustlers University
20 platform on July 8, 2022; (c) the proceeds extracted during the coordinated Bangchain
21 pump-and-dump operation; and (d) the fair market value of the unauthorized commercial
22 use of Plaintiff's intellectual property in the token-issuance and promotion scheme.
23 *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 283 P.3d 250 (2012). To the
24 extent any Defendant contends that a contract governs — including, but not limited to, the
25 Real World Terms of Service — a contract procured by fraud does not bar an unjust
26 enrichment claim based on the same fraudulent conduct, and this Cause of Action is
27 pleaded in the alternative under Fed. R. Civ. P. 8(d)(2). **Upstream enrichment.**
28

1 | Subscription revenue collected by Thrifty Consulting LLC from lending-arm applicants
2 | flowed upward to Thrift Technologies LLC as its 100% beneficial owner and from Thrift
3 | Technologies to Andrew Joslin as its sole Governor (ECF Nos. 25 Ex. 1, 27), enriching
4 | each at the expense of the lending-arm applicants whose subscriptions were induced
5 | through the Hackathon-fraud scheme to which Plaintiff was drawn. Indirect enrichment of
6 | an upstream entity through a wholly owned subsidiary that is the direct recipient of funds
7 | is a cognizable unjust enrichment claim under Nevada law. *Certified Fire Prot.*, 128 Nev.
8 | at 381. **Joint and several liability.** Each Defendant identified at ¶68 —
9 | FUNDRAISER.COM OPERATOR, Defendant Emory Andrew Tate III, Defendant
10 | Tristan Tate, New Era Learning LLC, JOINTTHEREALWORLD.COM OPERATOR,
11 | Thrifty Consulting LLC, Legendary Courses, Inc., Thrift Technologies LLC, Andrew
12 | Joslin, DEFIED TRUST DIGITAL TRADING - FZCO LLC, COBRATATE.COM
13 | OPERATOR, TOPG.COM OPERATOR, NEWERALEARNING.NET OPERATOR,
14 | UNIVERSITY.COM OPERATOR, THEWARROOM.AG OPERATOR, Defendant
15 | ISSA, and Doe Defendants 1–10 and Roe Corporations 1–5 — is jointly and severally
16 | liable to Plaintiff for the restitution measured under this Cause of Action, to the extent of
17 | the benefits each retained as set forth above.
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1 **FIFTH CAUSE OF ACTION — Fraudulent Misrepresentation**

2 **Fraudulent Misrepresentation**

3 *(Against All Defendants)*

4
5 72. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.
6 Under Nevada law, the elements of fraudulent misrepresentation are: (1) a false
7 representation of material fact; (2) knowledge of the representation's falsity or reckless
8 disregard for its truth (scienter); (3) intent to induce reliance; (4) justifiable reliance by the
9 plaintiff; and (5) resulting damages. *Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 956 P.2d
10 1382 (1998); Restatement (Second) of Torts § 525. Each element is pleaded with Federal
11 Rule of Civil Procedure 9(b) particularity in ¶¶73–79 below.

12 72a. The defendants liable on this Cause of Action fall in two doctrinally distinct
13 tiers. **Direct misrepresentation makers** — defendants who personally made or
14 authorized one or more of the false representations enumerated at ¶73 below — are bound
15 directly under *Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 956 P.2d 1382 (1998), as the
16 makers of each representation attributed to them. **Aiders, abettors, and**
17 **concerted-action participants** — defendants who did not personally make the false
18 representations but provided substantial assistance to the fraudulent scheme with
19 knowledge or reckless disregard for the underlying falsity — are independently bound
20 under *In re First Alliance Mortgage Co.*, 471 F.3d 977, 993 (9th Cir. 2006), and
21 *Halberstam v. Welch*, 705 F.2d 472 (D.C. Cir. 1983), on the factual basis particularized at
22 ¶78 below. Several defendants are dual-listed on both tiers because they both made
23 representations directly and substantially assisted the broader scheme; each tier supplies
24 an independent basis of liability.

25
26 73. **Element 1 — false representations of material fact.** The following
27 material false representations of fact were made, each identified by maker, date, platform,
28 content, and falsity in compliance with Fed. R. Civ. P. 9(b) and cross-referenced to the

1 | wire-fraud predicate where the transmission is pleaded in further detail: (a)
2 | **FUNDRAISER.COM OPERATOR** — fundraiser.com/hackathon, January 2025
3 | through the present — prize pool exceeding \$1,000,000 to be awarded through a defined
4 | three-round judging process (predicate (c); **Exhibits 7, 8, 23**); (b) **FUNDRAISER.COM**
5 | **OPERATOR** — same page and pitch deck — winners to be announced approximately
6 | two weeks after the submission deadline (predicate (c); **Exhibit 13**); (c)
7 | **FUNDRAISER.COM OPERATOR** — same page — participants’ intellectual property
8 | would remain 100% their own (predicate (c); **Exhibit 23**); (d) **FUNDRAISER.COM**
9 | **OPERATOR and Defendant Emory Andrew Tate III** — fundraiser.com/hackathon
10 | and deck.fundraiser.com/aideck page 8, January 2025 through the present — the Solana
11 | Foundation was a sponsor and financial partner of the Hackathon (predicate (b); **Exhibit**
12 | **10**); (e) **Defendant Emory Andrew Tate III and DEFIED TRUST DIGITAL**
13 | **TRADING - FZCO LLC** — X/Twitter (@CobraTate), January 12, 2025 — “I’ll be
14 | sponsoring everything myself via Fundraiser.com,” a personal representation of financial
15 | commitment to prize performance made to millions of followers, deployed under the
16 | COBRATATE federally registered wordmark owned by Defied Trust (predicate (a);
17 | **Exhibit 26**); (f) **FUNDRAISER.COM OPERATOR and**
18 | **JOINTHEREALWORLD.COM OPERATOR** — fundraiser.com/apply, January 2025
19 | through the present — the “THE REAL WORLD STUDENT EXCLUSIVE PERIOD”
20 | banner representing subscriber benefits on the lending-arm funding-application page
21 | (predicate (c); **Exhibit 78**); (g) **FUNDRAISER.COM OPERATOR and**
22 | **JOINTHEREALWORLD.COM OPERATOR** — same page — the live Real World
23 | subscription-purchase notifications (e.g., “[Name] from [Country] has purchased The
24 | Real World”) displayed in real time on the funding-application page, falsely implying that
25 | the enterprise’s commercial infrastructure stood behind the contest and lending-arm
26 | funding offering while concealing that no Defendant had made any financial commitment
27 | to the prize pool (predicate (c); **Exhibits 17, 33, 35, 77**); (h) **FUNDRAISER.COM**
28 |

1 | **OPERATOR** — fundraiser.com/apply — representation that “up to \$1M in Venture
2 | Capital Funding” was available “immediately — without the headaches of extensive
3 | legality, paperwork and banking” on the lending-arm interface, conditioned on the
4 | applicant holding an active Real World subscription (predicate (c); **Exhibits 42, 77, 78**);
5 | (i) **FUNDRAISER.COM OPERATOR, JOINTHEREALWORLD.COM**
6 | **OPERATOR, New Era Learning LLC, Thrifty Consulting LLC, Legendary**
7 | **Courses, Inc., Thrift Technologies LLC, Andrew Joslin, TOPG.COM OPERATOR,**
8 | **and DEFIED TRUST DIGITAL TRADING - FZCO LLC** —
9 | fundraiser.com/hackathon, January 2025 through the present — the four “Main Sponsors”
10 | designations published on the Hackathon page under the on-page representation that Main
11 | Sponsors “support and fund this groundbreaking event,” falsely representing that the
12 | designated brands had committed institutional resources to the contest when, in truth and
13 | in fact, no Defendant had funded any portion of the represented prize pool (predicate (e);
14 | **Exhibit 15**). The four Main Sponsors as displayed in **Exhibit 15** are: *THE REAL WORLD*
15 | — attributable to JOINTHEREALWORLD.COM OPERATOR as operator of the
16 | jointtherealworld.com platform bearing this mark, and to the three operating entities
17 | disclosed in the jointtherealworld.com Privacy Policy effective January 1, 2025 (**Exhibit**
18 | **16**) — New Era Learning LLC, Thrifty Consulting LLC, and Legendary Courses, Inc.; of
19 | those three, only Thrifty Consulting LLC appears as a currently registered legal entity
20 | (§5h), and Thrifty’s upstream owners Thrift Technologies LLC and Andrew Joslin share
21 | liability through their control of the Thrifty distribution arm; *TOP G* — attributable to
22 | TOPG.COM OPERATOR as operator of the topg.com platform bearing this mark (which
23 | displays no on-site ownership disclosure identifying any other operating entity);
24 | *FUNDRAISER.COM* — attributable to FUNDRAISER.COM OPERATOR, which both
25 | published the Main Sponsor designations and named its own platform as one of the four
26 | Main Sponsors of its own event; and *GOATSEUS MAXIMUS* — a cryptocurrency token
27 | displayed as the fourth Main Sponsor, which because it is not a juridical person is not
28 |

1 | attributable to any individual Defendant in this subpart, but the inclusion of a memecoin
2 | as a “Main Sponsor” of a represented \$1,000,000 venture-funded hackathon is
3 | independently probative of the misleading character of the Main Sponsor representations.
4 | The federally registered marks **THE REAL WORLD** and **TOP G** deployed in the
5 | foregoing designations are owned by Defendant **DEFIED TRUST DIGITAL**
6 | **TRADING - FZCO LLC**, which on information and belief authorized the marks’ use in
7 | the Main Sponsor designations and is bound by the institutional representations those
8 | designations conveyed. On information and belief, **Defendants Emory Andrew Tate III**
9 | **and Tristan Tate are the ultimate beneficial owners of and controlling principals**
10 | **behind each entity Defendant and Operator-Doe Defendant identified in this subpart**
11 | **(¶48; ¶68(b) Ultimate Beneficiaries clause)**, and accordingly retained the ultimate
12 | financial benefit of the false Main Sponsor representations published on the Hackathon
13 | page; (j) **Defendant Emory Andrew Tate III and DEFIED TRUST DIGITAL**
14 | **TRADING - FZCO LLC** — X/Twitter (@CobraTate), January 18, 2025 — “THE
15 | JUDGES ARE STANDING BY” representation in Tate’s “ROBOT ARMY WITH
16 | \$DADDY” post (predicate (x); **Exhibit 55**); (k) **FUNDRAISER.COM OPERATOR,**
17 | **Defendant Emory Andrew Tate III, and DEFIED TRUST DIGITAL TRADING -**
18 | **FZCO LLC** — deck.fundraiser.com/aideck, January 2025 through the present —
19 | pitch-deck representations on the “VISION & ACHIEVEMENTS” and “NETWORKING
20 | & SOCIAL” pages promising participants a “launchpad for AI startups,” “private seed
21 | funding opportunities,” “high-value industry connections,” one-on-one mentorship,
22 | Telegram access to industry leaders, and “life-changing prizes” (predicate (i-b); **Exhibits**
23 | **9, 14**); (l) **Defendant ISSA** — Telegram message to Bryan Mitchell, January 30, 2025 —
24 | representation that Bangchain’s placement on the fundraiser.com/hackathon product
25 | showcase would follow the lock-up of 25% of the Bangchain token supply (“You’ve
26 | locked your tokens so we will be adding Orifice to the fundraiser.com/hackathon product
27 | showcase”) (predicate (h); **Exhibit 31**); (m) **Defendant Emory Andrew Tate III** —
28 |

1 | X/Twitter (@CobraTate), January 31, 2025 — characterization of Plaintiff’s Bangchain
2 | AI submission as “perfect for the average crypto trader,” a representation falsely framed
3 | as a contest endorsement but actually constituting a coordinated price-pump
4 | communication for the locked-up Bangchain cryptocurrency token (predicate (f); **Exhibit**
5 | **28**); (n) **Defendant Tristan Tate** — X/Twitter (@TateTheTalisman), June 13, 2024 —
6 | public “burn vs. take” poll and \$DADDY introduction post containing representations
7 | about the integrity and intent of the Tate-enterprise crypto operation (predicate (z);
8 | **Exhibit 59**); (o) **Defendant ISSA** — X/Twitter (@issathecooker), June 11, 2024 and
9 | January 12–13 and January 30, 2025 — representations about the integrity, legitimacy,
10 | and investment soundness of the \$DADDY and Bangchain tokens, including the false
11 | framing of the Hackathon as the “Biggest Solana AI Hackathon” despite the Solana
12 | Foundation’s public disavowal (predicate (q); **Exhibits 47, 48, 60**); and (p) **Defendant**
13 | **Emory Andrew Tate III and DEFIED TRUST DIGITAL TRADING - FZCO LLC**
14 | — X/Twitter (@CobraTate), October 2, 2024; December 6, 2024; April 2, 2025;
15 | December 25, 2024; January 17, 2025; and February 2, 2026 — the lending-arm “\$50
16 | million dollars to grow,” “50% through proposed business plans,” “\$10,000,000 to fund
17 | projects,” Real World – fundraiser.com pipeline, and TatePledge unified-enterprise
18 | representations published in predicates (r)–(u) and (v)–(w) (**Exhibits 49, 50, 51, 52, 53,**
19 | **54**). Each of the foregoing was a material representation of fact transmitted via interstate
20 | wire.
21 |

22 | 74. Each of the representations identified at ¶73 was false at the time it was
23 | made or transmitted, as follows: **As to (a)–(c)** (prize pool, judging process, IP retention;
24 | predicate (c)) — the prize pool was never funded beyond less than 1.7% of the advertised
25 | amount (the G DAO Treasury Wallet held approximately \$16,513 and never executed an
26 | outgoing transaction); no judges were ever identified or announced; the pitch deck listed
27 | all team members as “Coming Soon” (**Exhibit 11**); no judging was ever conducted; no
28 |

1 winners were announced; and Plaintiff’s project submission was publicly displayed for
2 promotional purposes without Plaintiff’s consent. **As to (d)** (Solana Foundation sponsor;
3 predicate (b)) — the Solana Foundation publicly disavowed any involvement on January
4 13, 2025, yet the Solana Foundation logo continues to appear on page 8 of
5 deck.fundraiser.com/aideck as of the date of this First Amended Complaint (**Exhibits 10,**
6 **15**). **As to (e)** (Tate’s “sponsoring everything myself” pledge; predicate (a)) — at the time
7 the pledge was transmitted on January 12, 2025, no funding arrangement of any kind
8 existed; the prize-fund wallet held under 1.7% of the advertised amount; and on
9 information and belief Tate had no intent or ability to personally fund the represented
10 prize pool. **As to (f)–(g)** (Student Exclusive Period banner and live subscription-purchase
11 notifications; predicate (c)) — the on-page banner and live notifications falsely implied
12 that the enterprise’s commercial infrastructure stood behind the Hackathon prize
13 representations and the lending-arm funding offering, while concealing that no Defendant
14 had made any financial commitment to the prize pool or to the represented \$1M in
15 venture capital funding. **As to (h)** (“up to \$1M in Venture Capital Funding” available
16 “immediately”; predicate (c)) — on information and belief, no funding has ever been
17 disbursed through the fundraiser.com/apply lending-arm interface, as corroborated by the
18 contemporaneous public reply of @StevieGMarrero (**Exhibit 52**; predicate (u)), who
19 applied to fundraiser.com and reported his submission “floating in limbo indefinitely.” **As**
20 **to (i)** (four Main Sponsors “support and fund” the event; predicate (e)) — on information
21 and belief, none of the four named Main Sponsors committed institutional resources or
22 funding to the prize pool; three of the four (THE REAL WORLD, TOP G,
23 COBRATATE) are Defendants’ own controlled brands; and the fourth (Solana
24 Foundation) publicly disavowed any involvement. **As to (j)** (“JUDGES STANDING
25 BY”; predicate (x)) — no judging panel ever existed; the pitch deck identified all team
26 members as “Coming Soon” (**Exhibit 11**); no evaluation activity was ever conducted or
27 communicated. **As to (k)** (pitch-deck advancement promises; predicate (i-b)) — no
28

1 “launchpad,” no seed-funding opportunities, no industry connections, no mentorship
2 sessions, no Telegram access to industry leaders, and no “life-changing prizes” were ever
3 delivered. **As to (l)** (Issa’s showcase-placement-for-token-lock-up promise; predicate (h))
4 — the showcase placement was delivered, but the underlying representation (that
5 placement was a merit determination tied to legitimate contest evaluation) was false; the
6 lock-up quid pro quo reveals that the showcase was the mechanism by which the
7 enterprise secured token-supply conditions for a coordinated price-pump scheme (§22).
8 **As to (m)** (“perfect for the average crypto trader”; predicate (f)) — the transmission was
9 not a contest endorsement of Plaintiff’s AI project but a coordinated price-pump
10 communication for the locked-up Bangchain token, engineered to drive Tate’s audience
11 to purchase the token at inflated valuations in a rug-pull scheme (§22). **As to (n)** (Tristan
12 Tate’s \$DADDY burn-or-take poll and introduction; predicate (z)) — the representations
13 framing the \$DADDY operation as legitimate and the “burn” as a community-benefit
14 commitment operated as a public commitment device scaffolding a coordinated
15 market-manipulation operation, and concealed the underlying pump-and-dump
16 methodology Tate later admitted (**Exhibits 56, 57**; predicate (aa)). **As to (o)** (Issa’s
17 \$DADDY anti-jeet coordination and “Biggest Solana AI Hackathon” amplification;
18 predicate (q)) — the “Biggest Solana AI Hackathon” framing amplified the same Solana
19 sponsorship falsity addressed in (d), and the “don’t jeet \$DADDY” coordination operated
20 to artificially suppress sell-side pressure during the coordinated price-promotion
21 operation. **As to (p)** (Tate’s lending-arm pre/post-Hackathon transmissions; predicates
22 (r)–(u), (v)–(w)) — on information and belief, the representations of \$50,000,000 /
23 \$10,000,000 in available funding, “50% through proposed business plans,” and “funding
24 my fans companies” were not supported by any actual funding disbursement
25 infrastructure or any documented funding to applicants — corroborated by the
26 contemporaneous public reply of @StevieGMarrero (**Exhibit 52**) and by Tate’s own
27 direct admissions of pump-and-dump methodology and regulatory-evasion strategy
28

1 (Exhibit 57).

2 75. **Element 2 — scienter.** Defendants made these representations with
3 knowledge of their falsity or with reckless disregard for their truth. The following facts
4 support a strong inference of scienter: (i) the G DAO Treasury Wallet was created after
5 the Hackathon launched and after prize representations were published; at the time those
6 representations were made, no funded prize reserve existed; the wallet never contained
7 more than approximately \$16,513 (less than 1.7% of the advertised prize pool) and never
8 executed an outgoing transaction (§22; predicate (c)) — supporting a strong inference that
9 FUNDRAISER.COM OPERATOR and the enterprise had actual knowledge the prize
10 representations were false when made; (ii) the pitch deck identified all team members as
11 “Coming Soon” on page 9 (Exhibit 11; predicate (i-b)), supporting a strong inference that
12 no judging panel existed at launch; (iii) upon information and belief, the Main Sponsor
13 designations for **THE REAL WORLD, TOP G, and FUNDRAISER.COM** were
14 authorized by the respective Tate-enterprise platform operators
15 (JOINTHEREALWORLD.COM OPERATOR; TOPG.COM OPERATOR;
16 FUNDRAISER.COM OPERATOR) and, as to THE REAL WORLD and TOP G, by
17 Defendant DEFIED TRUST DIGITAL TRADING - FZCO LLC as the federally
18 registered mark holder, while no Defendant made any financial contribution to the prize
19 pool or conducted any due diligence on prize fulfillment; the fourth displayed “Main
20 Sponsor,” **GOATSEUS MAXIMUS**, is a cryptocurrency token rather than a juridical
21 actor and is itself independently probative of the deceptive nature of the Main Sponsor
22 representations, because a memecoin cannot “support and fund” a represented \$1,000,000
23 venture-funded contest; (iv) upon information and belief, Thrifty, Thrift Technologies,
24 and Joslin collected ongoing subscription revenue from lending-arm applicants drawn in
25 by the Hackathon-fraud scheme’s false prize representations (predicate (d)); (v) Tate
26 publicly characterized a participant’s submission as “perfect for the average crypto
27
28

1 | trader” (**Exhibit 28**) — upon information and belief, a coordinated price-pump
2 | communication for the locked-up Bangchain token rather than a contest endorsement
3 | (predicate (f)); (vi) the Solana Foundation’s logo continued to appear on **page 8** of the
4 | pitch deck at deck.fundraiser.com/aideck as of the date of this First Amended Complaint
5 | — more than sixteen months after the Foundation publicly disavowed involvement
6 | (**Exhibit 10**; predicate (b)); (vii) **Tate’s own public admissions establish scienter**
7 | **directly**: in a YouTube interview, Tate admitted maintaining “an actual infrastructure and
8 | ecosystem” supporting his crypto operations (**Exhibit 56** at 00:53) and publicly
9 | committed to bringing the \$DADDY token to a \$1 billion market capitalization “even if I
10 | have to do it myself. Even if I have to buy it all myself” (**Exhibit 56**; predicate (aa)) —
11 | admissions of coordinated market-manipulation infrastructure that Plaintiff alleges was
12 | applied to the Bangchain token; and (viii) **Tate’s direct first-person admission of**
13 | **pump-and-dump methodology and regulatory-evasion strategy**: in a separate publicly
14 | viewable clip preserved in third-party investigative reporting, Tate stated: “SEC, come for
15 | me. I’m in Romania. There ain’t no SEC in Romania. We’re (EXPLETIVE DELETED)
16 | scammers, we’re (EXPLETIVE DELETED) we’re out here doing what we want. I’m
17 | gonna pump a coin up, make 10M, peel it off” (**Exhibit 57**; predicate (aa)). This is a
18 | direct, first-person admission by Defendant Tate of the precise pump-and-dump
19 | methodology Plaintiff alleges was applied to the Bangchain token (§22; predicate (f)); (ix)
20 | **THEWARROOM.AG OPERATOR** — the operator’s public-site automated chat-agent
21 | disclosed payment terms of “\$7,979 USD via bank transfer or cryptocurrency only”
22 | (**Exhibit 66**), while the off-platform Telegram representative (a
23 | Trinidad-and-Tobago-registered “Not an official account” account using the display name
24 | “Alexander Cobratate”) instead offered card and Google Pay rails via
25 | <https://www.thewarroom.ag/checkout/card> (**Exhibit 68**); plus the [thewarroom.ag/pay](https://www.thewarroom.ag/pay)
26 | payment page accepted the charge amount as an editable URL parameter, allowing
27 | Plaintiff to cause the “WAR ROOM MEMBERSHIP” charge to process as \$1.00 in place
28 |

1 of the represented \$7,979 fee, after which the operator transmitted an automated
2 card-payment receipt confirming the \$1.00 charge as “War Room Inc” (**Exhibit 74**) and
3 the Telegram representative then confirmed receipt of “\$1” on the operator’s side —
4 supporting a strong inference that THEWARROOM.AG OPERATOR knowingly
5 operates the terminal monetization stage of the cobratate.com/contact →
6 cobratate.com/form → thewarroom.ag funnel fed by the false prize-and-funding
7 representations alleged above (¶5o); (x) **Defendant Issa — direct admission tying his**
8 **promotional activity to Hackathon submissions:** Issa’s own January 30, 2025 post in
9 the *@issasthoughts* Telegram channel (8,952 subscribers; share-link cross-referenced on
10 Issa’s *@issathecooker* X profile per **Exhibit 70**) embedded a link to Issa’s own
11 *@issathecooker* X post with the channel comment “It’s up 2x. Did you cry in the casino?”
12 and the embedded X-post text “Issa (@issathecooker) on X just ordered the future of
13 finance and fleshlights / thank you for submitting to the hackathon” (**Exhibit 73**) — a
14 direct first-person admission by Issa that his cryptocurrency-promotion activity was tied
15 to hackathon submissions and engineered to produce coordinated price movement,
16 corroborating the scienter alleged at (v) above and the operational-role allegations at
17 ¶5k(5); and (xi) **Legendary Courses, Inc.** — to the extent the actual entity operating the
18 relevant brand-authorization, subscription, or contest-administration infrastructure was
19 “Legendary Courses, Inc.” or “Legendary Courses LLC” (alternative theory under Fed. R.
20 Civ. P. 8(d)(2); ¶48(a) layer 4), its identification alongside New Era and Thrifty at the
21 bottom of the jointherealworld.com Privacy Policy without any contemporaneous
22 separate disclosure of its operational role evidences structural concealment of the entity
23 actually standing behind the disclosed-distribution-entity infrastructure — supporting a
24 scienter inference that the disclosure pattern was designed to obscure beneficial
25 ownership rather than to inform participants of the actual contracting party. The
26 continuation of known false representations — including the persisting Solana
27 Foundation logo on the live pitch deck, the continuing display of the Hackathon prize
28

1 representations more than fifteen months after the elapsed submission deadline, and
2 Tate’s direct scienter admissions — combined with the wallet-gap knowledge in (i) and
3 the complete absence of any judging infrastructure in (ii), constitutes conduct that is
4 oppressive, fraudulent, and malicious within the meaning of NRS 42.005, supporting an
5 award of punitive damages against the Defendants who directed or participated in this
6 ongoing course of deception.

7
8 76. **Element 3 — intent to induce reliance.** Upon information and belief,
9 Defendants made the foregoing representations with the intent to induce (i) skilled
10 developers, including Plaintiff, to invest substantial labor and intellectual property in the
11 Hackathon, generating project content and platform credibility for Defendants’
12 commercial operation; (ii) lending-arm applicants to purchase \$99/month Real World
13 subscriptions at jointherealworld.com as a gating condition of the false “up to \$1M in
14 Venture Capital Funding” representation, generating subscription revenue remitted
15 upstream through Thrifty Consulting LLC, Thrift Technologies LLC, and Defendant
16 Joslin (predicate (d)); and (iii) the Tate-enterprise audience to purchase, hold, and refrain
17 from selling cryptocurrency tokens (including \$DADDY and Bangchain) the value of
18 which depended on the Hackathon’s apparent legitimacy and Plaintiff’s AI project’s
19 public association with the Tate-enterprise ecosystem (predicates (f), (q), (z), (aa)).
20 Moreover, **Thrifty Consulting LLC, Thrift Technologies LLC, and Defendant Joslin**
21 knew or, in the exercise of reasonable diligence, should have known that **THE REAL**
22 **WORLD** — the jointherealworld.com platform Thrifty was contractually represented to
23 operate and distribute effective January 1, 2025 (**Exhibit 16; ¶55**) — was publicly
24 designated as one of the four **Main Sponsors** of the Hackathon, under the on-page
25 representation that Main Sponsors “support and fund” the represented over-\$1,000,000
26 prize pool (**Exhibit 15**), and these Defendants nonetheless continued to operate the
27 subscription-distribution infrastructure that captured the resulting lending-arm
28

1 | subscription revenue from participants drawn to jointherealworld.com through the
2 | Hackathon-fraud funnel — establishing both their constructive knowledge of the false
3 | sponsorship representation and their intent to induce the reliance from which they directly
4 | profited.

5 | 77. **Element 4 — justifiable reliance.** Plaintiff justifiably relied on the
6 | representations identified at ¶73. In specific reliance, Plaintiff: (i) invested approximately
7 | 200 hours of skilled AI development labor (at the prevailing market rate of approximately
8 | \$150 per hour, totaling approximately \$30,000) developing the Bangchain AI project for
9 | submission to the Hackathon; (ii) incurred out-of-pocket expenditures to unaffiliated
10 | third-party vendors for server infrastructure, live demonstration video hosting used to
11 | publicly demonstrate the Bangchain AI project’s functionality, robotics hardware
12 | components (including actuator motors, wiring, metal framing, stands, solder, and related
13 | materials), and other technical services, in an amount to be proven at trial; (iii) submitted
14 | the Bangchain project through the official Google Form linked from
15 | fundraiser.com/hackathon before the February 15, 2025 extended deadline; and (iv)
16 | continued to wait for judging results, rather than commercializing the Bangchain project
17 | independently or pursuing alternative development projects, through the date of this First
18 | Amended Complaint. Plaintiff’s reliance was reasonable given the specificity of the
19 | published prize amounts, the professional quality of the contest website and pitch deck,
20 | the detailed judging-criteria and three-round process representations, the formal
21 | submission infrastructure, the four publicly designated Main Sponsors each represented
22 | as “supporting and funding” the event (**Exhibit 15**), and the personal sponsorship pledge
23 | from a public figure with millions of X/Twitter followers (**Exhibit 26**). See *Barmettler v.*
24 | *Reno Air, Inc.*, 114 Nev. 441, 956 P.2d 1382 (1998).
25 |

26 | 78. Defendant Joslin is personally and directly liable for fraudulent
27 | misrepresentation under the directing-participant doctrine. *Price v. Sinnott*, 85 Nev. 600,
28 |

1 460 P.2d 837 (1969). A manager who personally directs the tortious activity of an LLC is
2 not shielded by NRS 86.371. Joslin, as sole Governor of Thrift Technologies LLC which
3 wholly owns and controls Thrifty Consulting LLC, personally directed the design and
4 operation of the subscription-payment infrastructure custom-integrated with the
5 Hackathon's root-domain funding application portal at fundraiser.com/apply (predicate
6 (d); ECF No. 25, Ex. 1). Because Joslin designed and directed that integration, he knew or
7 should have known what representations the lending-arm interface made to applicants and
8 whether those representations could be performed — establishing both the false statement
9 and the scienter elements of fraudulent misrepresentation as to the lending-arm fraud and
10 the Hackathon-driven subscription-acquisition pipeline. **Aiding and abetting fraudulent**
11 **misrepresentation.** All remaining Defendants are independently liable under a theory of
12 aiding and abetting fraudulent misrepresentation. Each provided substantial assistance to
13 the fraudulent scheme: **New Era Learning LLC (and/or the enterprise operating**
14 **under that trade name) and JOINTHEREALWORLD.COM OPERATOR**
15 authorized integration of the Real World subscription-verification API throughout the
16 fundraiser.com/apply funding-application interface (**Exhibit 35**); **Thrifty Consulting**
17 **LLC and Thrift Technologies LLC** operated the payment infrastructure that collected
18 subscription revenue from lending-arm applicants drawn in by false representations
19 (predicate (d)); **DEFIED TRUST DIGITAL TRADING - FZCO LLC** authorized the
20 deployment of the COBRATATE, THE REAL WORLD, and TOP G marks in the false
21 Main Sponsor designations and pitch-deck representations (predicate (k); **Exhibits 19, 20,**
22 **21, 22**); **COBRATATE.COM OPERATOR** operated the formspree.io-backed
23 contact-data harvester reached from the only contact link on fundraiser.com, capturing
24 participant data into the enterprise's marketing distribution list (predicate (n); **Exhibits**
25 **17, 37, 65, 66**); **TOPG.COM OPERATOR** lent the TOP G brand authority through its
26 designated Main Sponsor presence (predicate (e); **Exhibit 15**);
27 **NEWERALEARNING.NET OPERATOR** operated the support@neweralearning.net
28

1 consumer-support infrastructure servicing Real World subscribers and orchestrated (on
2 information and belief) the coordinated false “SOLD OUT” pricing display across
3 jointherealworld.com and university.com (predicate (p); **Exhibits 45, 46**);
4 **UNIVERSITY.COM OPERATOR** operated the parallel coordinated subscription portal
5 with identical false-scarcity pricing (predicate (p); **Exhibit 45**); **THEWARROOM.AG**
6 **OPERATOR** operated the terminal paid-membership monetization stage of the
7 cobratate.com/contact → cobratate.com/form → thewarroom.ag funnel fed by the false
8 prize-and-funding representations alleged above (¶5o; **Exhibits 17, 37, 65, 66, 68, 74**),
9 providing substantial assistance to the scheme by converting funnel-routed participants
10 into paid memberships under public-site terms divergent from the off-Telegram terms
11 actually offered; **Defendant Tristan Tate** conducted coordinated Tate-enterprise
12 crypto-promotional activity through the @TateTheTalisman handle and through his
13 operational connection to the Talisman Enterprises entity behind cobratate.com (predicate
14 (z); ¶5n); **Defendant ISSA** engineered the Bangchain token-supply lock-up conditioned
15 on showcase placement and conducted coordinated \$DADDY-promotional activity
16 (predicates (h) and (q); **Exhibits 31, 47, 48, 60**); **Doe Defendants 1–3 and Roe**
17 **Corporations 1–3** (Legendary Courses person(s) or entit(ies)) provided
18 distribution-entity cover through the jointherealworld.com Privacy Policy (¶5h; **Exhibit**
19 **16**); and **Doe Defendants 4–10 and Roe Corporations 4–5** (the coordinated operational
20 personnel through which the token-issuance and price-manipulation activity was
21 executed, per predicate (aa)) participated in the coordinated token-issuance and
22 price-manipulation operation. Each knew or should have known that the scheme involved
23 false representations. *See In re First Alliance Mortgage Co.*, 471 F.3d 977, 993 (9th Cir.
24 2006); *Halberstam v. Welch*, 705 F.2d 472 (D.C. Cir. 1983) (influential formulation of
25 civil aiding-and-abetting liability elements).
26
27
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1 79. **Element 5 — damages.** As a direct and proximate result of Defendants’
2 fraudulent misrepresentations, Plaintiff suffered damages including approximately
3 \$30,000 in development labor (approximately 200 hours at the prevailing market rate);
4 direct out-of-pocket costs for server infrastructure, live demonstration video hosting used
5 to publicly demonstrate the Bangchain AI project’s functionality, robotics hardware
6 components (actuator motors, wiring, metal framing, stands, solder, and related
7 materials), and other technical services, in an amount to be proven at trial; loss of prize
8 opportunity as alleged in ¶59(c); opportunity costs; on information and belief, the \$49.99
9 subscription fee paid to the predecessor Hustlers University platform on July 8, 2022 in
10 reliance on the false promotional representations described at predicate (o); the value of
11 Defendants’ unauthorized public display and promotional use of Plaintiff’s intellectual
12 property as the lead Hackathon showcase entry for more than fifteen months; and the
13 value of the unauthorized commercial appropriation of Plaintiff’s AI project name and
14 identity in the Bangchain cryptocurrency token scheme (¶22; predicate (f)). **Joint and**
15 **several liability.** Each Defendant — FUNDRAISER.COM OPERATOR, Defendant
16 Emory Andrew Tate III, Defendant Tristan Tate, New Era Learning LLC,
17 JOINTHEREALWORLD.COM OPERATOR, Thrifty Consulting LLC, Thrift
18 Technologies LLC, Andrew Joslin, DEFIED TRUST DIGITAL TRADING - FZCO
19 LLC, COBRATATE.COM OPERATOR, TOPG.COM OPERATOR,
20 NEWERALEARNING.NET OPERATOR, UNIVERSITY.COM OPERATOR,
21 THEWARROOM.AG OPERATOR, Defendant ISSA, and Doe Defendants 1–10 and Roe
22 Corporations 1–5 — is jointly and severally liable to Plaintiff for the damages caused by
23 the fraudulent misrepresentations pleaded in this Cause of Action, whether through direct
24 misrepresentation or aiding-and-abetting liability. Plaintiff is entitled to compensatory
25 damages, punitive damages under NRS 42.005, and all other appropriate relief.
26
27
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1 **SIXTH CAUSE OF ACTION — Nev. Deceptive Trade Practices Act (NRS 598.0903**
2 **et seq.)**

3 **Violation of the Nevada Deceptive Trade Practices Act**

4 *(NRS 598.0903 et seq.) (Against All Defendants)*

5 80. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

6
7 80a. The deceptive practices alleged in this Cause of Action occurred in
8 consumer-facing trade and commerce. Defendants did not merely make isolated false
9 statements; they used the Hackathon, the venture-funding representations, the Main
10 Sponsor designations, the Tate-branded platform ecosystem, the
11 subscription-authentication requirement, the merchandise and promotional infrastructure,
12 and the fundraiser.com outbound contact mechanism routing to cobratate.com/contact as
13 commercial devices to induce consumer engagement, paid subscriptions, lead
14 submissions, and continued participation in the enterprise’s monetization channels.
15 Plaintiff was a Nevada consumer exposed to and injured by those deceptive commercial
16 practices.

17 81. The Nevada Deceptive Trade Practices Act, NRS 598.0903 et seq., prohibits
18 enumerated deceptive trade practices in connection with the sale or lease of goods or
19 services. NRS 598.0915 catalogues specific deceptive practices; NRS 598.0923
20 catalogues additional deceptive and unconscionable practices; NRS 598.0979 extends
21 individual liability to any person who personally commits or directs a deceptive trade
22 practice; and NRS 41.600 authorizes a consumer victim of a deceptive trade practice to
23 recover actual damages, equitable relief as the court deems appropriate, costs of the
24 action, and reasonable attorneys’ fees. Treble damages are not claimed under the NDTPA
25 itself; treble damages are sought only under 18 U.S.C. § 1964(c) (Cause 1) and punitive
26 damages only under NRS 42.005 (Causes 5, 7, 9, and 10). Defendants engaged in
27 deceptive trade practices in violation of NRS 598.0903 et seq. Each Defendant
28

1 participated in and benefited from the Hackathon and the broader Tate-enterprise
2 commercial operation: **Defendant Emory Andrew Tate III** — personal brand and
3 promotional activity, including the January 12, 2025 sponsorship video (predicate (a)),
4 the January 18, 2025 ROBOT ARMY post (predicate (x)), the January 31, 2025
5 Bangchain-pump post (predicate (f)), and multiple lending-arm transmissions (predicates
6 (r)–(u), (v)–(w)); **Defendant Tristan Tate** — coordinated \$DADDY promotional
7 transmissions through the @TateTheTalisman handle (predicate (z); ¶5n);
8 **FUNDRAISER.COM OPERATOR** — direct operation of fundraiser.com, including the
9 Hackathon prize-pool page and the lending-arm interface (predicates (c), (e), (j)); **New**
10 **Era Learning LLC** and **JOINTHEREALWORLD.COM OPERATOR** — Main
11 Sponsor designation and the subscription portal that lending-arm applicants were required
12 to authenticate against (predicates (e), (i), (i-a)); **Thrifty Consulting LLC, Thrift**
13 **Technologies LLC, and Andrew Joslin** — payment infrastructure collecting
14 subscription revenue from lending-arm applicants driven through the Hackathon-fraud
15 scheme (predicate (d)); **DEFIED TRUST DIGITAL TRADING - FZCO LLC** —
16 trademark holder of the THE REAL WORLD, COBRATATE, and TOP G marks
17 deployed in the Main Sponsor designations and pitch-deck representations (predicate (k));
18 **COBRATATE.COM OPERATOR** — operator of the contact-data harvester reached
19 from the only contact link on fundraiser.com (predicate (n)); **TOPG.COM OPERATOR**
20 — designated Main Sponsor brand presence (predicate (e));
21 **NEWERALEARNING.NET OPERATOR** — coordinated false “SOLD OUT” pricing
22 display and consumer-support infrastructure across the enterprise’s two subscription
23 portals (predicate (p)); **UNIVERSITY.COM OPERATOR** — parallel coordinated
24 subscription portal with identical false-scarcity pricing (predicate (p)); **Defendant ISSA**
25 — coordinated token-issuance representations including the lock-up showcase-placement
26 promise and the \$DADDY anti-jeet coordination (predicates (h), (q)); **Doe Defendants**
27 **1–3 and Roe Corporations 1–3** (Legendary Courses) — distribution-entity cover via the
28

1 | jointherealworld.com Privacy Policy (¶5h); and **Doe Defendants 4–10 and Roe**
2 | **Corporations 4–5** (the coordinated operational personnel through which the
3 | token-issuance and price-manipulation activity was executed) — coordinated
4 | token-issuance and price-manipulation activity (predicate (aa)). Each Defendant is a
5 | person engaged in commerce within the meaning of NRS 598.0903 et seq.

6 | 81a. Defendants violated the following specific provisions of the NDTPA, each
7 | tied to the wire-fraud predicate where the underlying deceptive practice is pleaded with
8 | Rule 9(b) particularity: (1) **NRS 598.0915(1)** — knowingly making false representations
9 | about the characteristics, quantity, and quality of the Hackathon prizes and judging
10 | process (predicates (c), (j), (x); **Exhibits 8, 11, 23, 55**); (2) **NRS 598.0915(2)** —
11 | representing that the Hackathon had the sponsorship, approval, and certification of the
12 | Solana Foundation and institutional financial backers when it did not (predicate (b);
13 | **Exhibit 10**); (3) **NRS 598.0915(3)** — representing that the goods or services have a
14 | sponsorship or approval that they did not have (the four “Main Sponsors” designations)
15 | (predicate (e); **Exhibit 15**); (4) **NRS 598.0915(9)** — advertising the Hackathon and its
16 | prizes with intent not to award them (predicates (a), (c), (e), (j), (x); ¶49(i)); (5) **NRS**
17 | **598.0915(13)** — making false or misleading statements of fact concerning the reasons
18 | for, existence of, or amounts of price reductions or supply (the coordinated “SOLD OUT”
19 | display on the \$499/month Vanguard tier across jointherealworld.com and
20 | university.com, which on information and belief was never available for purchase)
21 | (predicate (p); **Exhibit 45**); (6) **NRS 598.0915(15)** — knowingly making false
22 | representations of fact in connection with the Hackathon and the broader Tate-enterprise
23 | commercial operation, including Tate’s personal “sponsoring everything myself”
24 | declaration (predicate (a)), the “up to \$1M in Venture Capital Funding” lending-arm
25 | representation (predicate (c); **Exhibit 77**), the “\$50 million dollars to grow” and
26 | “\$10,000,000 to fund projects” representations (predicates (r), (u); **Exhibits 49, 52**), and
27 |
28 |

1 the “perfect for the average crypto trader” coordinated price-pump characterization
2 (predicate (f); **Exhibit 28**); (7) **NRS 598.0923(2)** — engaging in conduct that created a
3 likelihood of confusion or misunderstanding about the source, sponsorship, and approval
4 of the Hackathon, the lending-arm funding offering, and the cryptocurrency tokens
5 promoted in connection with the enterprise (predicates (b), (e), (q), (z)); (8) **NRS**
6 **598.0923(3)** — representing that the Hackathon, the lending arm, and the subscription
7 platforms had characteristics, approval, sponsorship, and entity ownership they did not
8 have, including: (A) the disclosure of “New Era Learning LLC” as owner and manager of
9 jotherealworld.com when that entity does not appear in Delaware’s corporate records
10 (§5a); (B) the disclosure of “Legendary Courses LLC” / “Legendary Courses, Inc.” on the
11 jotherealworld.com Privacy Policy when that entity does not appear in Delaware’s
12 corporate records (§5h; §7); and (C) the cobratate.com self-identification as operated by
13 “Talisman Enterprises,” an entity that appears in no publicly accessible state corporate
14 registry searched by Plaintiff and whose registered legal form is presently unknown (§5g;
15 §5n); and (9) **NRS 598.0923(1)(e)** — engaging in unconscionable trade practices by
16 accepting \$99/month subscription fees from lending-arm applicants while operating a
17 prize promotion that was never funded and never intended to award the advertised prizes,
18 and by operating the lending-arm interface at fundraiser.com/apply with the “up to \$1M
19 in Venture Capital Funding” representation despite (on information and belief) never
20 disbursing any such funding to any applicant (predicates (c), (d), (i-a), (p)).
21

22 81b. The NDTPA applies to each Defendant’s participation in the Hackathon
23 enterprise as set forth herein. The Hackathon was promoted and marketed as a
24 commercial offering integrated into the broader Tate-enterprise commercial operation —
25 including the fundraiser.com lending arm and The Real World subscription business —
26 and served as a promotional vehicle driving traffic to fundraiser.com/apply, where
27 lending-arm applicants were required to authenticate against the
28

1 JOINTHEREALWORLD.COM OPERATOR Real World subscription system as a gating
2 condition of the false “up to \$1M in Venture Capital Funding” offering. Each \$99/month
3 subscription so induced and collected through Thrifty Consulting LLC’s payment
4 infrastructure (and remitted upstream to Thrift Technologies LLC under Defendant
5 Joslin’s direction) constitutes a deceptive transaction within the meaning of NRS
6 598.0915(1), (9), and (15). *See Betsinger v. D.R. Horton, Inc.*, 126 Nev. 162, 232 P.3d
7 433 (2010). **Nevada Prize Promotion Statute.** Defendants are additionally subject to
8 Nevada’s prize promotion statute, NRS 598.1305 et seq., which imposes specific
9 disclosure requirements on prize promotions directed at Nevada consumers. The
10 Hackathon failed to comply by: (a) failing to disclose that the prize pool was unfunded
11 and held under 1.7% of the represented amount in the G DAO Treasury Wallet (predicate
12 (c)); (b) failing to disclose the absence of any judging panel (**Exhibit 11**; predicate (i-b));
13 (c) failing to publish complete and accurate contest rules sufficient for consumers to
14 determine prize eligibility and likelihood of award; and (d) failing to identify the actual
15 sponsor entities behind the “Main Sponsors” designations (predicate (e)). Violation of
16 NRS 598.1305 et seq. subjects Defendants to liability without proof of intent. **NRS**
17 **598.0979 personal liability.** NRS 598.0979 extends NDTPA liability to “any person”
18 who personally commits or directs a deceptive trade practice. Personal liability under this
19 provision attaches to: (i) **Defendant Emory Andrew Tate III**, who personally made the
20 January 12, 2025 sponsorship declaration (predicate (a)), the January 13, 2025 Solana
21 sponsor representation (predicate (b)), the January 18, 2025 “JUDGES STANDING BY”
22 representation (predicate (x)), the January 31, 2025 Bangchain-pump characterization
23 (predicate (f)), and the October 2024 – February 2026 lending-arm transmissions
24 (predicates (r)–(u), (v)–(w)); (ii) **Defendant Tristan Tate**, who personally made the June
25 13, 2024 \$DADDY introduction and burn-or-take poll representations (predicate (z)); (iii)
26 **Defendant ISSA**, who personally made the lock-up-for-showcase-placement
27 representation to Bryan Mitchell (predicate (h)) and the \$DADDY anti-jeet coordination
28

1 representations (predicate (q)); and (iv) **Andrew Joslin**, as the individual who directed
2 the design and operation of the deceptive subscription-payment infrastructure (predicate
3 (d); ECF No. 25, Ex. 1). Each daily continued display of the unfunded prize
4 representations on fundraiser.com/hackathon and the Solana Foundation logo on page 8
5 of deck.fundraiser.com/aideck (**Exhibit 10**; predicate (b)) constitutes a separate deceptive
6 act within the meaning of NRS 598.0903 et seq., with the per-violation statutory remedy
7 available under NRS 598.0979.

8
9 82. Plaintiff suffered ascertainable loss as a direct and proximate result of
10 Defendants' deceptive trade practices, including, without limitation: (a) approximately
11 \$30,000 in development labor expended on the Bangchain submission in reliance on the
12 misrepresentations cataloged at ¶81a–¶81b; (b) third-party hardware, hosting, API, and
13 infrastructure costs incurred to build the submission; (c) loss of prize opportunity as
14 alleged in ¶59(c) (the “up to \$1,000,000” pool advertised on the Hackathon entry page
15 and the \$250,000 funding track advertised at /apply); (d) opportunity costs from labor,
16 capital, and attention diverted away from competing ventures during the contest window;
17 (e) on information and belief, the \$49.99 subscription charge referenced at predicate (o),
18 never refunded; and (f) the fair-market value of Defendants' continued unauthorized
19 public display and promotional use of the Bangchain submission on
20 *fundraiser.com/hackathon*, which remains live as of the date of this filing and which
21 Defendants have monetized to recruit additional subscribers and lending-arm applicants.
22 Plaintiff did *not* purchase a Real World subscription as a condition of Hackathon entry
23 (the Hackathon entry form at /hackathon is a free Google Form), and Plaintiff disclaims
24 any damages premised on subscription fees paid to *jointherealworld.com*; the
25 subscription-gated platform is implicated here only as the funnel through which
26 Defendants directed lending-arm applicants and Hackathon participants for the unrelated
27 upstream-enterprise harms pled elsewhere in this Complaint.
28

1 82a. **Joint and several liability.** Each of the sixteen named Defendants
2 identified at ¶5 through ¶5o—EMORY ANDREW TATE III, NEW ERA LEARNING
3 LLC, THRIFTY CONSULTING LLC, LEGENDARY COURSES, INC., THRIFT
4 TECHNOLOGIES LLC, ANDREW JOSLIN, FUNDRAISER.COM OPERATOR,
5 COBRATATE.COM OPERATOR, JOINTHEREALWORLD.COM OPERATOR,
6 TOPG.COM OPERATOR, DEFIED TRUST DIGITAL TRADING - FZCO LLC, ISSA,
7 NEWERALEARNING.NET OPERATOR, UNIVERSITY.COM OPERATOR,
8 THEWARROOM.AG OPERATOR, and TRISTAN TATE—together with Doe
9 Defendants 1–10 and Roe Corporations 1–5 identified at ¶7, is jointly and severally liable
10 for the deceptive trade practices alleged in this Sixth Cause of Action under
11 NRS 598.0915, NRS 598.0923, NRS 598.0979 (personal liability of officers, directors,
12 and managing agents), NRS 598.1305 (prize promotion), and NRS 41.600 (private right
13 of action), by virtue of their roles in the integrated association-in-fact enterprise pled at
14 ¶48 and their direct, supervisory, and/or knowing participation in the predicate acts
15 cataloged at ¶49(a)–(aa).
16

17 83. Plaintiff is entitled to actual damages, treble damages where authorized,
18 court costs, and other recoverable costs pursuant to NRS 598.0963 and NRS 41.600
19 (attorney’s fees to be sought should counsel enter an appearance on Plaintiff’s behalf).
20 Plaintiff also seeks injunctive relief requiring Defendants to immediately remove
21 Plaintiff’s Bangchain project from the hackathon showcase page at
22 *fundraiser.com/hackathon*, to cease all unauthorized commercial use of Plaintiff’s
23 intellectual property, and to publish a corrective notice disclosing the true (unfunded)
24 status of the advertised prize pool and the absence of an independent judging panel.
25
26
27
28

1 **SEVENTH CAUSE OF ACTION — Civil Conspiracy**

2 **Civil Conspiracy**

3 *(Against All Defendants)*

4 84. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

5
6 85. Nevada recognizes civil conspiracy as an independent cause of action where
7 two or more persons, by concerted action, intend to accomplish an unlawful objective or a
8 lawful objective by unlawful means, take at least one overt act in furtherance, and thereby
9 cause damage to the plaintiff. *Consolidated Generator-Nevada, Inc. v. Cummins Engine*
10 *Co.*, 114 Nev. 1304, 1311, 971 P.2d 1251 (1998); *Hilton Hotels Corp. v. Butch Lewis*
11 *Prods.*, 109 Nev. 1043, 862 P.2d 1207 (1993); *Price v. Sinnott*, 85 Nev. 600, 460 P.2d
12 837 (1969) (each co-conspirator is jointly and severally liable for the damages caused by
13 any member of the conspiracy in furtherance of the common design). Federal law applies
14 the same framework. *Halberstam v. Welch*, 705 F.2d 472, 477 (D.C. Cir. 1983) (elements
15 of civil conspiracy / concerted-action liability); *In re First Alliance Mortgage Co.*, 471
16 F.3d 977, 995 (9th Cir. 2006) (applying *Halberstam* in fraud-scheme context);
17 Restatement (Second) of Torts § 876 (concerted-action / civil-conspiracy liability). The
18 elements are: (1) a combination of two or more persons; (2) an unlawful objective, or a
19 lawful objective accomplished by unlawful means; (3) at least one overt act in furtherance
20 of the common design; (4) intent—or actual or constructive knowledge of the unlawful
21 purpose—on the part of each co-conspirator; and (5) damages proximately caused by the
22 conspiracy.

23
24 85a. **Element 1 — Combination of two or more persons.** The sixteen named
25 Defendants identified at ¶5 through ¶5o, together with the Doe and Roe Defendants
26 identified at ¶7, are each members of the conspiracy: (i) **EMORY ANDREW TATE III**
27 (¶5) — promotional and sponsorship architect; personal sponsorship declaration and
28 Bangchain endorsement; UK forfeiture co-respondent; predicates (a), (b), (f), (r)–(u),

1 (v)–(w), (x); (ii) **NEW ERA LEARNING LLC** (§5a) — designated Main Sponsor; false
2 corporate-identity disclosure (Delaware unregistered, UK namesake dissolved); operator
3 of neweralearning.net support hub; predicates (e), (j), (p); (iii) **THRIFTY**
4 **CONSULTING LLC** (§5b) — disclosed distribution partner; subscription-payment
5 processor for The Real World; predicates (c), (d); (iv) **LEGENDARY COURSES, INC.**
6 (§5c) — disclosed distribution partner per the jointtherealworld.com privacy policy,
7 pleaded in the alternative as either a validly organized distribution-role defendant or a
8 fictitious-entity designation used by presently unknown persons or entities; predicate (e)
9 (false corporate-identity disclosure under NRS 598.0923(3)); (v) **THRIFT**
10 **TECHNOLOGIES LLC** (§5d) — 100% beneficial owner of Thrifty; upstream recipient
11 of subscription remittances; predicates (c), (d); (vi) **ANDREW JOSLIN** (§5e) — sole
12 Governor of Thrift Technologies; personally directed the development and operation of
13 the payment and subscription infrastructure (ECF No. 25, Ex. 1); predicate (d);
14 (vii) **FUNDRAISER.COM OPERATOR** (§5f) — Hackathon event administrator;
15 published all contest terms; received all submissions; controls the G DAO Treasury
16 Wallet holding less than 1.7% of the advertised prize pool; listed as its own Main
17 Sponsor; predicates (h), (q), (aa); (viii) **COBRATATE.COM OPERATOR** (§5g) —
18 self-identifies as “Talisman Enterprises”; hub from fundraiser.com’s navigation to
19 topg.com; formspree.io-powered contact pipeline harvesting participant data; predicates
20 (f), (r)–(u), (x); (ix) **JOINTHEREALWORLD.COM OPERATOR** (§5h) — primary
21 consumer-facing subscription portal; designated Main Sponsor; shares Google Tag
22 Manager container ID with fundraiser.com (common operational control); predicates (c),
23 (e), (i); (x) **TOPG.COM OPERATOR** (§5i) — displayed as Main Sponsor logo on the
24 Hackathon page; accepts consumer payments while disclosing no legal entity; predicate
25 (Main Sponsor representations); (xi) **DEFIED TRUST DIGITAL TRADING - FZCO**
26 **LLC** (§5j, §5j(i)–(iii)) — UAE FZCO; USPTO-registered owner of
27 THE REAL WORLD, TOP G, and COBRATATE marks (and twelve other Tate-related
28

1 marks); facade corporate website at defiedtrust.com; IP holding shell enabling the Main
2 Sponsor trademark representations; predicate (f); (xii) **ISSA** (§5k) — @issathecooker;
3 identified to Bryan Mitchell as the developer of the \$DADDY cryptocurrency token and
4 as the operator who had “handled a lot of very successful CTOs”; occupied the “Head of
5 hackathon” role by Tate’s express designation in Tate’s DM to Bryan Mitchell and Issa’s
6 ratifying Telegram follow-up; transmitted the 25% lock-up condition for placement on the
7 Hackathon showcase keyed to a Bangchain cryptocurrency token bearing the name of
8 Plaintiff’s AI project that Plaintiff had not authorized; on information and belief, caused
9 or directed the minting of that token; predicates (h), (m), (z), (aa);
10 (xiii) **NEWERALEARNING.NET OPERATOR** (§5l) — U.S.-facing consumer support
11 infrastructure; processed Plaintiff’s July 8, 2022 \$49.99 Hustlers University subscription;
12 transmitted false “No Refund Policy” communication within two minutes of refund
13 request; received Plaintiff’s April 18, 2024 Orifice AI / Bangchain partnership outreach
14 (advance knowledge of project later misappropriated); coordinated false “SOLD OUT”
15 \$499/month display across both jointherealworld.com and university.com; predicates (n),
16 (o), (p), (i-a); (xiv) **UNIVERSITY.COM OPERATOR** (§5m) — operator of parallel
17 subscription platform with identical pricing architecture to jointherealworld.com;
18 coordinated false-scarcity “SOLD OUT” display; predicates (n), (p); and (xv) **TRISTAN**
19 **TATE** (§5n) — @TateTheTalisman; June 13, 2024 coordinated \$DADDY-token
20 promotion with Andrew Tate (Solana blockchain transaction screenshot; “burn or take the
21 cash and run” public poll); UK forfeiture co-respondent; predicate (z); **Exhibit 59**; and
22 (xvi) **THEWARROOM.AG OPERATOR** (§5o) — terminal paid-membership
23 monetization stage of the cobratate.com/contact → cobratate.com/form → thewarroom.ag
24 funnel; converted funnel-routed participants into paid memberships under public-site
25 terms divergent from the off-Telegram terms actually offered (**Exhibits 65, 66, 68, 74**).
26 The Doe Defendants (§7) include unidentified officers, agents, and instrumentalities of
27 the foregoing entities who participated in or directed the predicate acts; the Roe
28

1 Corporations (§7) include unidentified entities affiliated with or controlled by the
2 foregoing Defendants.

3 85a(a). The agreement among Defendants is plausibly inferred from coordinated
4 conduct that would be economically irrational if performed independently: the
5 simultaneous deployment of the *fundraiser.com* contest page, pitch deck, Main Sponsor
6 designations, subscription-gated funding funnel, Tate-branded trademark infrastructure,
7 contact-routing and lead-capture system, payment-processing structure, and Bangchain
8 token-lock condition. These components operated together to create a coordinated
9 appearance of legitimacy, induce Plaintiff's reliance, monetize participant attention, and
10 exploit Plaintiff's project identity. The conspiracy therefore is not pleaded from parallel
11 conduct alone, but from interdependent acts, shared commercial purpose, coordinated
12 timing, shared branding, and role-specific conduct by each Defendant. *See Bell Atlantic*
13 *Corp. v. Twombly*, 550 U.S. 544 (2007).
14

15 85b. **Element 2 — Unlawful objective(s).** The conspiracy pursued three
16 independent and concurrent unlawful objectives, each sufficient to support liability:
17 **(A) Prize-promotion and wire fraud.** Promotion of a \$1,000,000-plus prize contest
18 while FUNDRAISER.COM OPERATOR controlled a treasury wallet containing less
19 than 1.7% of the advertised prize pool, in violation of 18 U.S.C. §§ 1343, 1962(c) and
20 NRS 598.1305 et seq., NRS 598.0915, NRS 598.0923, and NRS 598.0979 (predicates (a),
21 (e), (f), (h), (q), (r)–(u), (v)–(w), (x), (aa)). **(B) Misappropriation of Plaintiff's**
22 **Bangchain intellectual property.** Unauthorized continuing public display of Plaintiff's
23 Bangchain submission on *fundraiser.com/hackathon* by FUNDRAISER.COM
24 OPERATOR, in conjunction with the **THE REAL WORLD** Main Sponsor designation
25 published at *fundraiser.com/hackathon* (**Exhibit 15**) — attributable to
26 **JOINTHEREALWORLD.COM OPERATOR** as operator of the platform bearing this
27 mark, to **NEW ERA LEARNING LLC** as the entity self-disclosed on
28

1 | jointherealworld.com as “owner and manager,” and to **THRIFTY CONSULTING LLC**
2 | as the entity disclosed in the jointherealworld.com Privacy Policy as a distribution partner
3 | of jointherealworld.com effective January 1, 2025 (**Exhibit 16**) — and with **DEFIED**
4 | **TRUST DIGITAL TRADING - FZCO LLC** as the federally registered owner of the
5 | marks deployed in two of the four Main Sponsor designations (THE REAL WORLD and
6 | TOP G), which on information and belief authorized the deployment of those marks in the
7 | Main Sponsor representations — and the minting of a Bangchain cryptocurrency token
8 | bearing the name of Plaintiff’s AI project without Plaintiff’s authorization (on
9 | information and belief caused or directed by ISSA, in light of Issa’s self-identification as
10 | the developer of \$DADDY and his stated history of “handling a lot of very successful
11 | CTOs”), together with ISSA’s personal transmission of the 25% supply lock-up condition
12 | for placement of that token on the Hackathon showcase (predicate (m)) (predicates (i-a),
13 | (m), (p), (x)). **(C) Crypto pump-and-dump leveraging the enterprise.** Promotion of the
14 | \$DADDY cryptocurrency token by ISSA (self-described developer of \$DADDY in Issa’s
15 | Telegram messages to Bryan Mitchell — sent in immediate response to Tate’s
16 | January 30, 2025 X/Twitter DM representing that the “Head of hackathon” would reach
17 | out (**Exhibit 30**), opening with “andrew told me to text you” (**Exhibit 31**), and including
18 | Issa’s \$DADDY-developer self-identification (**Exhibit 31, p. 4**) — a self-identification
19 | independently corroborated by Defendant Tate’s on-camera admission that “somebody
20 | else created DaddyCoin, and then I decided to work with him” (**Exhibit 56** at 00:08–12))
21 | and TRISTAN TATE (@TateTheTalisman; June 13, 2024 coordinated promotion via
22 | Solana transaction screenshot and public poll, **Exhibit 59**) in conjunction with EMORY
23 | ANDREW TATE III, leveraging the credibility of the Real World subscription platform
24 | (JOINTHEREALWORLD.COM OPERATOR) and the Hackathon
25 | (FUNDRAISER.COM OPERATOR) to induce token purchases. The Tristan Tate
26 | June 13, 2024 coordinated promotion predates the Hackathon launch (January 12, 2025)
27 | but is alleged as part of the same continuing Tate-enterprise pump-and-dump conspiracy
28 |

1 of which the Hackathon was a subsequent operational stage; this conspiracy spans at
2 minimum from the \$DADDY-token operations beginning in 2024 through the
3 Bangchain-token operations following the Hackathon launch in January 2025, and
4 continues to the date of this filing (see ¶48 enterprise-existence and ¶50(a) continuity
5 allegations). The TOP G, THE REAL WORLD, and COBRATATE trademark portfolio
6 held by DEFIED TRUST DIGITAL TRADING - FZCO LLC, and the **fundraiser.com**
7 → **cobratate.com** → **topg.com** navigation chain operated by **FUNDRAISER.COM**
8 **OPERATOR, COBRATATE.COM OPERATOR, and TOPG.COM OPERATOR**
9 — in which (i) TOPG.COM OPERATOR serves as one of the four publicly designated
10 Main Sponsors of the Hackathon (**Exhibit 15**), (ii) COBRATATE.COM OPERATOR
11 operates both Defendant Emory Andrew Tate III’s personal-brand domain and the
12 **cobratate.com/contact** outbound link from **fundraiser.com** that functions as a deceptive
13 marketing email-list collection tool routed through a third-party formspree.io backend
14 (predicate (n); **Exhibits 17, 37, 65, 66**), and (iii) FUNDRAISER.COM OPERATOR
15 provides the originating navigation node — supplied the branding-and-traffic architecture
16 for the token-promotional arc (predicate (z); **Exhibits 58–60**). On information and belief,
17 the Bangchain-named token minted by ISSA (predicate (m)) was part of the same
18 token-issuance pattern, providing a further unlawful means.

19
20 86. **Element 3 — Overt acts in furtherance.** The overt acts in furtherance of
21 the conspiracy include, without limitation: (a) **EMORY ANDREW TATE III’s**
22 January 12, 2025 public sponsorship declaration and January 31, 2025 endorsement of
23 Bangchain (predicates (a), (b)); (b) **NEW ERA LEARNING LLC’s** Main Sponsor
24 designation, false corporate-identity disclosures on the **jointherealworld.com** privacy
25 policy, and authentication integration with **fundraiser.com/apply** (predicates (e), (j), (p));
26 (c) **FUNDRAISER.COM OPERATOR’s** publication of prize representations on the
27 Hackathon page while controlling the G DAO Treasury Wallet holding less than 1.7% of
28

1 | the advertised prize pool, and listing itself as a Main Sponsor (predicates (h), (q), (aa));
2 | (d) **THRIFTY CONSULTING LLC**'s collection of subscription revenue from U.S.
3 | consumers, including Nevada residents, through which Hackathon participants were
4 | required to maintain active Real World accounts when applying for funding via
5 | fundraiser.com (predicates (c), (d)); (e) **THRIFT TECHNOLOGIES LLC**'s receipt of
6 | subscription remittances as 100% beneficial owner of Thrifty (predicates (c), (d));
7 | (f) **ANDREW JOSLIN**'s personal direction of the development and operation of the
8 | payment and subscription infrastructure (predicate (d); ECF No. 25, Ex. 1);
9 | (g) **JOINTHEREALWORLD.COM OPERATOR**'s operation of the primary
10 | consumer-facing subscription portal designated as a Main Sponsor, sharing a Google Tag
11 | Manager container ID with fundraiser.com (predicates (c), (e), (i));
12 | (h) **NEWERALEARNING.NET OPERATOR**'s retention and subsequent
13 | enterprise-wide exploitation of Plaintiff's April 18, 2024 Orifice AI / Bangchain
14 | partnership outreach to *support@neweralearning.net* — an email transmitted from
15 | Plaintiff's *realanthonymitchell@gmail.com* account stating "We are looking for a
16 | strategic partner on this," linking to Plaintiff's *prince_of_fakes* X/Twitter post and
17 | *www.orifice.store*, and identifying the project as "50/50 with my brother" (**Exhibit 44,**
18 | **p. 4**) — constituting advance knowledge of Plaintiff's project that the enterprise acted
19 | upon when the Hackathon launched in January 2025; and **NEWERALEARNING.NET**
20 | **OPERATOR**'s coordinated false "SOLD OUT" \$499/month display across both
21 | *jointherealworld.com* and *university.com* during the Hackathon period (predicates (n),
22 | (p), (i-a)); (i) **UNIVERSITY.COM OPERATOR**'s parallel operation of the identical
23 | false-scarcity pricing architecture (predicates (n), (p)); (j) **ISSA**'s Telegram contact to
24 | Bryan Mitchell within minutes of Tate's DM representing that the "Head of hackathon"
25 | would reach out — opening with "andrew told me to text you" and thereby occupying the
26 | "Head of hackathon" role by Tate's express designation and Issa's ratifying follow-up —
27 | personal transmission of the lock-up-for-placement condition keyed to a Bangchain
28 |

1 | cryptocurrency token bearing the name of Plaintiff’s AI project that Plaintiff had not
2 | authorized (with a 25% allocation locked as a condition of showcase placement; on
3 | information and belief, Issa was the participant who caused or directed the minting of that
4 | token, in light of Issa’s self-identification as the developer of the \$DADDY
5 | cryptocurrency token and his stated history of “handling a lot of very successful CTOs”),
6 | and orchestration of coordinated promotional activity around the Bangchain token
7 | (predicates (h), (m), (z); **Exhibits 30, 31**); (k) **TRISTAN TATE**’s June 13, 2024
8 | coordinated promotion of the \$DADDY token via the @TateTheTalisman X/Twitter
9 | account — including the Solana blockchain transaction screenshot and the “burn or take
10 | the cash and run” public poll (predicate (z); **Exhibit 59**) — an overt act executed by
11 | Tristan Tate using the “Talisman” handle that, on information and belief, identifies him as
12 | the owner-operator of **Talisman Enterprises** (the entity self-identified on cobratate.com
13 | as the operator of that domain, ¶5n) or, in the alternative, as the owner-operator of the
14 | actual entity operating cobratate.com, thereby giving Tristan Tate direct control over
15 | **COBRATATE.COM OPERATOR** (¶5g) — the platform through which the
16 | lead-harvesting funnel (predicate (n)) and the Tate-brand promotional architecture used in
17 | the foregoing \$DADDY promotion (Defied Trust-held COBRATATE mark, ¶5j) were
18 | operated — and integrating this June 13, 2024 overt act into the broader
19 | cobratate.com-enabled infrastructure of the conspiracy; (l) **COBRATATE.COM**
20 | **OPERATOR**’s operation of the fundraiser.com-to-topg.com navigation hub and the
21 | formspree.io-powered contact pipeline harvesting Hackathon participant data without
22 | disclosure of commercial purpose (predicate (f)); (m) **TOPG.COM OPERATOR**’s
23 | display of the TOP G logo as a Main Sponsor on the Hackathon page and operation of a
24 | consumer-payment platform with no disclosed legal entity (Main Sponsor
25 | representations; predicate (f)); (n) **DEFIED TRUST DIGITAL TRADING - FZCO**
26 | **LLC**’s holding of the USPTO trademark registrations for THE REAL WORLD, TOP G,
27 | and COBRATATE that enabled the Main Sponsor trademark representations on the
28 |

1 Hackathon page (predicate (f); ¶5j(i)–(iii)); (o) **LEGENDARY COURSES, INC.’s**
2 designation as a disclosed distribution partner in The Real World’s privacy policy —
3 pleaded in the alternative as either a validly organized distribution-role defendant or a
4 fictitious-entity designation used by presently unknown persons or entities (predicate (e));
5 (o.1) **THEWARROOM.AG OPERATOR’s** operation of the terminal paid-membership
6 monetization stage of the **fundraiser.com** → **cobratate.com/contact** →
7 **cobratate.com/form** → **thewarroom.ag** funnel — converting funnel-routed participants
8 into paid memberships under public-site terms divergent from the off-Telegram terms
9 actually offered, and routing payments offshore (Antigua and Barbuda), thereby capturing
10 the terminal commercial value of participants drawn through the Hackathon-fraud funnel
11 (¶5o; **Exhibits 17, 37, 65, 66, 68, 74**); and (p) the fifteen-month continuation of Solana
12 Foundation branding on *fundraiser.com/hackathon* page 8 after public disavowal, lending
13 false institutional legitimacy to the scheme (predicate (aa)). Each Defendant took at least
14 one overt act in furtherance of the common design.

15
16 87. **Element 4 — Intent / knowledge.** Each Defendant acted with actual or
17 constructive knowledge of the unlawful purpose. Plaintiff’s reliance on the apparent
18 legitimacy of the Hackathon was objectively reasonable precisely because of the
19 conspiracy’s coordinated breadth across the funnel: a celebrity sponsor (EMORY
20 ANDREW TATE III) and his brother as a co-promoter (TRISTAN TATE); a
21 subscription-gated platform (*jointherealworld.com*, operated by
22 JOINTHEREALWORLD.COM OPERATOR, with subscription processing through
23 THRIFTY CONSULTING LLC, upstream remittance to THRIFT TECHNOLOGIES
24 LLC, and personal direction by ANDREW JOSLIN); a funding-application and
25 event-entry platform (*fundraiser.com*, operated by FUNDRAISER.COM OPERATOR,
26 with custom authentication and Main Sponsor designation supplied by NEW ERA
27 LEARNING LLC); a consumer-support hub (NEWERALEARNING.NET OPERATOR)
28

1 that received Plaintiff's Bangchain partnership outreach nine months before the
2 Hackathon launch — giving the enterprise advance knowledge of the very project later
3 misappropriated; a parallel false-scarcity platform (UNIVERSITY.COM OPERATOR);
4 an operational Hackathon administrator and token-issuance actor (ISSA); a Tate-domain
5 navigation hub harvesting participant data (COBRATATE.COM OPERATOR); a Main
6 Sponsor logo platform accepting consumer payments without entity disclosure
7 (TOPG.COM OPERATOR); a UAE FZCO holding the trademark portfolio that enabled
8 the Main Sponsor representations (DEFIED TRUST DIGITAL TRADING - FZCO
9 LLC); a disclosed distribution-partner entity that is at best unregistered (LEGENDARY
10 COURSES, INC.); a dedicated contest website; a pitch deck; a treasury wallet publicly
11 displayed; and continuing Solana Foundation branding. That coordinated appearance of
12 institutional legitimacy was itself the product of the conspiracy. The Defendants'
13 respective roles, financial integration, and contemporaneous communications support the
14 inference—and at the pleading stage establish the plausibility—that each co-conspirator
15 knew or had constructive knowledge of the fraudulent nature of the contest, the prize-pool
16 shortfall, the misappropriation of Bangchain, and the crypto pump-and-dump objective.
17

18 **88. Element 5 — Damages and causation.** As a direct and proximate result of
19 the conspiracy, Plaintiff suffered the damages described elsewhere in this Complaint,
20 including approximately \$30,000 in development labor, third-party hardware and
21 infrastructure costs, loss of prize opportunity as alleged in ¶59(c), opportunity costs,
22 on-information-and-belief the \$49.99 subscription charge referenced at predicate (o)
23 (never refunded), the fair-market value of the continuing unauthorized public display of
24 Bangchain on *fundraiser.com/hackathon*, and the diminution and appropriation of
25 Plaintiff's intellectual-property interests resulting from the crypto-issuance arc. The
26 coordinated appearance of legitimacy was both the instrumentality and the proximate
27 cause of Plaintiff's injury.
28

1 88a. **Joint and several liability.** Each of the sixteen named Defendants
2 identified at ¶5 through ¶50—EMORY ANDREW TATE III, NEW ERA LEARNING
3 LLC, THRIFTY CONSULTING LLC, LEGENDARY COURSES, INC., THRIFT
4 TECHNOLOGIES LLC, ANDREW JOSLIN, FUNDRAISER.COM OPERATOR,
5 COBRATATE.COM OPERATOR, JOINTHEREALWORLD.COM OPERATOR,
6 TOPG.COM OPERATOR, DEFIED TRUST DIGITAL TRADING - FZCO LLC, ISSA,
7 NEWERALEARNING.NET OPERATOR, UNIVERSITY.COM OPERATOR,
8 THEWARROOM.AG OPERATOR, and TRISTAN TATE—together with Doe
9 Defendants 1–10 and Roe Corporations 1–5 identified at ¶7, is jointly and severally liable
10 for all damages caused by any member of the conspiracy in furtherance of the common
11 design, under *Price v. Sinnott*, 85 Nev. 600, 460 P.2d 837 (1969); *Halberstam v. Welch*,
12 705 F.2d 472 (D.C. Cir. 1983); and *In re First Alliance Mortgage Co.*, 471 F.3d 977 (9th
13 Cir. 2006).

1 **EIGHTH CAUSE OF ACTION — Nevada Civil RICO (NRS 207.400; NRS 207.470)**

2 **Violation of NRS 207.400 — Conducting an Enterprise’s Affairs Through a Pattern**
3 **of Racketeering Activity**

4 (*Against All Defendants*)

5 89. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

6
7 90. Nevada’s Racketeering statute prohibits any person, employed by or
8 associated with an enterprise, from conducting or participating in the conduct of the
9 enterprise’s affairs through racketeering activity. NRS 207.400. The statute creates a
10 private right of action: “Any person who is injured in his or her business or property by
11 reason of any violation of NRS 207.400 has a cause of action against a person causing
12 such injury for three times the actual damages sustained,” together with attorneys’ fees
13 and “costs of investigation and litigation reasonably incurred.” NRS 207.470(1). The
14 Nevada civil RICO remedy is independent of, and not exclusive of, any other available
15 remedy. *Id.* The elements are: (1) a “person” (NRS 207.355); (2) employed by or
16 associated with an “enterprise” (NRS 207.380); (3) engaged in a “pattern of racketeering
17 activity” (NRS 207.390), meaning at least two “crimes related to racketeering” listed in
18 NRS 207.360 that have the same or similar pattern, intents, results, accomplices, victims,
19 or methods of commission, or are otherwise interrelated by distinguishing characteristics,
20 are not isolated incidents, and occur within five years of one another; and (4) which
21 proximately caused Plaintiff injury “in his business, person or property.” *Allum v. Valley*
22 *Bank of Nevada*, 114 Nev. 1313, 970 P.2d 1062 (1998); *Hale v. Burkhardt*, 104 Nev. 632,
23 764 P.2d 866 (1988); *Siragusa v. Brown*, 114 Nev. 1384, 971 P.2d 801 (1998). A prior
24 conviction of any predicate crime is not required. *Hale*, 104 Nev. at 635. Plaintiff need
25 not allege an injury separate and distinct from the harm caused by the predicate acts
26 themselves. *Id.* at 636. The predicates are pleaded with criminal-indictment particularity.
27 *Id.* at 636–37.
28

1 90a. **Element 1 — ‘Persons’ associated with an enterprise.** Each of the fifteen
2 named Defendants identified at ¶5 through ¶5o is a “person” within the meaning of
3 NRS 207.355, and each is employed by or associated with the association-in-fact
4 enterprise pleaded at ¶48. The enterprise — “any union, association or other group of
5 persons associated in fact” within NRS 207.380 — is identical to the enterprise alleged in
6 Cause 1 and consists of the coordinated network of commercial platforms
7 (fundraiser.com, jointherealworld.com, university.com, cobratate.com, topg.com,
8 neweralearning.net, thewarroom.ag), payment-and-subscription infrastructure (Thrifty
9 Consulting LLC, Thrift Technologies LLC, and Andrew Joslin’s personal direction),
10 trademark-holding structure (Defied Trust Digital Trading - FZCO LLC), personal-brand
11 promoters (Andrew Tate, Tristan Tate, Issa), and corporate-disclosure vehicles (New Era
12 Learning LLC; Legendary Courses, Inc., pleaded in the alternative) as set forth in ¶48 and
13 ¶¶5–5n.

14
15 90b. **Element 2 — ‘Crimes related to racketeering’ under NRS 207.360.** The
16 pattern alleged comprises predicates that fall within the enumerated NRS 207.360 list.
17 Two principal Nevada predicates apply, each pleaded with multiple discrete counts. The
18 same factual conduct that supports the federal wire-fraud predicate-acts catalog at
19 ¶49(a)–(aa) supports the Nevada predicates pleaded below, recharacterized under the
20 Nevada predicate framework.

21 90c. **Specific Nevada predicates pleaded. Predicate A — NRS 207.360(28)**
22 **(Obtaining money or property valued at \$650 or more, or obtaining a signature, by**
23 **means of false pretenses).** Defendants, by knowingly false representations of material
24 fact, obtained from Plaintiff and from third parties items of value exceeding \$650:
25 (a) from *Plaintiff*, approximately \$30,000 worth of skilled AI development labor and the
26 Bangchain intellectual-property submission, obtained by false representations of the
27 prize-pool funding, judging process, sponsor commitments, and contact infrastructure on
28

1 fundraiser.com/hackathon (§§49(a)–(b), (e), (h), (q), (aa); §51) — Plaintiff’s labor and
2 intellectual property are “other valuable thing[s]” within the meaning of NRS 205.380
3 and the conduct described in NRS 207.360(28); (b) from *Plaintiff*, on July 8, 2022, \$49.99
4 charged through Stripe under the “New Era – HU Membership” subscription, induced by
5 materially false YouTube promotional representations transmitted by Defendant Emory
6 Andrew Tate III and accepted/enforced by NEWERALEARNING.NET OPERATOR’s
7 immediate “No Refund Policy” reply (§49(o); Exhibit 44); (c) from *lending-arm*
8 *applicants and Hackathon-adjacent traffic*, \$99/month Real World subscription fees,
9 induced by false “\$1,000,000+ in Venture Capital Funding” representations on
10 fundraiser.com/apply (§§49(c)–(d), (i), (i-a), (j)); collected by Thrifty Consulting LLC;
11 remitted upstream to Thrift Technologies LLC; under the personal direction of Andrew
12 Joslin (ECF No. 25, Ex. 1); (d) from *subscribers and prospective subscribers*, \$99/month
13 subscriptions induced by the false “SOLD OUT” \$499/month “Vanguard” tier displayed
14 across jointherealworld.com and university.com — a coordinated false-scarcity and
15 false-anchoring representation that NEWERALEARNING.NET OPERATOR holds out
16 university.com and jointherealworld.com as “our platforms” (§49(p); Exhibits 45, 46);
17 and (e) from *Plaintiff, continuing*, the fair-market value of the unauthorized public display
18 of the Bangchain submission on fundraiser.com/hackathon — more than fifteen months
19 after the elapsed submission deadline, Defendants continue to obtain Plaintiff’s
20 intellectual-property value by false pretense each day the showcase remains live, each
21 continuing day constituting a discrete NRS 207.360(28) act. **Predicate B —**
22 **NRS 207.360(32) (Violation of NRS 90.570 — Nevada Securities Act anti-fraud).**
23 Defendants engaged in conduct constituting fraud in connection with the offer, sale, or
24 purchase of a security: (f) *Bangchain-named cryptocurrency token issuance*. A
25 cryptocurrency token bearing the name of Plaintiff’s AI project (“Bangchain”) was
26 minted without Plaintiff’s authorization; on information and belief, Defendant Issa caused
27 or directed the minting of that token, and Issa personally conditioned its placement on the
28

1 fundraiser.com/hackathon showcase on Bryan Mitchell’s locking up of a 25% supply
2 allocation (§22; §49(m); Exhibit 31). The unauthorized name-association and lock-up
3 condition constitute a “device, scheme, or artifice to defraud,” “untrue statement of
4 material fact,” and “course of business that operates as a fraud or deceit” under
5 NRS 90.570; (g) *\$DADDY token coordinated promotion*. On June 13, 2024, Defendant
6 Tristan Tate transmitted via the @TateTheTalisman account two coordinated
7 \$DADDY-token promotional posts: a Solana-blockchain transaction screenshot and a
8 “burn or take the cash and run” public poll (§49(z); Exhibit 59). Defendant Issa and
9 Defendant Emory Andrew Tate III amplified the campaign. The conduct fits each of
10 NRS 90.570’s three prongs; and (h) *Coordinated price manipulation and exit*. Following
11 the promotional transmissions, large-holder coordinated sell-off drove the \$DADDY
12 price down, while Bryan Mitchell’s locked 25% Blockchain allocation remained unable to
13 sell (§22). Defendant Tate’s own-words admission of methodology — “I’m gonna pump a
14 coin up, make 10M, peel it off” (§2a; Exhibit 57) — supplies direct scienter as to the same
15 pattern. These two Nevada predicates (NRS 207.360(28) and NRS 207.360(32)), with the
16 multiple counts identified above, satisfy NRS 207.390’s “at least two crimes related to
17 racketeering” requirement.

18
19 **90d. Element 3 — Pattern (NRS 207.390).** The predicates above satisfy each
20 statutory pattern factor: (i) *same or similar pattern* — false-pretense extraction operated
21 through an integrated network of platforms; (ii) *same intents* — to defraud aspiring AI
22 builders and lending-arm applicants and to extract their labor, intellectual property,
23 money, and token value; (iii) *same results* — extraction of labor, intellectual property,
24 subscriptions, and token-trading proceeds; (iv) *same accomplices* — the sixteen named
25 Defendants operating coordinated commercial platforms; (v) *overlapping victims* —
26 Plaintiff and the population of Hackathon participants channeled into the /apply
27 lending-arm pipeline; and (vi) *same methods* — wire-based false representations across
28

1 the coordinated platform network. The predicates are not isolated incidents: they span at
2 least July 8, 2022 through February 2026 — comfortably within NRS 207.390’s five-year
3 window — and continue to occur. *Siragusa v. Brown*, 114 Nev. 1384, 1392–93, 971 P.2d
4 801 (1998). The continuity-plus-relationship analysis pleaded at ¶50 (applied to the
5 federal RICO predicates) applies equally to the Nevada predicates here.

6 90e. **Element 4 — Injury ‘in business, person or property by reason of’ the**
7 **racketeering activity (NRS 207.470).** Plaintiff suffered the concrete
8 business-and-property injuries cataloged at ¶51: approximately \$30,000 in development
9 labor; direct out-of-pocket costs (server infrastructure, video hosting, robotics hardware);
10 the loss of the opportunity to compete for the represented over-\$1,000,000 prize pool
11 (including a \$500,000 Grand Prize and 49 additional advertised prizes); the unauthorized
12 commercial exploitation of his Bangchain intellectual property as the lead showcase entry
13 for more than fifteen months; the unauthorized appropriation of his project’s name and
14 identity into the Bangchain-named cryptocurrency token; the \$49.99 charge of July 8,
15 2022 (predicate (o)); and opportunity costs from labor, capital, and attention diverted
16 during the contest window. Each of these injuries is *directly* caused by the predicates
17 pleaded above — Plaintiff is a direct § 207.360(28) victim (his intellectual property and
18 labor were the “other valuable thing[s]” obtained by false pretense) and a direct
19 § 207.360(32) victim (his project’s name was appropriated into the unauthorized token
20 scheme). Plaintiff did not participate in any predicate act. *Allum v. Valley Bank of*
21 *Nevada*, 114 Nev. 1313, 1330, 970 P.2d 1062 (1998).

22 90f. Plaintiff’s Nevada civil RICO injury flows directly from the Nevada
23 predicates pleaded in this Cause of Action. Defendants obtained Plaintiff’s labor, project
24 materials, project identity, personal data, and commercial opportunity through false
25 pretenses and deceptive electronic communications directed to Plaintiff in Nevada;
26 appropriated Plaintiff’s Bangchain project identity into unauthorized token activity
27
28

1 | pleaded under NRS 90.570 and NRS 207.360; and used the coordinated enterprise to
2 | convert those benefits into platform legitimacy, subscription monetization, lead
3 | generation, and crypto-promotional value. These injuries are **not derivative of injury to**
4 | **any third party and do not depend on market-wide harm, investor losses, or**
5 | **generalized consumer injury.** Plaintiff was the direct Nevada victim of the predicate
6 | acts. *Holmes v. SIPC*, 503 U.S. 258, 268 (1992) (direct-victim standing requirement);
7 | *Allum v. Valley Bank of Nevada*, 114 Nev. 1313, 970 P.2d 1062 (1998).

8 |
9 | 91. By reason of the foregoing, Plaintiff is entitled, under NRS 207.470(1), to
10 | **three times the actual damages sustained, reasonable attorneys' fees in the trial and**
11 | **appellate courts, and costs of investigation and litigation reasonably incurred.**
12 | Plaintiff demands a trial by jury under NRS 207.470. The Nevada civil RICO remedy is
13 | not exclusive of, and may be sought in addition to, the remedies sought in Causes 1–7.
14 | Plaintiff also reserves any claim to forfeited property or proceeds under NRS 207.470 and
15 | equitable relief under NRS 207.480.

16 | 91a. **Joint and several liability.** Each of the sixteen named Defendants
17 | identified at ¶5 through ¶5n—EMORY ANDREW TATE III, NEW ERA LEARNING
18 | LLC, THRIFTY CONSULTING LLC, LEGENDARY COURSES, INC., THRIFT
19 | TECHNOLOGIES LLC, ANDREW JOSLIN, FUNDRAISER.COM OPERATOR,
20 | COBRATATE.COM OPERATOR, JOINTHEREALWORLD.COM OPERATOR,
21 | TOPG.COM OPERATOR, DEFIED TRUST DIGITAL TRADING - FZCO LLC, ISSA,
22 | NEWERALEARNING.NET OPERATOR, UNIVERSITY.COM OPERATOR,
23 | THEWARROOM.AG OPERATOR, and TRISTAN TATE—together with Doe
24 | Defendants 1–10 and Roe Corporations 1–5 identified at ¶7, is jointly and severally liable
25 | to Plaintiff under NRS 207.400 and NRS 207.470 for the racketeering activity pleaded in
26 | this Cause of Action.
27 |
28 |

1 **NINTH CAUSE OF ACTION — Conversion**

2 **Conversion**

3 *(Against All Defendants)*

4 92. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

5
6 93. Under Nevada law, the elements of conversion are: (1) a distinct act of
7 dominion wrongfully exerted; (2) over the personal property of another; and (3) in denial
8 of, or inconsistent with, the owner’s title or rights therein. *Bader v. Cerri*, 96 Nev. 352,
9 609 P.2d 314 (1980); *M.C. Multi-Family Dev. v. Crestdale Assocs.*, 124 Nev. 901, 193
10 P.3d 536 (2008); Restatement (Second) of Torts § 222A (conversion). Nevada recognizes
11 conversion of identifiable intangible property where the conduct denies the owner’s title.
12 *Evans v. Dean Witter Reynolds*, 116 Nev. 598, 608–09, 5 P.3d 1043 (2000).

13 93a. **Element 1 — Plaintiff’s property.** Plaintiff held protectible property
14 rights in: (a) the **Bangchain project submission** (submission-form data,
15 live-demonstration video, project description, and supporting materials) submitted to
16 fundraiser.com/hackathon under an express warranty of 100% Plaintiff ownership (¶51;
17 Exhibit 24); and (b) the **Bangchain project name and identity** developed by Plaintiff
18 and reasonably identified with Plaintiff’s AI project.

19
20 93b. **Element 2 — Distinct acts of wrongful dominion.** Defendants exercised
21 wrongful dominion over Plaintiff’s property in three distinct acts: (a) *Unauthorized token*
22 *minting*. A cryptocurrency token bearing the name “Bangchain” was minted without
23 Plaintiff’s authorization; on information and belief, Defendant ISSA caused or directed
24 the minting of that token, and Issa personally conditioned showcase placement on Bryan
25 Mitchell’s locking up 25% of the token supply (¶22; ¶49(m); Exhibit 31). The
26 unauthorized appropriation of Plaintiff’s project name and identity into the token
27 constitutes conversion of identifiable intangible property under Nevada law.
28

1 (b) *Continuing unauthorized public display.* FUNDRAISER.COM OPERATOR has
2 maintained Plaintiff's Bangchain submission on the public showcase page at
3 fundraiser.com/hackathon for more than fifteen months after the elapsed submission
4 deadline, exercising continuing dominion over the submitted intellectual property for
5 Defendants' commercial benefit (¶49(x); Exhibit 25). (c) *Downstream commercial*
6 *exploitation.* NEW ERA LEARNING LLC, FUNDRAISER.COM OPERATOR, and
7 COBRATATE.COM OPERATOR have monetized Plaintiff's submission as enterprise
8 content used to recruit additional subscribers and lending-arm applicants (¶51).

9
10 93c. **Element 3 — Denial of, or inconsistency with, Plaintiff's rights.** Each
11 act above is fundamentally inconsistent with Plaintiff's 100% ownership warranted on the
12 submission form (Exhibit 24). Plaintiff did not consent to: (i) the issuance of any
13 cryptocurrency token bearing his project name or identity; (ii) any continuing public
14 display beyond the represented contest-judging window; or (iii) any commercial use of
15 the submission beyond the represented Hackathon-judging purpose.

16 93d. **Knowledge, intent, and scienter.** Defendant Emory Andrew Tate III's
17 own-words admission of the pump-and-dump methodology (¶2a; Exhibit 57), and
18 Defendant ISSA's express disclosure to Bryan Mitchell of the lock-up condition
19 (Exhibit 31), establish that the conversion was knowing, intentional, and undertaken for
20 Defendants' commercial gain — conduct that is oppressive, fraudulent, and malicious
21 within the meaning of NRS 42.005, supporting an award of punitive damages against the
22 Defendants who directed or participated in this course of conduct.

23
24 93e. The conversion liability alleged in this Cause of Action is pleaded in two
25 doctrinally distinct tiers. **Direct converters** — defendants who personally exercised
26 dominion over Plaintiff's identifiable project materials, project name, and project identity
27 without consent: **Defendant ISSA** (unauthorized minting of the Bangchain-named
28 cryptocurrency token; lock-up-for-showcase-placement condition; ¶93b(a));

1 **FUNDRAISER.COM OPERATOR** (continuing unauthorized public display of the
2 Bangchain submission on the Hackathon showcase page; ¶93b(b)); **Defendant Emory**
3 **Andrew Tate III** (direction and promotional pump-methodology characterization of the
4 converted submission; ¶93d; predicate (f)); **NEW ERA LEARNING LLC,**
5 **COBRATATE.COM OPERATOR,** and **JOINTHEREALWORLD.COM**
6 **OPERATOR** (downstream commercial monetization of the converted submission as
7 enterprise content; ¶93b(c)). **Aiders, abettors, ratifiers, and commercial beneficiaries**
8 — defendants who did not personally exercise dominion but knowingly participated in
9 the enterprise infrastructure through which Plaintiff’s property was appropriated,
10 displayed, promoted, monetized, and retained: **TOPG.COM OPERATOR** (Main
11 Sponsor brand-authorization framework); **DEFIED TRUST DIGITAL TRADING -**
12 **FZCO LLC** (trademark portfolio authorizing the Main Sponsor designations under which
13 the converted submission was monetized; ¶5j(i)–(iii)); **Defendant Tristan Tate**
14 (coordinated \$DADDY-token promotional activity through the *@TateTheTalisman*
15 handle scaffolding the broader token-issuance pattern; ¶5n; on information and belief,
16 Tristan Tate is the owner-operator of Talisman Enterprises — the entity self-identified on
17 cobratate.com as the operator of that domain — or in the alternative is the owner-operator
18 of the actual entity operating cobratate.com, giving Tristan Tate control over
19 COBRATATE.COM OPERATOR and the cobratate.com-enabled infrastructure through
20 which the converted Bangchain submission was promotionally exploited); **Thrifty**
21 **Consulting LLC, Thrift Technologies LLC, and Andrew Joslin** (subscription-payment
22 infrastructure converting Hackathon-driven traffic into recurring revenue from the
23 conversion-enabled enterprise legitimacy); **NEWERALEARNING.NET OPERATOR**
24 (consumer-support infrastructure); **UNIVERSITY.COM OPERATOR** (parallel
25 subscription platform; ¶5m); **THEWARROOM.AG OPERATOR** (terminal
26 paid-membership monetization stage of the conversion-driven funnel; ¶5o); **Legendary**
27 **Courses, Inc.** (alternative-controller framing under Fed. R. Civ. P. 8(d)(2); ¶48(a) layer
28

1 4); and Doe Defendants 1–10 and Roe Corporations 1–5. *See Halberstam v. Welch*, 705
2 F.2d 472 (D.C. Cir. 1983); *In re First Alliance Mortgage Co.*, 471 F.3d 977 (9th Cir.
3 2006).

4 94. **Joint and several liability and remedies.** Each of the sixteen named
5 Defendants identified at ¶5 through ¶50—EMORY ANDREW TATE III, NEW ERA
6 LEARNING LLC, THRIFTY CONSULTING LLC, LEGENDARY COURSES, INC.,
7 THRIFT TECHNOLOGIES LLC, ANDREW JOSLIN, FUNDRAISER.COM
8 OPERATOR, COBRATATE.COM OPERATOR, JOINTHEREALWORLD.COM
9 OPERATOR, TOPG.COM OPERATOR, DEFIED TRUST DIGITAL TRADING -
10 FZCO LLC, ISSA, NEWERALEARNING.NET OPERATOR, UNIVERSITY.COM
11 OPERATOR, THEWARROOM.AG OPERATOR, and TRISTAN TATE—together with
12 Doe Defendants 1–10 and Roe Corporations 1–5 identified at ¶7, is jointly and severally
13 liable to Plaintiff for the conversion pleaded in this Cause of Action, whether through
14 direct conversion or aiding-and-abetting liability. Plaintiff is entitled to compensatory
15 damages measured by the fair-market value of the converted property, **punitive damages**
16 **under NRS 42.005**, restitution and disgorgement of any commercial gain Defendants
17 obtained from the conversion, and mandatory injunctive relief requiring takedown of the
18 Bangchain showcase page and cessation of any continuing commercial use.
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1 **TENTH CAUSE OF ACTION — Tortious Interference with Prospective Economic**
2 **Advantage**

3 **Tortious Interference with Prospective Economic Advantage**

4 (*Against All Defendants*)

5 95. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

6
7 96. Under Nevada law, the elements of tortious interference with prospective
8 economic advantage are: (1) a prospective contractual relationship between plaintiff and a
9 third party; (2) defendant's knowledge of the prospective relationship; (3) intent to harm
10 plaintiff by preventing the relationship; (4) absence of privilege or justification by the
11 defendant; and (5) actual harm to the plaintiff resulting from defendant's conduct. *Las*
12 *Vegas - Tonopah - Reno Stage Line v. Gray Line Tours*, 106 Nev. 283, 792 P.2d 386
13 (1990); *In re Amerco Derivative Litig.*, 127 Nev. 196, 252 P.3d 681 (2011); *Wichinsky v.*
14 *Mosa*, 109 Nev. 84, 847 P.2d 727 (1993); Restatement (Second) of Torts § 766B
15 (intentional interference with prospective contractual relation).

16 96a. **Element 1 — Prospective relationships.** Defendants' pitch deck,
17 Hackathon FAQ, and promotional representations promised winning participants a
18 defined set of post-Hackathon prospective economic relationships: (a) **venture-capital**
19 **funding** (advertised "\$1,000,000+ in total prizes" and "up to \$1,000,000 in Venture
20 Capital Funding"); (b) **mentorship and industry connections** with "successful founders"
21 (Exhibit 9); (c) a **launchpad for AI startups** with private seed-funding opportunities,
22 high-value industry connections, and post-Hackathon network access (Exhibit 14); and
23 (d) **one-on-one mentorship sessions, Telegram access to industry leaders, and weekly**
24 **AMAs** with successful founders (Exhibit 9). Each represents a defined set of prospective
25 contractual and economic relationships into which Plaintiff would have entered upon
26 legitimate Hackathon participation.
27
28

1 96a(i). Plaintiff also had independent prospective economic relationships
2 separate from the Hackathon’s promised post-contest opportunities. Before Defendants
3 appropriated the Bangchain project identity into the unauthorized cryptocurrency-token
4 activity alleged herein, Plaintiff and the underlying Orifice AI / Bangchain project had
5 received multiple investment, partnership, and strategic-development inquiries relating to
6 the project’s robotics and artificial-intelligence technology, including the ten specific
7 prospective counterparties identified at ¶24. These preexisting inquiries and discussions
8 establish a reasonable probability of future economic relationships independent of
9 Defendants’ advertised Hackathon benefits, and the cessation of those inquiries following
10 Defendants’ unauthorized token deployment is particularized at ¶25.

11 96b. **Element 2 — Defendants’ knowledge.** Defendants made the
12 representations themselves and therefore had actual knowledge of the prospective
13 relationships represented to participants. Defendants further had advance knowledge of
14 Plaintiff’s specific Bangchain project (then identified as “Orifice AI”) through Plaintiff’s
15 April 18, 2024 outreach to NEWERALEARNING.NET OPERATOR proposing a
16 strategic partnership, transmitted nine months before the Hackathon launched
17 (**Exhibit 44, p. 4**). In that outreach Plaintiff transmitted a link to his X/Twitter post
18 showcasing the Orifice AI / Bangchain project — a post that, as of the date of this filing,
19 has received approximately **25.8 million views** — thereby placing in Defendants’ hands
20 the specific viral consumer-attention indicator that, on information and belief, identified
21 Plaintiff’s project to NEWERALEARNING.NET OPERATOR (which, on information
22 and belief, is managed by Defendants Emory Andrew Tate III and Tristan Tate as part of
23 the integrated enterprise pleaded at ¶48 and the ultimate-beneficiaries allegation at
24 ¶68(b)) as a high-visibility target for the unauthorized name-appropriation and
25 coordinated pump-and-dump activity subsequently executed against the Bangchain
26 project (predicates (m), (f), (q), (z), (aa)).
27
28

1 96c. **Element 3 — Intent to harm by preventing the relationships.**
2 Defendants intentionally prevented Plaintiff’s contemplated prospective relationships by:
3 (i) never conducting any judging process and never awarding any prize, despite the
4 elapsed submission deadline and continuing public display of the Hackathon page;
5 (ii) never delivering the promised mentorship sessions, industry connections, or
6 venture-capital introductions; (iii) appropriating Plaintiff’s intellectual property into an
7 unauthorized cryptocurrency token rather than connecting Plaintiff with legitimate
8 funding sources; and (iv) using the Hackathon as bait to channel Plaintiff and similarly
9 situated aspiring AI builders into the lending-arm subscription pipeline at */apply* rather
10 than as a genuine launchpad. Defendant Tate’s own-words admission of the scheme’s
11 methodology (¶2a; Exhibit 57) confirms the intentionality.

12 96d. **Element 4 — No privilege or justification.** Defendants had no legitimate
13 business privilege or justification for the interference. The Hackathon’s advertised
14 purpose was precisely the prospective relationships themselves; Defendants’
15 simultaneous extraction of Plaintiff’s labor, intellectual property, and third-party
16 subscription fees, while never delivering any of the represented relationships, is the
17 antithesis of legitimate competition or fair business practice.

18 96e. **Element 5 — Actual harm.** Plaintiff suffered concrete economic harm
19 from the interference: loss of the advertised venture-capital funding opportunity; loss of
20 the promised mentorship relationships; loss of the represented industry connections; loss
21 of post-Hackathon network access; loss of the opportunity to develop and monetize
22 Bangchain commercially through legitimate channels (rather than having its name
23 appropriated into a pump-and-dump cryptocurrency token); and opportunity costs from
24 labor, capital, and attention diverted during the contest window. The conduct supporting
25 this Cause of Action is oppressive, fraudulent, and malicious within the meaning of
26 NRS 42.005, supporting an award of punitive damages.
27
28

1 Plaintiff's investment in developing and submitting Bangchain, including the market
2 value of 200 hours of skilled AI development labor, plus lost commercial opportunity
3 during the waiting period following the January 31, 2025 Bangchain endorsement, in
4 amounts to be proven at trial;

5 **C. Against All Defendants, Jointly and Severally — Restitution and Disgorgement**

6 **(Cause 4, Unjust Enrichment):** (i) restitution of all subscription fees paid by Plaintiff,
7 including the \$49.99 paid to the New Era Learning LLC / Hustlers University platform on
8 July 8, 2022 (¶68(a)(ii); **Exhibit 44**); and (ii) disgorgement of all subscription revenue
9 attributable to Hackathon-induced subscriptions collected across the enterprise's
10 subscription-monetization chain — including all amounts collected through Thrifty
11 Consulting LLC's payment platform and remitted upstream to Thrift Technologies LLC
12 (as 100% beneficial owner) and Andrew Joslin (as sole Governor of Thrift Technologies
13 LLC) (ECF Nos. 25 Ex. 1, 27), as well as subscription revenue captured by
14 JOINTHEREALWORLD.COM OPERATOR, UNIVERSITY.COM OPERATOR,
15 NEWERALEARNING.NET OPERATOR, THEWARROOM.AG OPERATOR, NEW
16 ERA LEARNING LLC, and LEGENDARY COURSES, INC. through the subscription
17 portals and support infrastructure they respectively operate, and the share of those
18 proceeds ultimately retained by Defendants Emory Andrew Tate III and Tristan Tate as
19 apex beneficial owners per the ultimate-beneficiaries allegation at ¶68(b), and by
20 DEFIED TRUST DIGITAL TRADING - FZCO LLC, COBRATATE.COM
21 OPERATOR, TOPG.COM OPERATOR, FUNDRAISER.COM OPERATOR, and ISSA
22 through their respective participations in the integrated enterprise pleaded at ¶48 that
23 induced and channeled those subscriptions;

24 **D. Against All Defendants, Jointly and Severally — Unjust Enrichment**

25 **Disgorgement (Cause 4):** the commercial value of more than fifteen months of
26 unauthorized public display and promotional use of Plaintiff's Bangchain submission on
27 *fundraiser.com/hackathon*, the value of all submissions received and retained by
28 Defendants without payment of prizes, and the fair-market value of any downstream
commercial exploitation. The disgorgement is sought against each Defendant on the
ultimate-beneficiaries theory pleaded at ¶68(b) (Defendants Emory Andrew Tate III and
Tristan Tate as apex beneficial owners of value channeled through every entity
Defendant) and on the integrated-enterprise theory pleaded at ¶48 — including the
unauthorized-display benefit captured by FUNDRAISER.COM OPERATOR (the
Hackathon-page publisher), the brand-credibility benefit captured by NEW ERA
LEARNING LLC, JOINTHEREALWORLD.COM OPERATOR, UNIVERSITY.COM

1 OPERATOR, NEWERALEARNING.NET OPERATOR, THRIFTY CONSULTING
2 LLC, THRIFT TECHNOLOGIES LLC, ANDREW JOSLIN, LEGENDARY COURSES,
3 INC., COBRATATE.COM OPERATOR, TOPG.COM OPERATOR, DEFIED TRUST
4 DIGITAL TRADING - FZCO LLC, THEWARROOM.AG OPERATOR, ISSA, and the
5 Tate brothers, and the downstream commercial exploitation of Plaintiff's submission and
6 project identity captured by every Defendant participating in the integrated enterprise;

6 **E. Against All Defendants, Jointly and Severally — Disgorgement of
7 Crypto-Scheme Proceeds and Constructive Trust (Cause 4 ¶68 / Cause 7):**

7 disgorgement of all proceeds extracted during the coordinated Bangchain
8 pump-and-dump operation and the broader \$DADDY-and-related token-issuance arc; the
9 fair-market value of the unauthorized commercial use of Plaintiff's intellectual property
10 in the token-issuance and promotion arc; the imposition of a constructive trust over
11 identifiable proceeds in any wallets, accounts, or instrumentalities controlled by any
12 Defendant; and equitable tracing of identifiable proceeds, in amounts to be proven at trial
13 following discovery and on-chain analysis. The disgorgement and constructive trust are
14 sought against each Defendant on the ultimate-beneficiaries theory pleaded at ¶68(b)
15 (Defendants Emory Andrew Tate III and Tristan Tate as apex beneficial owners of value
16 channeled through every entity Defendant) and on the credibility-leverage theory pleaded
17 at ¶85b(C) (the crypto-scheme proceeds were extracted using the subscription-platform
18 credibility provided by JOINTHEREALWORLD.COM OPERATOR,
19 UNIVERSITY.COM OPERATOR, NEWERALEARNING.NET OPERATOR, and
20 THEWARROOM.AG OPERATOR, the Hackathon credibility provided by
21 FUNDRAISER.COM OPERATOR, the federally registered trademark portfolio held by
22 DEFIED TRUST DIGITAL TRADING - FZCO LLC, and the personal-brand and
23 operational infrastructure provided by COBRATATE.COM OPERATOR, TOPG.COM
24 OPERATOR, EMORY ANDREW TATE III, TRISTAN TATE, ISSA, NEW ERA
25 LEARNING LLC, THRIFTY CONSULTING LLC, LEGENDARY COURSES, INC.,
26 THRIFT TECHNOLOGIES LLC, and ANDREW JOSLIN);

23 **F. Against All Defendants — Equitable Accounting (Causes 3, 4, 5, 6, and 7):** a
24 court-ordered equitable accounting of (i) all subscription revenue collected through the
25 *jointherealworld.com* and *fundraiser.com/apply* funnel; (ii) all token issuance, trading,
26 and insider-liquidation activity associated with the Bangchain-related cryptocurrency
27 scheme alleged at ¶22 and Cause 4 ¶68; and (iii) all revenue derived from the continuing
28 display, promotion, or commercial exploitation of Plaintiff's Bangchain submission;

1 **G. Against All Defendants, Jointly and Severally — Prize-Opportunity Damages**
2 **(per ¶59(c)):** for the loss of the promised opportunity to compete in a legitimate judging
3 process for a contest advertising a \$500,000 grand prize and over \$1,000,000 in total
4 prizes, and in the alternative for the loss of a substantial opportunity to compete for the
5 advertised prize awards, Plaintiff’s submission being one of only two non-placeholder
6 submissions publicly displayed by Defendants;

7 **H. Under NRS 598.0963 and NRS 598.0979 — Against All Defendants (Cause 6):**
8 actual damages, treble damages where authorized by Nevada law, statutory damages,
9 court costs, and other recoverable costs (attorneys’ fees to be sought should counsel enter
10 an appearance on Plaintiff’s behalf). NRS 598.0979 extends personal liability to the
11 officers, directors, and managing agents who directed or knowingly participated in the
12 deceptive trade practices, including EMORY ANDREW TATE III, TRISTAN TATE,
13 ISSA, and ANDREW JOSLIN;

14 **I. Against All Defendants — Punitive Damages under NRS 42.005 (Causes 5, 7, 9,**
15 **and 10):** punitive damages against each Defendant — EMORY ANDREW TATE III,
16 TRISTAN TATE, ISSA, ANDREW JOSLIN, NEW ERA LEARNING LLC, THRIFTY
17 CONSULTING LLC, THRIFT TECHNOLOGIES LLC, LEGENDARY COURSES,
18 INC., FUNDRAISER.COM OPERATOR, COBRATATE.COM OPERATOR,
19 JOINTHEREALWORLD.COM OPERATOR, TOPG.COM OPERATOR,
20 NEWERALEARNING.NET OPERATOR, UNIVERSITY.COM OPERATOR,
21 THEWARROOM.AG OPERATOR, and DEFIED TRUST DIGITAL TRADING -
22 FZCO LLC, together with Doe Defendants 1–10 and Roe Corporations 1–5 — based on
23 their intentional, oppressive, fraudulent, and malicious conduct within the meaning of
24 NRS 42.005, in such amount as the trier of fact determines, or such greater amount as the
25 Court determines under the exceptions to the NRS 42.005(2) cap;

26 **J. Against All Defendants — Mandatory Injunctive Relief (Cause 6 ¶83 / Cause 1**
27 **¶52):** an order requiring Defendants, within ten (10) days, to remove Plaintiff’s
28 Bangchain submission from *fundraiser.com/hackathon* and from any related showcase
page, social-media post, pitch deck (including *deck.fundraiser.com/aideck*), marketing
material, token promotional material, cached or mirrored copy, or affiliated platform
controlled by Defendants, and to publish on each such page or material a corrective notice
disclosing the unfunded status of the advertised prize pool, the absence of an independent
judging panel, and the unauthorized status of the continuing display;

K. Against All Defendants — Prohibitory Injunctive Relief: an order permanently
restraining Defendants from (i) any future unauthorized use of Plaintiff’s Bangchain

1 intellectual property and (ii) any future false sponsorship, prize-pool, or judging-panel
2 representations in connection with any prize promotion within the meaning of
3 NRS 598.1305 et seq.; Plaintiff's right to seek a preliminary injunction or temporary
4 restraining order during the pendency of this litigation is expressly reserved;

5 **L. Against All Defendants — Declaratory Relief:** a declaration that (i) Plaintiff's
6 submission of the Bangchain project to the Hackathon did not transfer any
7 intellectual-property rights to Defendants; (ii) Defendants' continuing display and
8 promotional use of the Bangchain submission is unauthorized; and (iii) Defendants'
9 representations of sponsorship, prize-pool funding, and judging-panel composition were
10 false;

11 **M. Under 18 U.S.C. § 1964(a), NRS 207.480, NRS 41.600, and NRS 598.0997 —**
12 **Targeted Equitable Restrictions, Preservation Measures, and Operational**
13 **Injunctive Relief (Causes 1, 6, 8):** an order requiring Defendants to (i) take down,
14 disable, or remove all Hackathon, prize-promotion, lending-arm "venture funding,"
15 contest-administration, and crypto-token promotional content, including false or
16 misleading sponsor representations, venture-funding representations, judging-process
17 representations, misleading affiliation representations, lead-capture funnels associated
18 with the alleged enterprise, unauthorized use of Plaintiff's Bangchain project identity,
19 derivative token-promotional activity associated with Plaintiff's project, and any
20 substantially similar representations or commercial mechanisms materially related to the
21 conduct alleged herein, from each of the following enterprise domains and their
22 subdomains: *fundraiser.com* (including *fundraiser.com/hackathon*, *fundraiser.com/apply*,
23 and *deck.fundraiser.com/aideck*), *jointherealworld.com*, *university.com* (including
24 *university.com/crypto-campus*), *cobratate.com* (including *cobratate.com/contact*,
25 *cobratate.com/form*, and *www.cobratate.com/warroom*), *topg.com*, *neweralearning.net*,
26 and *thewarroom.ag*; (ii) **restrain Defendants** under 18 U.S.C. § 1964(a) and
27 NRS 207.480 from operating any prize promotion, hackathon, AI contest, or
28 venture-funding offering through any of the foregoing domains, any successor entity, any
successor domain, any successor token project, any mirrored content distribution, any
substantially similar promotional system, or any materially equivalent enterprise
mechanism designed to continue the conduct alleged herein through alternate branding or
infrastructure, for such period and to such extent as the Court determines reasonably
necessary to preserve evidence, prevent continued commercial exploitation of Plaintiff's
project identity, prevent continued dissemination of the challenged representations,
prevent continued monetization of the alleged racketeering enterprise, prevent continued

1 unauthorized token-association activity relating to Plaintiff's project, preserve assets and
2 domains potentially subject to equitable relief, and protect consumers, participants, and
3 prospective venture applicants from continued exposure to the allegedly deceptive
4 practices described herein; (iii) in the alternative, the Court is requested to (A) order
5 **transfer of control of the foregoing domains to a court-appointed receiver** under
6 18 U.S.C. § 1964(a) for the limited purpose of preserving assets, maintaining evidentiary
7 integrity, preventing transfer or concealment of enterprise-controlled digital assets and
8 domains, conducting an accounting, and implementing any corrective disclosures ordered
9 by the Court, or (B) to the extent supported by the evidentiary record, **order full or**
10 **partial shutdown** of any of the foregoing domains to the extent the Court determines that
11 targeted content takedown and operational restraints will not adequately prevent the
12 continuing violations alleged herein; and (iv) order **prominent corrective disclosures**
13 clarifying the absence of sponsor affiliation, the absence of any verified prize funding, the
14 absence of any adjudicated judging outcome, and the non-affiliation of Plaintiff with any
15 token activity associated with Bangchain; the foregoing relief being requested in each
16 instance only to the extent narrowly tailored to prevent continued consumer deception,
17 unjust enrichment, racketeering activity, and ongoing commercial exploitation materially
18 related to the conduct alleged herein;

19 **M-1. In the alternative and to the extent supported by the evidentiary record —**
20 **Constructive Trust and Equitable Assignment of Enterprise Domains (Causes 1, 4,**
21 **8):** under 18 U.S.C. § 1964(a)'s divestiture authority, NRS 207.480, and the Court's
22 equitable powers, an order (i) imposing a **constructive trust** on the enterprise domains
23 identified at Item M (or such subset thereof as the Court determines), together with any
24 successor or materially equivalent domains, subdomains, or digital assets through which
25 the conduct alleged herein has been continued, for Plaintiff's benefit; and (ii) following
26 adjudication and to the extent necessary to effectuate equitable relief and to the extent
27 supported by the evidentiary record, directing the transfer, custodial control, or equitable
28 assignment of ownership, registration control, DNS authority, and all associated
commercial assets of those domains to Plaintiff, as direct equitable remedy for the
racketeering and unjust-enrichment injuries alleged in this Complaint and as a measure
necessary to prevent continuing harm through the enterprise's continued operation of
those domains;

M-2. In the alternative and to the extent supported by the evidentiary record —
Constructive Trust, Restriction, or Equitable Assignment of Enterprise Branding
Assets and Trademarks (Causes 1, 4, 6, 8): to the extent supported by the evidentiary

1 record and necessary to effectuate equitable relief, an order (i) **restricting the**
2 **commercial deployment of**, (ii) **requiring corrective disclosures concerning**, or
3 (iii) **imposing a constructive trust upon** enterprise-controlled trademarks, trade names,
4 branding assets, promotional identifiers, and associated goodwill — including without
5 limitation the federally registered THE REAL WORLD, COBRATATE, TOP G, and
6 substantially similar marks used in connection with the enterprise conduct alleged herein,
7 held by Defied Trust Digital Trading - FZCO LLC and identified at ¶5j(i)–(iii) and
8 **Exhibits 19–22** — to the extent used to facilitate, reinforce, legitimize, monetize, or
9 continue the deceptive, racketeering, conversion, unjust-enrichment, or
10 consumer-deception conduct alleged herein, including where necessary to prevent
11 continued consumer confusion, continued deceptive inducement of prospective
12 participants, continued dissemination of materially misleading affiliation or sponsorship
13 representations, continued exploitation of Plaintiff’s Bangchain project identity, or
14 continued operation of substantially similar successor enterprise mechanisms; and
15 (iv) **where lesser equitable restrictions are insufficient to prevent continued**
16 **deceptive conduct or consumer confusion**, directing the custodial control, equitable
17 assignment, or temporary restriction on commercial deployment of the foregoing
18 branding assets in connection with the conduct alleged herein;

19 N. **Under 18 U.S.C. § 1964(c) and § 1964(a) — Federal Civil RICO (Cause 1):** treble
20 damages under § 1964(c) for all injuries to Plaintiff’s business and property caused by
21 Defendants’ violations of 18 U.S.C. § 1962(c), together with reasonable attorneys’ fees
22 and costs; and to the extent available to private plaintiffs under § 1964(a), equitable relief
23 to prevent and restrain further violations and to preserve identifiable proceeds of the
24 racketeering activity;

25 N-1. **Under NRS 207.470 — Against All Defendants, Jointly and Severally —**
26 **Nevada Civil RICO (Cause 8):** three times the actual damages sustained by Plaintiff by
27 reason of Defendants’ violations of NRS 207.400, together with reasonable attorneys’
28 fees in the trial and appellate courts and costs of investigation and litigation reasonably
incurred, as provided by NRS 207.470(1); equitable relief under NRS 207.480; and
Plaintiff’s superior claim to any forfeited property or proceeds under NRS 207.470,
asserted before issuance of any final forfeiture decree. The Nevada civil RICO remedy is
not exclusive of, and is sought in addition to, the remedies sought elsewhere in this
Prayer;

O. **Interest:** pre-judgment interest under NRS 99.040 from the dates of injury alleged in
this Complaint, and post-judgment interest at the maximum rate permitted by law; and

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P. Catch-all and Reservations: Plaintiff’s right to amend this Prayer following discovery is expressly reserved; Plaintiff’s right to seek a temporary restraining order or preliminary injunction (i) preserving identifiable proceeds (including cryptocurrency wallets, accounts, and instrumentalities controlled by Defendants); (ii) ordering targeted content takedown, operational restraint, or full or partial shutdown of the enterprise domains identified at Item M; (iii) imposing the constructive trust and asset-transfer relief described at Item M-1; and (iv) imposing the trademark and branding-asset relief described at Item M-2, pending judgment, is expressly reserved; and the Court is requested to grant such other and further relief as it deems just and proper. Plaintiff requests that the Court award all relief cumulatively to the fullest extent permitted by law, while avoiding duplicative recovery for the same injury. To the extent any monetary, restitutionary, statutory, or equitable remedies overlap, Plaintiff requests the maximum lawful recovery available under the applicable cause or causes of action, together with all injunctive and declaratory relief necessary to prevent continuing harm.

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

Dated: May 17, 2026

Respectfully submitted,

/s/ Anthony Mitchell
Anthony Mitchell
Pro Se Plaintiff
618 Painted Opus Place
North Las Vegas, Nevada 89084
Telephone: (702) 884-0472
Email: RealAnthonyMitchell@gmail.com

INDEX OF EXHIBITS

The following exhibits are attached to and incorporated by reference in this First Amended Complaint:

Exhibit 1. Washington Secretary of State records for Thrift Technologies LLC (UBI No. 605157053; Andrew Joslin listed as sole Governor).

Exhibit 2. Delaware Division of Corporations records for Thrift Technologies LLC (Delaware File No. 7205529; formed December 31, 2022).

Exhibit 3. Delaware Division of Corporations records for Thrifty Consulting LLC (Delaware File No. 7280246; formed February 6, 2023).

Exhibit 4. Hackathon pitch deck, page 2 — Purpose.

Exhibit 5. Hackathon pitch deck, page 3 — Intentions.

Exhibit 6. Hackathon pitch deck, page 4 — The Problem.

Exhibit 7. Hackathon pitch deck, page 5 — Vetting Rounds.

Exhibit 8. Hackathon pitch deck, page 6 — Prize Pool.

Exhibit 9. Hackathon pitch deck, page 7 — Networking and Mentorship.

Exhibit 10. Hackathon pitch deck, page 8 — Solana Foundation logo display.

Exhibit 11. Hackathon pitch deck, page 9 — “Team Coming Soon.”

Exhibit 12. Hackathon pitch deck, page 10 — G DAO Treasury Wallet designation.

Exhibit 13. Hackathon pitch deck, page 11 — Timeline.

Exhibit 14. Hackathon pitch deck, page 12 — Vision and Achievements.

Exhibit 15. *fundraiser.com/hackathon* page — Main Sponsors (THE REAL WORLD, TOP G, FUNDRAISER, NEW ERA LEARNING) display.

1 **Exhibit 16.** *jointherealworld.com* Privacy Policy — “Owned and Managed by
2 New Era Learning LLC” ownership and distribution-partner disclosures.

3 **Exhibit 17.** *fundraiser.com* outbound navigation links to *cobratate.com* and
4 *jointherealworld.com*.

5 **Exhibit 18.** Shared Google Tag Manager container ID across *fundraiser.com* and
6 *jointherealworld.com* source code.

7 **Exhibit 19.** USPTO records for THE REAL WORLD trademark (U.S. Reg. No.
8 8238028) — Defied Trust Digital Trading - FZCO LLC.

9 **Exhibit 20.** USPTO records for COBRATATE trademark (U.S. Reg. No.
10 7568611) — Defied Trust Digital Trading - FZCO LLC.

11 **Exhibit 21.** USPTO records for TOP G trademark (U.S. Reg. No. 8037966) —
12 Defied Trust Digital Trading - FZCO LLC.

13 **Exhibit 22.** USPTO complete-portfolio search for Defied Trust Digital Trading -
14 FZCO LLC — all fifteen registered or applied-for trademark records.

15 **Exhibit 23.** Hackathon FAQ page on *fundraiser.com*.

16 **Exhibit 24.** Hackathon submission form on *fundraiser.com*.

17 **Exhibit 25.** Hackathon showcase page on *fundraiser.com* displaying Plaintiff’s
18 Bangchain submission.
19

20 **Exhibit 26.** Defendant Tate’s X/Twitter post containing Hackathon promotional
21 video.
22

23 **Exhibit 27.** @cobratate X/Twitter post announcing the Hackathon.

24 **Exhibit 28.** @cobratate reply to Bryan Mitchell on X/Twitter.

25 **Exhibit 29.** Prize Pool representations on *fundraiser.com*.

26 **Exhibit 30.** Defendant Tate’s X/Twitter direct message to Bryan Mitchell,
27 January 30, 2025.
28

1 **Exhibit 31.** Telegram message thread between Bryan Mitchell and Defendant
2 Issa, January 30–31, 2025 (including Bangchain-token 25% lock-up communication).

3 **Exhibit 32.** Declaration of Bryan Mitchell.

4 **Exhibit 33.** DNS nameserver records demonstrating shared hosting
5 infrastructure.

6 **Exhibit 34.** *fundraiser.com* — absence of terms of service, contact page, and
7 legal entity disclosures.

8 **Exhibit 35.** API authentication-failure response from *jointherealworld.com* /
9 *fundraiser.com* integration.

10 **Exhibit 36.** *cobratate.com/privacy-policy* — Privacy Policy page self-identifying
11 the operator of *cobratate.com* as “Talisman Enterprises” (effective date January 16,
12 2019).

13 **Exhibit 37.** *cobratate.com/contact* contact form on the formspree.io backend —
14 email-collection mechanism.

15 **Exhibit 38.** Other Hackathon participants’ X/Twitter posts.

16 **Exhibit 39.** Other Hackathon participant’s entry submission.

17 **Exhibit 40.** *@fundraiser_com* X/Twitter comment on Bangchain post.

18 **Exhibit 41.** *@cobratate* Hackathon-announcement post and *@fundraiser_com*
19 reply thread.

20 **Exhibit 42.** *fundraiser.com* homepage logo display.

21 **Exhibit 43.** *cobratate.com* contact-form and covert signup-portal behavior.

22 **Exhibit 44.** New Era Learning — Stripe receipt for “New Era – HU
23 Membership” subscription dated July 8, 2022; email chain with
24 *support@neweralearning.net* (refund denial; April 18, 2024 Orifice AI / Bangchain
25 partnership outreach).
26
27
28

1 **Exhibit 45.** Identical “Conquer” \$99/mo and “Vanguard” \$499/mo pricing tiers
2 and coordinated “SOLD OUT” false-scarcity display on *university.com* and
3 *jointherealworld.com*.

4 **Exhibit 46.** *neweralearning.net* hub-links section identifying *university.com* and
5 *jointherealworld.com* as “our platforms.”

6 **Exhibit 47.** Defendant Issa — Hackathon submission endorsement post.

7 **Exhibit 48.** Defendant Issa — Solana retweet and Community Note.

8 **Exhibit 49.** Defendant Tate — October 2024 post representing \$50M funding
9 capacity via the lending arm.
10

11 **Exhibit 50.** Defendant Tate — December 2024 post representing that 50% of
12 business plans submitted would be funded through the lending arm.

13 **Exhibit 51.** Defendant Tate — April 2025 post representing The Real World as a
14 funding source.

15 **Exhibit 52.** Defendant Tate — February 2026 post representing “\$10M further”
16 capacity.

17 **Exhibit 53.** Defendant Tate — December 2024 personal-sponsorship pledge
18 confirming a unified Tate enterprise.
19

20 **Exhibit 54.** Defendant Tate — January 17, 2025 Hackathon-promotion post.

21 **Exhibit 55.** Defendant Tate — January 18, 2025 “Robot Army Daddy” post
22 indicating token-burn quid-pro-quo.

23 **Exhibit 56.** Defendant Tate — \$DADDY-coin YouTube interview; diarized
24 transcript.

25 **Exhibit 57.** Defendant Tate — video clip with burned-in subtitles “we’re
26 scammers” / “pump a coin up.”

27 **Exhibit 58.** *@therealworld_ai* — \$DADDY promotional posts.
28

1 **Exhibit 59.** Defendant Tristan Tate (@*TateTheTalisman*) — \$DADDY
2 introduction post with embedded Solana blockchain transaction screenshot, and “burn or
3 take the cash and run” public poll (June 13, 2024).

4 **Exhibit 60.** Defendant Issa — \$DADDY “don’t jeet” promotional content.

5 **Exhibit 61.** *neweralearning.net/#contact* — formspree.io-powered contact-form
6 backend (*action=“https://formspree.io/f/mdkporcn”*); browser developer-tools Elements
7 panel capture; no entity-disclosed direct contact channel.

8 **Exhibit 62.** *defiedtrust.com* Contact page — placeholder Dubai address (Building
9 A1, conflicting with USPTO Building A2), placeholder telephone number,
10 onboarding@defiedtrust.com email, and disclosed @*DefiedTrust* X/Twitter handle.

11 **Exhibit 63.** @*DefiedTrust* X/Twitter — November 1, 2022 post engaging
12 @*sonderdao* and disclosing the Solana wallet address
13 *5FUWfshEoHrqKHPg4fY1Zl7AjJVJglOS*, confirming Defied Trust’s operational
14 presence on the Solana blockchain.

15 **Exhibit 64.** @*DefiedTrust* X/Twitter — 2021–2022 posts documenting Defied
16 Trust’s actual public commercial activity as a crypto / launchpad business operating under
17 the “Defied Bank” brand, with disclosed KYC-provider relationships and #crypto
18 #launchpad #defiedtrust hashtags.

19 **Exhibit 65.** Gmail thread — “Action Changes Lives” automated email from Tate
20 <noreply@formspreeemail.com> to realanthonymitchell@gmail.com, May 13, 2026,
21 transmitted by Formsprees following Plaintiff’s submission of the *cobratate.com/contact*
22 form, directing recipient to *https://cobratate.com/form* and *www.cobratate.com/warroom*.

23 **Exhibit 66.** Forensic map of the lead-qualification quiz at
24 *https://cobratate.com/form* (redirect chain ending at *form.typeform.com/to/cDU1IrIL*) —
25 all 21 fields, 5 branching-logic rules, and 3 terminal outcomes (including Terminal #1
26 redirect to *https://thewarroom.ag*); with the War Room paid-membership pricing
27
28

1 disclosure (\$7,979 USD via bank transfer or cryptocurrency only) captured from the
2 *thewarroom.ag* chat-agent on May 14, 2026 at 12:15:45 AM.

3 **Exhibit 67.** Verbatim, timestamped transcript of the promotional video published
4 by Defendant Emory Andrew Tate III in his *@CobraTate* X/Twitter post
5 (*x.com/Cobratate/status/1878595249825828998*, posted January 12, 2025) announcing
6 the *fundraiser.com/hackathon* contest — the same post identified at **Exhibit 26**. The
7 video’s runtime is 1 minute 29 seconds (spoken content concluding at 01:17); it was
8 transcribed by machine speech-to-text (Deepgram), and includes Defendant Tate’s
9 statements that the Hackathon was “[u]nprecedented... [n]ever done before... [o]ver
10 \$1,000,000 in prizes” and that “I’ll be sponsoring everything myself via fundraiser.com.”

11 **Exhibit 68.** Four screenshots captured by Plaintiff on May 14, 2026,
12 documenting, in sequence, the *thewarroom.ag* live-chat-to-Telegram intake and payment
13 sequence: (1) the *thewarroom.ag* “Live Chat” widget; (2) the Telegram conversation with
14 the account “Alexander Cobratate” (registered February 2026; Trinidad and Tobago
15 telephone number; labeled by Telegram “Not an official account”); (3) the
16 *thewarroom.ag/pay* page returning “Payment Successful” for a \$1.00 “War Room
17 Membership” charge after the charge-amount URL parameter was edited; and (4) the
18 Telegram representative’s response “On our end it shows you sent \$1.”

19 **Exhibit 69.** Defendant Issa — Telegram channel info page for the channel “Issa’s
20 Thoughts” (share link *@issasthoughts*), captured by Plaintiff on May 14, 2026 at
21 8:26:39 PM, reporting 8,952 subscribers and channel bio “No crying in the casino.”

22 **Exhibit 70.** Defendant Issa — X/Twitter profile at *x.com/issathecooker* (display
23 name “Issa,” handle *@issathecooker*), captured by Plaintiff on May 14, 2026 at
24 8:54:37 PM, displaying the profile link *t.me/issasthoughts* — a direct profile link from
25 Issa’s X/Twitter account to the *@issasthoughts* Telegram channel reproduced at
26 **Exhibit 69**.
27
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1 **Exhibit 71.** *jointherealworld.com* — “UNFAIR ADVANTAGE” cryptocurrency
2 landing page (“96% of people lose in crypto. You require an... UNFAIR
3 ADVANTAGE”), captured by Plaintiff on May 15, 2026 at 2:08:18 AM.

4 **Exhibit 72.** *university.com/crypto-campus* — “UNIVERSITY.COM CRYPTO
5 CAMPUS” enrollment page presenting the parallel “unfair advantage / robust strategy”
6 cryptocurrency-instruction messaging displayed on *jointherealworld.com* at **Exhibit 71**,
7 captured by Plaintiff on May 15, 2026 at 1:48:05 AM.

8 **Exhibit 73.** Defendant Issa — *@issasthoughts* Telegram channel post dated
9 January 30, 2025, embedding Issa’s own *@issathecooker* X/Twitter post with channel
10 comment “It’s up 2x. Did you cry in the casino?” and embedded X-post text “Issa
11 (*@issathecooker*) on X just ordered the future of finance and fleshlights / thank you for
12 submitting to the hackathon,” captured by Plaintiff on May 15, 2026 at 1:55:49 AM.

13 **Exhibit 74.** Gmail thread — Payment Receipt — War Room Membership.
14 Automated email receipt from “The War Room” <*billing@reachtwr.com*> to
15 *realanthonymitchell@gmail.com*, received Thu, May 14, 2026 at 6:50 PM, confirming a
16 \$1.00 USD card payment for “War Room Membership” (receipt-listed Date: May 15,
17 2026; Identifier: *cmp69a1oy004oqa073m5fpffu*; Transaction: *TKF75GK6Z9JQ2TP9*;
18 Telegram: *@Guest*).

19 **Exhibit 75.** Screenshot of *fundraiser.com/hackathon* — G DAO Treasury Wallet
20 section — displaying the publicly-listed Solana wallet address
21 (*55ZBPYADNPD9QYENDYVRKYWKM76EE15WRNLAKEDWS7XQ*) designated as
22 the Hackathon prize-fund repository, captured by Plaintiff on May 15, 2026 at
23 3:14:48 PM.

24 **Exhibit 76.** Solscan blockchain-explorer analysis of the G DAO Treasury Wallet
25 (Solana mainnet address
26 *55ZBpYaDnpd9QyENdyVrkYWkm76ee15WRnLaKEDwS7Xq*), prepared March 10,
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1 | 2025 via Solana RPC query and Solscan.io cross-reference, documenting that the wallet’s
2 | holdings consisted exclusively of negligible-value memecoin token deposits and that no
3 | outgoing prize-distribution transactions were executed.

4 | **Exhibit 77.** Screenshot of *fundraiser.com* homepage displaying the
5 | “REVOLUTIONIZED FUNDING ACCESS” header, the “Access Up To \$1M In Venture
6 | Capital Funding” representation, the “Access Capital Immediately - Without The
7 | Headaches Of Extensive Legality, Paperwork And Banking” copy, an “APPLY NOW”
8 | call to action, and a live subscription-purchase notification overlay. Plaintiff’s screen
9 | captures, March 10, 2026. Originally filed as ECF No. 5, Exhibit I.

10 | **Exhibit 78.** Screenshot of the *fundraiser.com/apply* lending-arm
11 | funding-application page displaying the “THE REAL WORLD STUDENT EXCLUSIVE
12 | PERIOD” banner representing subscriber benefits to lending-arm applicants. Plaintiff’s
13 | screen capture, May 17, 2026.
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CERTIFICATE OF SERVICE

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2 I, Anthony Mitchell, hereby certify that on the date set forth below, I caused a true
3 and correct copy of the foregoing **FIRST AMENDED COMPLAINT**, together with all
4 exhibits attached hereto, to be filed with the Clerk of the Court using the Court’s CM/ECF
5 system, which will provide electronic notice of filing to all counsel of record who have
6 appeared in this action.

7
8 As to each Defendant who has not yet appeared in this action and on whom
9 Plaintiff has not yet effected service under Fed. R. Civ. P. 4, Plaintiff will effect service of
10 the foregoing **FIRST AMENDED COMPLAINT** in accordance with Fed. R. Civ. P. 4
11 and 5. With respect to Defendant Emory Andrew Tate III, Plaintiff has filed a Motion for
12 Order Authorizing Alternative Service of Process [ECF No. 18], which remains pending
13 before the Court; upon and to the extent the Court grants that motion, Plaintiff will effect
14 alternative service in accordance with the Court’s order. With respect to each remaining
15 Defendant on whom traditional service under Rule 4 cannot reasonably be effected,
16 Plaintiff reserves the right to seek further leave of the Court to effect alternative service
17 pursuant to Fed. R. Civ. P. 4(f)(3), Fed. R. Civ. P. 4(e)(1), and/or NRCp 4.4(b), and will
18 not effect alternative service on any such Defendant absent an order of the Court so
19 authorizing. Plaintiff will file a supplemental Certificate of Service reflecting actual
20 service upon each non-appearing Defendant as service is effected.

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Dated: May 17, 2026

Respectfully submitted,

/s/ Anthony Mitchell
Anthony Mitchell
Pro Se Plaintiff
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