

IN THE CIRCUIT/COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT, IN AND FOR  
HILLSBOROUGH COUNTY, FLORIDA

Case Number: 25-CC-000217 Division S

**JOHN BRIER; BIN TU**

Plaintiff(s)

vs

**GREGORY POTTS**

Defendant(s)

**SUMMONS/NOTICE TO APPEAR FOR PRETRIAL CONFERENCE (COVID)**

STATE OF FLORIDA - NOTICE TO PLAINTIFF(S) AND DEFENDANT(S) (Name & address of Defendant(s) to be Served) **GREGORY POTTS, 400 REDDING RD LEXINGTON KY 40517,**

**YOU ARE HEREBY NOTIFIED** that you are required to appear by zoom with **JUDGE MELISSA C. BLACK** at **HTTPS://ZOOM.US/J/6525513357 ID: 652-551-3357 PASSWORD NOT REQUIRED** on the **5th day of June, 2025** at **10:00 AM** for a PRETRIAL CONFERENCE.

**THE COUNTY COURT DOES NOT PROVIDE INTERPRETERS OR TRANSLATORS; YOU ARE RESPONSIBLE FOR PROVIDING YOUR OWN INTERPRETERS OR TRANSLATORS.**

**LA CORTE DEL CONDADO NO PROVEE INTERPRETES O TRADUCTORES, USTED ES RESPONSABLE DE PROVEER SU PROPIO INTERPRETE O TRADUCTOR.**

**TRIBUNAL KONTE A PA BAY ENTÈPRÈT OSWA TRANSLATOR, OU SE RESPONSAB POU FOUNI PWÒP ENTÈPRÈT OSWA TRANSLATOR OU.**

**Lead Attorney: Brier, John; Tu, Bin**

**Attorney for: John Brier**

**Address: 16158 Bridgepark Dr Lithia FL 33547; 16158 Bridgepark Dr Lithia FL 33547**

**Florida Bar Number: ;**

## REQUESTS FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES

**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Hillsborough County Courthouse, 800 E. Twiggs St., Room 604, Tampa, Florida 33602, (813) 272-7040, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.**

## SOLICITUDES DE ALOJAMIENTO POR PERSONAS CON DISCAPACIDAD

**Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con el Coordinador de ADA, Hillsborough County Courthouse, 800 E. Twiggs St., Sala 604, Tampa, Florida 33602, (813) 272-7040, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacidad del oído o de la voz, llame al 711.**

## DEMANN POU AKOMODASYON POU MOUN KI GEN ENFIMITE

**Si ou se yon moun ki enfim ki bezwen akomodasyon pou w kab patisipe nan pwosedi sa a, ou gen dwa, san ou pa bezwen peye okenn lajan, pou w jwenn yon sèten èd. Tanpri kontakte Hillsborough County Courthouse, 800 E. Twiggs St., Sal 604, Tampa, Florida 33602, (813) 272-7040, Kòdonatris pwogram Lwa Ameriken pou Moun ki Enfim yo nan, fè sa omwen 7 jou anvan dat ou gen randevou pou parèt nan Tribinal la, oswa fè sa imedyatman apre ou fin resevwa konvokasyon an si dat ou gen pou w parèt nan tribinal la mwens pase 7 jou; si ou gen pwoblèm pou w tande byen oswa pou w pale klè, rele 711.**

**IMPORTANT – READ CAREFULLY**

***THE CASE WILL NOT BE TRIED AT THAT TIME.***

***DO NOT BRING WITNESSES – YOU MUST APPEAR IN PERSON OR BY ATTORNEY.***

The Defendant(s) must appear in court on the date specified in order to avoid a default judgment. The Plaintiff(s) must appear to avoid having the case dismissed for lack of prosecution. A written MOTION or ANSWER to the Court by the Plaintiff(s) or the Defendant(s) shall not excuse the personal appearance of a party or its attorney at the PRETRIAL CONFERENCE/MEDIATION. The date and time of the pretrial conference CANNOT be rescheduled without good cause and prior court approval.

Any business entity recognized under Florida law may be represented at any stage of the trial court proceedings by any principal of the business entity who has legal authority to bind the business entity or any employee authorized in writing by a principal of the business entity. A principal is defined as being an officer, member, managing member, or partner of the business entity. Written authorization must be brought to the Pretrial Conference/Mediation.

The purpose of the pretrial conference is to record your appearance, to determine if you admit all or part of the claim, to enable the court to determine the nature of the case, and to set the case for trial if the case cannot be resolved at the pretrial conference. You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute, state what efforts have been made to settle the dispute, exhibit any documents necessary to prove the case, state the names and addresses of your witnesses, stipulate to the facts that will require no proof and will expedite the trial, and estimate how long it will take to try the case.

**Mediation**

Mediation may take place during the time scheduled for the pretrial conference. Whoever appears for a party must have full authority to settle. Failure to have full authority to settle at this pretrial conference may result in the imposition of costs and attorneys' fees incurred by the opposing party.

If you admit the claim, but desire additional time to pay, you must come and state the circumstances to the court. The court may or may not approve a payment plan and may withhold judgment or execution of levy

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RIGHT TO VENUE. The law gives the person or company who has sued you the right to file suit in any one of several places as listed below. However, if you have been sued in any place other than one of these places, you, as the defendant(s) have the right to request that the case be moved to a proper location or venue. A proper location or venue may be one of the following:

- [1] where the contract was entered into.
- [2] if the suit is on unsecured promissory note, where the note is signed or where the maker resides.
- [3] if the suit is to recover property or to foreclose a lien, where the property is located.
- [4] where the event giving rise to the suit occurred.
- [5] where any one or more defendant(s) sued reside.
- [6] any location agreed to in a contract.
- [7] in an action for money due, if there is no agreement as to where suit may be filed, where payment is to be made.

If you as the Defendant(s) believe the Plaintiff(s) has/have not sued in one of these correct places, you must appear on your court date and orally request a transfer or you must file a WRITTEN request for transfer, in affidavit form (sworn to under oath) **with the court 7 days prior to your first court date** and send a copy to the Plaintiff(s) or Plaintiff's(s') attorney, if any.

A copy of the statement of claim shall be served with this summons.

DATED at Tampa, Florida. Issued on January 6, 2025.

CINDY STUART  
CLERK OF THE CIRCUIT COURT

*Cindy Stuart*  
25-CC-000217 1/6/2025 9:26:47 AM

CINDY STUART, CLERK



25-CC-000217 1/6/2025 9:26:47 AM

Prepared By: Rachel Elliott, Deputy Clerk  
Hillsborough County, Florida (813) 276-8100



**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

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**I. CASE STYLE**

IN THE CIRCUIT/COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

John Brier, Bin Tu  
Plaintiff

Case # \_\_\_\_\_  
Judge \_\_\_\_\_

vs.

Gregory Potts  
Defendant

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**II. AMOUNT OF CLAIM**

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
- \$8,001 - \$30,000
- \$30,001- \$50,000
- \$50,001- \$75,000
- \$75,001 - \$100,000
- over \$100,000.00

**III. TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

## **CIRCUIT CIVIL**

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
  - Business governance
  - Business torts
  - Environmental/Toxic tort
  - Third party indemnification
  - Construction defect
  - Mass tort
  - Negligent security
  - Nursing home negligence
  - Premises liability—commercial
  - Premises liability—residential
- Products liability
- Real Property/Mortgage foreclosure
  - Commercial foreclosure
  - Homestead residential foreclosure
  - Non-homestead residential foreclosure
  - Other real property actions
- Professional malpractice
  - Malpractice—business
  - Malpractice—medical
  - Malpractice—other professional
- Other
  - Antitrust/Trade regulation
  - Business transactions
  - Constitutional challenge—statute or ordinance
  - Constitutional challenge—proposed amendment
  - Corporate trusts
  - Discrimination—employment or other
  - Insurance claims
  - Intellectual property
  - Libel/Slander
  - Shareholder derivative action
  - Securities litigation
  - Trade secrets
  - Trust litigation

## **COUNTY CIVIL**

- Small Claims up to \$8,000
- Civil
- Real property/Mortgage foreclosure

- Replevins
- Evictions
  - Residential Evictions
  - Non-residential Evictions
- Other civil (non-monetary)

**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes  No

**IV. REMEDIES SOUGHT (check all that apply):**

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

**V. NUMBER OF CAUSES OF ACTION: [ ]**

(Specify)

Other

**VI. IS THIS CASE A CLASS ACTION LAWSUIT?**

- yes
- no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- no
- yes If “yes,” list all related cases by name, case number, and court.

**VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- yes
- no

**IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?**

- yes
- no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ John Brier  
Attorney or party

Fla. Bar #  
(Bar # if attorney)

John Brier  
(type or print name)

01/03/2025  
Date



IN THE CIRCUIT/COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

1. John Brier \_\_\_\_\_

Case Number: \_\_\_\_\_

2. Bin Tu \_\_\_\_\_

Division: \_\_\_\_\_

Plaintiff(s)

vs

Gregory Potts \_\_\_\_\_

Defendant(s)

Address 400 Redding Rd  
(number) (street)

Lexington KY 40517  
(city) (state) (zip code)

Phone: (309) 208-4854 \_\_\_\_\_

STATEMENT OF CLAIM

Plaintiff(s) sues defendant(s) for damages which do not exceed \$8,000.00 exclusive of costs and interest for (check one category below):

- Auto Accident occurring on or about \_\_\_\_\_ in the vicinity of \_\_\_\_\_, in \_\_\_\_\_ County, Florida caused by negligent operation of a vehicle operated by \_\_\_\_\_ and owned by \_\_\_\_\_ resulting in damages, described below.
- Goods sold by Plaintiff; goods and prices and credits listed below.
- Work done and materials furnished; time and materials, showing charges and credits, listed below.
- Money lent to defendant on \_\_\_\_\_ with interest owed since \_\_\_\_\_.
- Promissory Note executed on \_\_\_\_\_, copy attached; defendant failed to either pay the note, or an installment payment, and interest is owed since \_\_\_\_\_, plus attorney's fees.
- Account Stated for an agreed balance owed on business transactions between the parties, the defendant did not object to the statement of account presented, a copy of which is attached.
- Other claim - Please specify: Explanation below \_\_\_\_\_.

Explain below the details (what happened, dates, times, place, etc.) of your claim. This section must be completed. Attach additional pages if needed.

Gregory Potts orchestrated filing a law suit and TRO against John Brier and Bin Tu in November 2023 . He knew the suit claims where materially false and tantamount to committing perjury. Mr. Potts authored memos distributed to the CEO of Lottery.com prior to the lawsuit being filed that prove the lawsuit was known to be false when filed. The fabricated law suit led to world wide media coverage, including Bloomberg, that have defamed and damaged the reputations of John Brier and Bin Tu. >> I also seek filing and service costs of \$586.00 and pre-judgment interest of \$523.84. Incident occurred at: 16158 Bridgepark Dr, Lithia, FL 33547.

Attached is a copy of any written document(s) that is/are the basis of this claim.

WHEREFORE, the Plaintiff(s) demand judgment in the principal sum of \$ 8,000.00  
Plus costs, if known, (summons, service) in the amount of \$ 586.00  
Plus interest in the amount of \$ 523.84  
TOTAL \$ 8,000.00

Plaintiff Address:  
16158 Bridgepark Dr  
Lithia, FL 33547

John Brier  
Signature of Plaintiff(s)  
John Brier Bin Tu  
Print name of Plaintiff(s)

Telephone Number Brier: (850) 292-2590; Tu: 240  
Email Addresses: jbrier1268@aol.com; B2net@outlook.com  
Title (if applicable)

**STATE OF FLORIDA**  
**COUNTY OF HILLSBOROUGH**

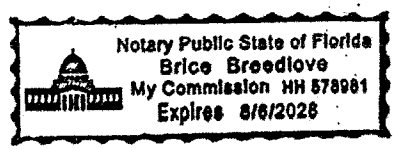
The foregoing instrument was sworn to or affirmed and signed before me this 11th day of December  
2024, by John Brier who is personally known to me or who has produced  
FL Drivers license identification and who did [] did not [] take an oath.

**CINDY STUART**  
As Clerk of the Court

\_\_\_\_\_  
As Deputy Clerk

Brice Breedlove  
Notary Public

Brice Breedlove  
Typed or Printed Name



**IN THE CIRCUIT/COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

1. John Brier  
\_\_\_\_\_

Case Number: \_\_\_\_\_

2. Bin Tu  
\_\_\_\_\_

Division: \_\_\_\_\_

Plaintiff(s)/Petitioner(s)

vs

Gregory Potts  
\_\_\_\_\_

\_\_\_\_\_  
Defendant(s)/Respondent(s)

**REQUEST FOR DIVISION ASSIGNMENT**

This is a request based on local Administrative Order(s) for the Clerk of the Court to assign the above styled case in the:

Tampa Division

East Division (check all that apply):

The Defendant resides within the East Division boundaries;

The cause of action occurred within the East Division boundaries;

The property in litigation is located within the East Division boundaries

Prior Division (Please indicate Case Number and Division of previously filed action: \_\_\_\_\_ )

I understand that the actual division assignment will be in accordance with the [Hillsborough County Administrative Orders](#). If there is no supported request for specific division assignment, this action will be assigned a division based on a random and equitable distribution system.

Name of Attorney: John Brier and Bin Tu (Pro Se)

Address: 16158 Bridgepark Dr

Lithia, FL 33547

Phone Number: (850) 292-2590

Email Address(es): jbrier1268@aol.com

IN THE CIRCUIT/COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

1. John Brier \_\_\_\_\_

Case Number: \_\_\_\_\_

2. Bin Tu \_\_\_\_\_  
Plaintiff(s)

Division: \_\_\_\_\_

vs

Gregory Potts \_\_\_\_\_

\_\_\_\_\_  
Defendant(s)

**SUMMONS/NOTICE TO APPEAR FOR PRETRIAL CONFERENCE**

STATE OF FLORIDA - NOTICE TO PLAINTIFF(S) AND DEFENDANT(S) (Name & address of Defendant(s) to be served)

Gregory Potts  
400 Redding Rd  
Lexington, KY 40517

**YOU ARE HEREBY NOTIFIED** that you are required to appear in person or by attorney at the \_\_\_\_\_ Courthouse in Courtroom # \_\_\_\_\_, located at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ AM/PM for a PRETRIAL CONFERENCE before this court.

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### **IMPORTANT – READ CAREFULLY**

***THE CASE WILL NOT BE TRIED AT THAT TIME.***

***DO NOT BRING WITNESSES – YOU MUST APPEAR IN PERSON OR BY ATTORNEY.***

The Defendant(s) must appear in court on the date specified in order to avoid a default judgment. The Plaintiff(s) must appear to avoid having the case dismissed for lack of prosecution. A written MOTION or ANSWER to the Court by the Plaintiff(s) or the Defendant(s) shall not excuse the personal appearance of a party or its attorney at the PRETRIAL CONFERENCE/MEDIATION. The date and time of the pretrial conference CANNOT be rescheduled without good cause and prior court approval.

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RIGHT TO VENUE. The law gives the person or company who has sued you the right to file suit in any one of several places as listed below. However, if you have been sued in any place other than one of these places, you, as the defendant(s) have the right to request that the case be moved to a proper location or venue. A proper location or venue may be one of the following:

- [1] where the contract was entered into.
- [2] if the suit is on unsecured promissory note, where the note is signed or where the maker resides.
- [3] if the suit is to recover property or to foreclosure a lien, where the property is located.
- [4] where the event giving rise to the suit occurred.
- [5] where any one or more defendant(s) sued reside.
- [6] any location agreed to in a contract.
- [7] in an action for money due, if there is no agreement as to where suit may be filed, where payment is to be made.

If you as the Defendant(s) believe the Plaintiff(s) has/have not sued in one of these correct places, you must appear on your court date and orally request a transfer or you must file a WRITTEN request for transfer, in affidavit form (sworn to under oath) **with the court 7 days prior to your first court date** and send a copy to the Plaintiff(s) or Plaintiff's(s') attorney, if any.

A copy of the statement of claim shall be served with this summons/notice to appear.

DATED at \_\_\_\_\_, Florida. Issued on \_\_\_\_\_ 20 \_\_\_\_.

**CINDY STUART**  
As Clerk of the Court

\_\_\_\_\_  
As Deputy Clerk

Plaintiffs:

John J. Brier, Jr.  
16158 Bridgepark Drive  
Lithia, FL 33547

Bin Tu  
6333 Knob Tree Drive  
Lithia, FL 33547

V.

Defendant:

Gregory Potts  
400 Redding Rd  
Lexington, KY 40517

Claims:

Defendant Potts organized, orchestrated and falsely testified in Federal Court in a knowingly false and defamatory law suit and TRO request against Plaintiffs Brier and Tu, both Florida residents. Defendant Potts actions have resulted in significant damages to Plaintiffs Brier and Tu.

Defendant Potts has been employed by Lottery.com, Inc., from a time period prior to [lottery.com](#)'s cessation of operations in July, 2022 through present day. Defendant Potts was named Chief Operating Officer of [lottery.com](#) in 2023. Defendant Potts has interacted in a professional setting with Plaintiffs Brier and Tu multiple times prior to the July 2022 [lottery.com](#) failure as evidenced by multiple emails, phone calls, text messages and WhatsApp messages, as well as Zoom calls with Plaintiffs in regards to [lottery.com](#)'s acquisition of Plaintiffs company TinBu, LLC, in 2018.

At the time of [lottery.com](#)'s failure in July of 2022 Defendant Potts was aware [lottery.com](#) owed Plaintiffs Brier and Tu millions of dollars. Defendant Potts sent emails to Plaintiffs acknowledging they were owed millions of dollars and stated they would be paid all that was owed to them. Defendant Potts participated in business development calls with Plaintiffs and exchanged numerous emails with Plaintiffs after the July 2022 failure of [lottery.com](#) under the auspices of working together to get [lottery.com](#) up and running again, and to help get Plaintiffs Brier and Tu what was owed to them by Lottery.com. [lottery.com](#) was sued by Plaintiffs Brier and Tu in State Court in Florida in March of 2023 for approximately \$20,000,000 for fraud and breach of contract. Defendant Potts was aware of the lawsuit against [lottery.com](#) filed by Plaintiffs Brier and Tu.

Defendant Potts was aware Plaintiffs Brier and Tu stopped being paid their fully guaranteed salaries that were part of the terms of the sale of Tinbu, LLC to [lottery.com](#) when the [lottery.com](#) failed in July of 2022. Defendant Potts was aware that Plaintiffs Brier and Tu lost their fully guaranteed benefits, including medical coverage for themselves and their families when [lottery.com](#) failed in 2022.

Defendant Potts was aware that [lottery.com](https://www.lottery.com)'s former V.P. of Sales Jim Schonewolf stopped being paid his salary by [lottery.com](https://www.lottery.com) in July of 2022. Defendant Potts was aware Jim Schonewolf was under tremendous financial stress after losing his job, and Defendant Potts communicated with Jim Schonewolf many times via phone and email acknowledging there was no money to pay him. Defendant Potts was aware that in 2023 Jim Schonewolf was working part time as a desk clerk at a hotel in Pensacola, Florida, for \$16.00 an hour in order to keep his house from being foreclosed on and to obtain some medical benefits for himself and his family. Defendant Potts wrote a memo to the Chairman of the Board and CEO of [lottery.com](https://www.lottery.com) on July 11, 2023 stating that Jim Schonewolf was doing no work for the company, even as a consultant, due to the fact [lottery.com](https://www.lottery.com) had stopped paying him. **(See Exhibit A).**

In July of 2023 Defendant Potts was aware that [lottery.com](https://www.lottery.com) had breached a contract with Data Sports Group out of Berlin, Germany, for lack of payment. In July of 2023 Defendant Potts was aware Data Sports Group had terminated the contract with [lottery.com](https://www.lottery.com) for lack of payment as promised. In July of 2023 Defendant Potts wrote a memo to the Chairman of the Board and CEO of [lottery.com](https://www.lottery.com) telling them that Data Sports Group had terminated the contract with [lottery.com](https://www.lottery.com) for lack of payment, and Defendant Potts went on to say in that memo that [lottery.com](https://www.lottery.com) needed to get an opinion from their legal representatives at White and Case on how to notify the public that Data Sports Group had terminated their contract with Lottery.com. **(See Exhibit A).**

In July of 2023 Defendant Potts knew that [lottery.com](https://www.lottery.com) was working strategically with a company named Spinola Gaming out of Malta. In July of 2023 Defendant Potts was aware that the CEO of Spinola Gaming, Ade Repcenko, was working closely with the [lottery.com](https://www.lottery.com) management team and Board of Directors. Defendant Potts traveled to Monaco in May of 2023 where he met with Spinola Gaming CEO Ade Repcenko on a yacht [lottery.com](https://www.lottery.com) had rented. Defendant Potts also met with Spinola Gaming CEO Ade Repcenko in Texas in 2023. Defendant Potts was aware in July of 2023 that Spinola Gaming was involved directly in the Lotto Texas lottery event in April of 2022 that continues to be investigated. Defendant Potts was actively involved in organizing and managing the Lotto Texas event of April of 2023. A Houston Chronicle article in October of 2024 revealed that Spinola Gaming CEO Ade Repcenko was involved in the Lotto Texas event along with Lottery.com, and that iPads and QR codes had been delivered to [lottery.com](https://www.lottery.com) to interface with Texas Lottery terminals, in violation of Texas regulations, as part of the Lotto Texas event. **(See Exhibit B).**

Defendant Potts is aware the Spinola Gaming web site ([SpinolaGaming.com](https://www.spinolagaming.com)) has gone offline almost immediately after the Houston Chronicle article was published in October of 2024 outlining Spinola Gamings role in the Lotto Texas event.

In November of 2023 [lottery.com](https://www.lottery.com) secretly filed a law suit against Plaintiffs Brier and Tu in Florida Federal Court seeking a TRO and falsely claiming Plaintiffs Brier and Tu were engaging in illegal activity by forming a competing company. Defendant Potts was the chief architect of the bogus law suit filed against Plaintiffs Brier and Tu, and he knew at the time it was filed the claims were materially false. Defendant Potts intentionally proffered knowingly false claims against Plaintiffs Brier and Tu that were defamatory and knowingly false. Defendant Potts was promised cash and stock for his work at Lottery.com, and he was being paid in cash and stock by [lottery.com](https://www.lottery.com) at the time he fabricated a knowingly false narrative that was submitted to the court in an attempt to harass, intimidate and harm Plaintiffs Brier and Tu.

The key components of the bogus lawsuit and TRO filing by [lottery.com](https://www.lottery.com) against Plaintiffs Brier and Tu, created largely by Defendant Potts, had already been refuted by Defendant Potts in his own world and writing in the July 2023 memo authored by him. **(See Exhibit A).**



The lawsuit and TRO filed against Plaintiffs Brier and Plaintiffs Tu claimed that they had:

- 1) Hired away a key executive (Jim Schonewolf) from [lottery.com](https://www.lottery.com) to work for a new company Plaintiffs Brier and Tu had formed named Global Gaming Data. The fact is Defendant Potts had written a memo almost 5-months earlier clearly stating Jim Schonewolf was no longer working for [lottery.com](https://www.lottery.com) in any capacity because [lottery.com](https://www.lottery.com) had stopped paying him.
- 2) Contracted with a key partner of Lottery.com, Data Sports Group out of Berlin, Germany. The fact is Defendant Potts had written a memo almost 5-months earlier clearly stating Data Sports Group had terminated their contract with [lottery.com](https://www.lottery.com) for breach of contract / lack of payment.
- 3) Where stealing away “clients”, naming Spinola Gaming as an example. Defendant Potts was exposed at the hearing on July 5, 2024, in Federal Court as having introduced a cropped message to try and deceive the court regarding Spinola Gaming, and was well aware that Spinola Gaming was actively working with [lottery.com](https://www.lottery.com) executives at the time.
- 4) That Plaintiffs Brier and Tu were improperly running a competing business. Defendant Potts knew at the time of the November, 2023 lawsuit and TRO filing that Plaintiffs Brier and Tu were owed millions of dollars from Lottery.com, that they had stopped receiving their guaranteed salaries and lost all benefits a year and a half prior, and that they were free and clear to try and earn a living.

The entire lawsuit and TRO request filed by Lottery.com, and concocted by Defendant Potts, was a blatant fraud and knowingly bogus submission to the court.

Defendant Potts was the only [lottery.com](https://www.lottery.com) employee to testify at the January 5, 2024 hearing regarding the bogus lawsuit and TRO filing.

Defendant Potts travelled to Florida and spent several days prior to the January 5, 2024 hearing rehearsing his testimony with [lottery.com](https://www.lottery.com) lawyers. The judge in the case denied [lottery.com](https://www.lottery.com) request for a TRO.

This bogus lawsuit filing has harmed Plaintiffs Tu and Brier. The bogus lawsuit filing created emotional distress for Plaintiffs Brier and Tu. The Bogus lawsuit resulted in false and negative media coverage of Plaintiffs Brier and Tu that damaged their personal and professional reputations and that harmed their ability to earn a living and work. The negative media continues to appear in search engines, including Google, when searching the names of Plaintiffs Brier and Tu. Large media publications, such as Bloomberg, published stories after Defendant Potts orchestrated the bogus lawsuit and TRO against Plaintiffs Brier and Tu that give the appearance they are white collar criminals. **(See Exhibit C)**

Defendant Potts had a motive for bringing fraudulent claims to the court in regards to Plaintiffs Brier and Tu in that he testified in court on January 5, 2024, that he was being paid in stock by the Lottery.com. Although the legality of that stock issuance is being argued in Delaware courts in another lawsuit against [lottery.com](https://www.lottery.com), its CEO and its Board of Directors due to the company being in a Void status for lack of tax payments since May of 2023, Defendant Potts was in fact issued stock in Lottery.com. Defendant Potts is the only known employee of [lottery.com](https://www.lottery.com) to file with the SEC his intent to sell some of that stock, which he did for self-gain and profit in October of 2024. **(See Exhibit D)**

Plaintiffs Brier and Tu have had business development and investments into their company Global Gaming Data negatively effected due to the bogus lawsuit and TRO request designed by Defendant Potts.

Plaintiffs hereby respectfully request the court award them \$8,000.00 in damages, all applicable interest and court costs, and require Defendant Potts to issue a written statement attesting to the fact that he apologizes to Plaintiffs Brier and Tu for fabricating knowingly false claims against them.

John J. Brier, Jr. /John J. Brier, Jr/  
Bin Tu /Bin Tu/Exhibit A.

## **EXHIBIT A:**

- From:  
matthew mcgahan  
<mattmcgahan@icloud.com>  
Date:  
July 12, 2023 at 5:52:27  
AM EDT  
To:  
Ronnie Farah  
<ronaldgfarah1@gmail.com>  
  
Subject:  
Fwd: Operations and revenue update  
Sent from my iPhone  
Begin forwarded message:  
From:  
matthew mcgahan  
<mattmcgahan@icloud.com>  
Date: 11 July 2023 at 17:49:29 BST  
To:Nasib Piriye  
<np@pnn-group.com>  
Subject:  
Fwd: Operations and revenue update  
Sent from my iPhone  
Begin forwarded message:  
From: Greg Potts  
<greg@lottery.com>  
Date: 11 July 2023 at 17:34:18 BST  
To: Mark Gustavson  
<mark@lottery.com>,

Matthew McGahan  
<matthew.mcgahan@lottery.com>  
Subject: Operations and revenue update

- Good morning  
Mark and Matt,

• Please review the following items. A response on my proposed resolutions is appreciated:

- 1. Dominican Project - Our partner has been informed that the company can no longer supply tickets due our inability to pay our ticket processors, our inability to fund the ticket account with their previously paid deposit, and our inability to use our own ticket processing office due to being locked out due to non-payment of rent. My proposed solution is to assign the contract in its entirety to ALTX Management. This will not impact our current obligations to ALTX under the existing retailer agreement but it will keep the project from going to a competitor. We will need to ask White & Case regarding notifying the public prior to our next filing. As this is the company's only source of revenue so losing the contact is a significant, material event.
- 2. DSG Sports Data. The company is in material breach of the contract due to nonpayment and our sales consultant is no longer working due to non-payment of his contract. Again, we will need to consult with W&C as this partnership was publicly announced.
- 3. Expense reimbursements. I've been asked to inquire why the company has approved expense reimbursements for board members while employees have funded the company on their personal credit cards in excess of \$30,000 with no reimbursement?
- 4. Mexico operations. Our subsidiaries in Mexico are still operational however are on the verge of collapse. It is highly likely that we will not have financials from them due to their accountant not being paid for the last several months. My proposed solution is to continue discussions with Jackpocket and other parties on selling at least one of the Mexico companies. Selling to Jackpocket is terrible optics. I have been working with another interested party on a \$1M investment into Mexico in exchange for controlling interest in Global Gaming. This undervalues the business

but without operational financial support from our lender, this is our best option to avoid the complete collapse in Mexico.

5. Shareholder's annual meeting. Historically, staff has been asked to provide support to the CEO in preparation for the meeting. What do you need from the revenue, operations, and financial teams? Given that no one has been paid, last minute requests may not be well received.

6. Nasdaq compliance. The company told Nasdaq during the April hearing that it had nine employees. Since the hearing, the company has been unable to secure operational funding from our lender and thus has not reestablished payroll. During the panel presentation planning meetings, the company was advised that it had to have payroll in order to meet the minimum requirements of a going concern. What is the plan to address the fact that the financial filings due on July 17 will show that the company has no employees on payroll?

7. Revenue. Unfortunately, I'm out of tricks to generate revenue with no operational funding. The company will not be awarded another wholesale ticket project due to our keeping the customers deposit overpayment. The resources required for the DR project would be needed for any other international project. I suggest we consult with W&C on how to publicly address the fact that our revenue engines have once again shut down. Please advise before EOB tomorrow.

--

--



**Greg Potts**

[greg@lottery.com](mailto:greg@lottery.com) |

309.208.4854

Lottery.com | [https://](https://lottery.com)

[lottery.com](https://lottery.com)



# EXHIBIT B:

## INVESTIGATIONS

### The surprising European links to a \$95M Lotto Texas win



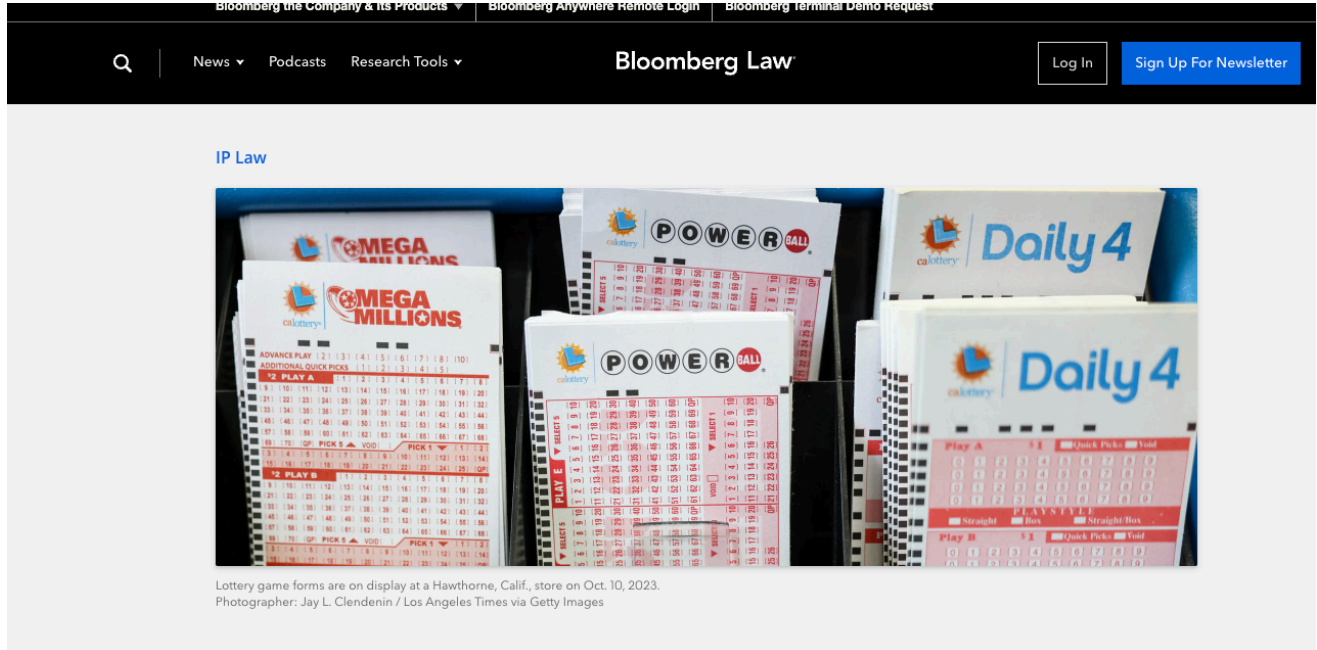
A group of investors won an April 2023 Texas Lotto jackpot with a low-risk bet after arranging to buy 25 million tickets at three different sites, covering most every possible winning combination.

Photo illustration / images courtesy Texas Lottery Commission,

#### Link to full article:

<https://www.houstonchronicle.com/news/investigations/article/surefire-lotto-texas-win-malta-exec-london-19727984.php>

# Exhibit C:



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Nov. 14, 2023, 6:42 PM EST; Updated: Nov. 15, 2023, 10:56 AM EST

## Lottery.com Says Acquired Execs Stole Secrets Amid Pay Fight (1)



**Kyle Jahner**  
IP Reporter

✉ X

- **COURT:** M.D. Fla.
- **DOCKET:** No. 8:23-cv-02594
- **COMPANY INFO:** [Lottery.com Inc.](#)

Lottery.com Inc. accused two founders of a company it bought of using stolen trade secrets months after the pair sued over millions they say the online lottery services company owes them.

John Brier Jr. and Bin Tu allegedly used Lottery.com proprietary information to solicit business for their new venture, Global Gaming Data LLC, alleged the complaint filed Tuesday in the US District Court for the Middle District of Florida. Cited secrets included software, business plans, and databases.

### Link to full article:

<https://news.bloomberglaw.com/ip-law/lottery-com-says-subsidiarys-execs-stole-secrets-amid-pay-fight>

# EXHIBIT D:

E-Mail Address

## 144: Issuer Information

Name of Issuer

SEC File Number

Address of Issuer

Phone

Name of Person for Whose Account the Securities are To Be Sold

See the definition of "person" in paragraph (a) of Rule 144. Information is to be given not only as to the person for whose account the securities are to be sold but also as to all other persons included in that definition. In addition, information shall be given as to sales by all persons whose sales are required by paragraph (e) of Rule 144 to be aggregated with sales for the account of the person filing this notice.

Relationship to Issuer

## 144: Securities Information

Title of the Class of Securities To Be Sold	Name and Address of the Broker	Number of Shares or Other Units To Be Sold	Aggregate Market Value	Number of Shares or Other Units Outstanding	Approximate Date of Sale	Name the Securities Exchange
Common	Charles Schwab Corp 3000 Schwab Way Westlake TX 76262	16500	11168.85	9228154	09/20/2024	Nasdaq

Furnish the following information with respect to the acquisition of the securities to be sold and with respect to the payment of all or any part of the purchase price or other consideration therefor:

## 144: Securities To Be Sold

Title of the Class	Date you Acquired	Nature of Acquisition Transaction	Name of Person from Whom Acquired	Is this a Gift?	Date Donor Acquired	Amount of Securities Acquired	Date of Payment	Nature of Payment *
Common	10/11/2023	Hardship Grants	Issuer	<input type="checkbox"/>		16500	10/11/2023	N/A

\* If the securities were purchased and full payment therefor was not made in cash at the time of purchase, explain in the table or in a note thereto the nature of the consideration given. If the consideration consisted of any note or other obligation, or if payment was made in installments describe the arrangement and state when the note or other obligation was discharged in full or the last installment paid.

Furnish the following information as to all securities of the issuer sold during the past 3 months by the person for whose account the securities are to be sold.