

STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
25-CVS-\_\_\_\_\_

RPAC RACING, LLC, d/b/a/ LEGACY  
MOTOR CLUB,

Plaintiff,

v.

RICK WARE RACING, LLC,

Defendant.

**VERIFIED COMPLAINT AND  
MOTIONS FOR TEMPORARY  
RESTRAINING ORDER AND  
PRELIMINARY INJUNCTION**

Plaintiff, RPAC Racing, LLC, d/b/a/ Legacy Motor Club, by and through undersigned counsel, hereby complains of Defendant Rick Ware Racing, LLC, and moves for a temporary restraining order and preliminary injunctive relief pursuant to Rule 65 of the North Carolina Rules of Civil Procedure as follows:

**INTRODUCTION**

1. NASCAR racing team Legacy Motor Club (“**Legacy**”) proudly carries the torch of NASCAR’s most storied traditions and brightest modern-era star. Formed through the combination of Richard Petty Motorsports, the former team of NASCAR legend Richard “the King” Petty, and GMS Racing in 2021, Legacy now races under the stewardship of its majority-owner and seven-time NASCAR Cup Series champion Jimmie Johnson.

2. Legacy is a NASCAR-approved team owner that currently owns and operates two NASCAR Charters. To compete in NASCAR races, each team must either race under one of the 36 NASCAR Charters, which guarantee entry into the field of every NASCAR Cup Series points race, or else qualify for one of the four remaining spots in each race as a non-chartered “open”

team. Notably, a chartered team may lease its Charter to another team for one season, but each Charter may only be subject to a lease once every seven years.

3. A NASCAR Charter operates much like a team franchise. Introduced in 2016, these Charters are critical to any NASCAR team seeking to operate in the premier NASCAR Cup Series. With a Charter in hand, a team secures a spot for the car associated with that Charter in each Cup Series race. This provides steady and certain revenue allocations from Cup Series advertising and other sources, enhancing chartered teams' sponsorship and media opportunities in turn. The 36 total Charters are all transferable, and NASCAR teams buy, sell, and lease them. NASCAR rules dictate that teams can only hold three Charters at a time, [REDACTED]

[REDACTED] Given the scarcity of the asset, opportunities to purchase Charters arise infrequently, and sellers are able to price Charters based on a buyer's need. Suffice it to say, finding the right resale partner and Charter to purchase can be a rare and arduous process.

4. In October 2024, Legacy—which already possesses two Charters—began working to identify a third Charter to purchase in order to expand its slate of cars and drivers for the upcoming 2026 season. Legacy learned that a Charter owned by Rick Ware Racing, LLC (“RWR”)—led by its owner and former driver Rick Ware—was on the market for purchase. Strapped for cash, and unable to compete at a Cup Series level by its own admission, RWR needed to sell one of its two Charters. So, on the morning of January 6, 2025, Legacy's CEO Calvin “Cal” Wells III met with RWR's representatives—Rick Ware, and his broker T.J. Puchyr—to strike a deal. They did. On March 3, 2025, Legacy and RWR executed a Charter Purchase Agreement (the “**Agreement**”).

5. The parties' Agreement is straightforward, and its subject clear. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The parties further agreed on payment terms. [REDACTED]

[REDACTED]

[REDACTED]

6. Despite having a binding deal in place, RWR wants to back out. It has told Legacy that it will not, under any circumstances, close the parties' transaction. Legacy has tried to talk sense into RWR, to no avail. Legacy's patience has run out. It now brings this suit to enforce its rights and hold RWR to its deal.

7. Legacy and RWR executed their Agreement on March 3, 2025. Not only did the parties sign the Agreement, they initialed every page for good measure. Indeed, the parties' agreement [REDACTED] has been clear from almost the beginning of the parties' negotiations.

8. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.

[REDACTED]

10. RWR's position is belied both by the plain text of the Agreement and the contemporaneous written communications surrounding the parties' negotiations. [REDACTED]

[REDACTED]

11.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. [REDACTED]

[REDACTED]

[REDACTED]

#### **PARTIES**

16. RPAC Racing, LLC, d/b/a/ Legacy Motor Club, is a limited liability company incorporated under the laws of the State of Delaware. It maintains its registered office at 310 West Aviation Drive, Statesville, North Carolina, 28677.

17. Rick Ware Racing, LLC, is a limited liability company incorporated under the laws of the State of North Carolina. On information and belief, it maintains its registered office at 210 Raceway Drive, Mooresville, North Carolina, 28117.

#### **JURISDICTION**

18. This Court possesses subject matter jurisdiction over the Defendant under N.C. Gen. Stat. § 7A-243, as a civil suit in which the amount in controversy exceeds \$25,000.

19. This Court possesses personal jurisdiction over the Defendant under N.C. Gen. Stat. § 1-75.4.(1)(c), as a domestic limited liability company with its principal place of business in North Carolina, that maintains a place of business and regularly carries on business in North Carolina.

## **VENUE**

20. Venue for this action is proper in Mecklenburg County, North Carolina under the Agreement's Forum-Selection Clause. [REDACTED]

## **FACTUAL ALLEGATIONS**

### **I. The Parties.**

21. Legacy Motor Club proudly lives up to its name. With the keen insight that legacies are as much about the past as about the future, this NASCAR team wears the proud banner of the sport's rich history of grit and determination.

22. Legacy's stakeholders and drivers rank in the top-flight of American motorsports, past and present. Team Ambassador Richard "the King" Petty is known as the most accomplished driver in NASCAR history, with seven Daytona 500 wins, seven NASCAR Cup Series Championship wins, and 200 total wins. Legacy, in fact, is the successor to Richard Perry Motorsports and races the historic number 43.

23. Only two other drivers have won seven Cup Series Championships. One is the late Dale Earnhardt and the other is Legacy's majority owner, Jimmie Johnson.

24. Legacy's CEO, Calvin "Cal" Wells III, first founded an American racing team, PPI Motorsports, in 1979 at just 24 years of age. In partnership with Toyota, PPI won multiple off-road championships, led Toyota's successful involvement in IndyCar, and was one of Toyota's cornerstones when it entered NASCAR. After leading this NASCAR Cup Series-winning team to success, Mr. Wells led the restructuring of Michael Waltrip Racing, and founded LNGA Consulting to provide trusted advice to diverse motorsports teams. Mr. Wells joined Legacy on July 26, 2023, bringing 40 years of widely-respected experience to steer the team into the future.

25. At the exact same time that Legacy has charted a path forward, RWR has flagged and flailed in the rear.

26. After a brief time as a driver in the NASCAR Cup Series, Mr. Ware quit racing and took on the business side of his father's racing team, Ware & Sons. In 2004, he renamed his family's team to Rick Ware Racing.

27. On information and belief, RWR has recently faced mounting financial pressures, which has prompted Mr. Ware to sell one of RWR's Charters.

## **II. The Agreement.**

28. On March 3, 2025, RWR and Legacy executed the parties' Agreement providing for the sale of one of RWR's Charters (the "Sale Charter") to Legacy for the NASCAR Cup Series. *See Exhibit A.*

29. NASCAR sanctions over 1,500 races every year at over 100 tracks, but the crown jewel of NASCAR is the Cup Series, stock car racing's highest level of professional competition, consisting of 36 races at tracks across the United States, including iconic locations like Daytona International Speedway and Charlotte Motor Speedway. The Cup Series began in 1949 as the Strictly Stock Division, and from 1950 to 1970 was known as the Grand National Division. The "Cup Series" name began in 1971 when the series began leasing its naming rights to R.J. Reynolds Tobacco Company. The series was then referred to as the NASCAR Winston Cup Series, marking the beginning of NASCAR's modern era.

30. In 2016, NASCAR completely revamped how the Cup Series operates. For the first time in its history, NASCAR introduced the equivalent of team franchises, called "Charters." Holding a Charter is critical to a race team because, among other things, a car racing under a Charter is guaranteed a spot in every NASCAR Cup Series race, receives a guaranteed share of the purse for each race, and receives a portion of revenue from television and other sources. There are only 36 total NASCAR Charters, and their value has skyrocketed over the last ten years. The initial Charters were distributed for free to three-dozen teams that NASCAR



believed would exhibit the highest levels of commitment to the sport. By 2023, Charters were trading at a \$40 million market value.

31.

[REDACTED]

32.

[REDACTED]

33.

[REDACTED]

34.

[REDACTED]

35.

[REDACTED]

36. [REDACTED]

[REDACTED]

37. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

38. [REDACTED]

[REDACTED]

[REDACTED]

39. [REDACTED]

[REDACTED]

40. [REDACTED]

[REDACTED]

41. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**III. The Parties Negotiate The Agreement.**

42. This understanding is consistent with the parties' negotiations leading up to and following the Agreement's execution.

43. [REDACTED]

[REDACTED]

[REDACTED]

44. [REDACTED]

[REDACTED]

45. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

46. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

47. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

48. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

49. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

50.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

51.

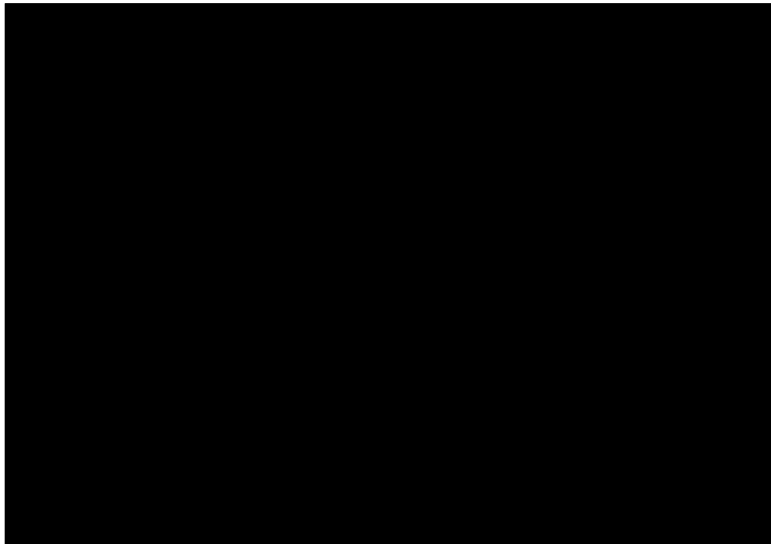
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



52. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

53. The parties' negotiations continued apace. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

54. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

55. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

56. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

57. [REDACTED]

[REDACTED]

[REDACTED]

58.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

59.

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

60. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

61.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IV. The Parties Execute The Agreement.

62. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

63. [REDACTED]

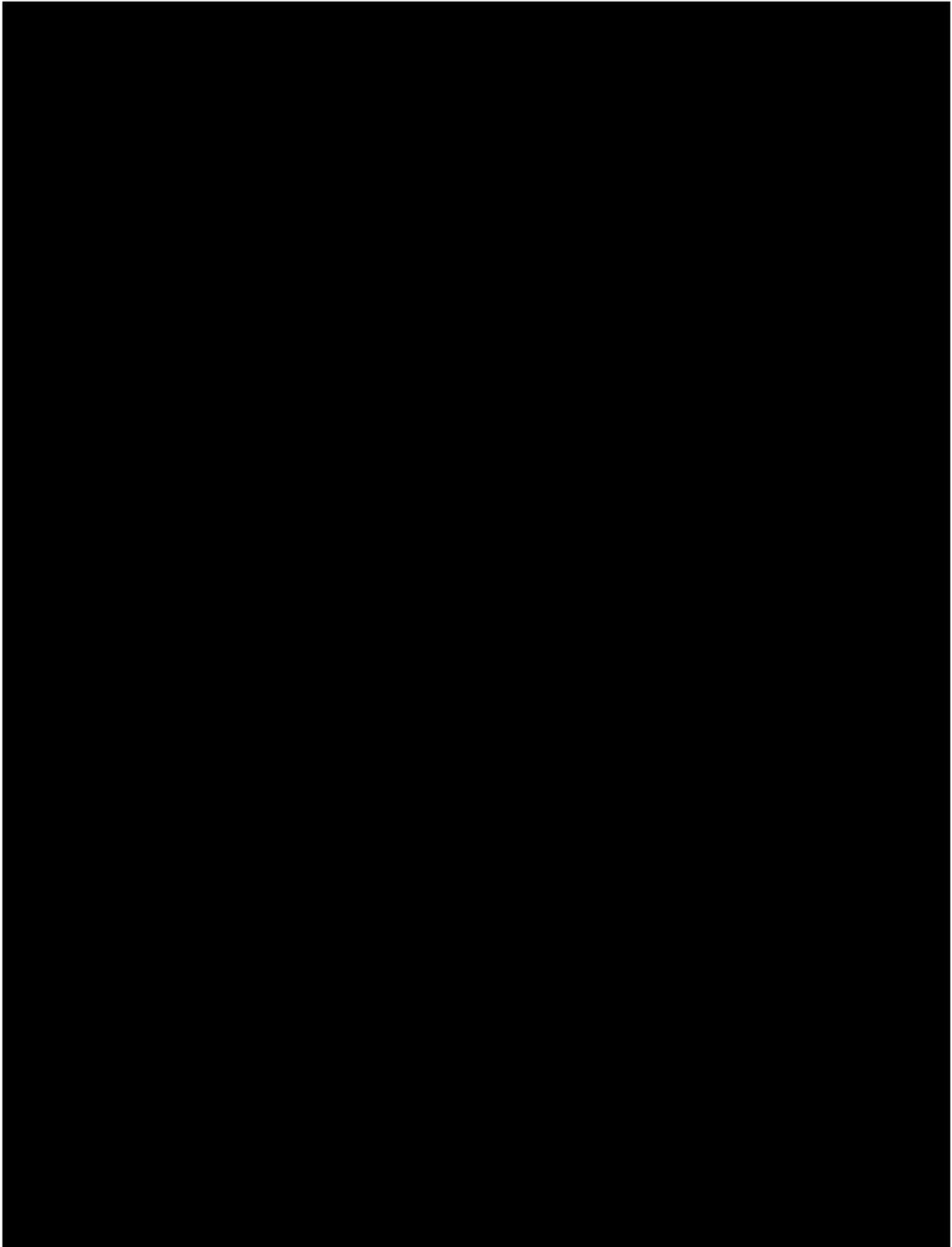
[REDACTED]

64. [REDACTED]

[REDACTED]

65. [REDACTED]

[REDACTED]



66.

[Redacted text line]

[Redacted text line]

67.

[Redacted text line]

[Redacted text line]

V. Legacy Uncovers The Truth.

68.

[REDACTED]

69.

[REDACTED]

70.

[REDACTED]

71.

[REDACTED]

72.

[REDACTED]

73.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

74. [REDACTED]

[REDACTED]

[REDACTED]

**VI. RWR Gets Cold Feet.**

75. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

76. [REDACTED]

[REDACTED]

[REDACTED]

77. [REDACTED]

[REDACTED]

[REDACTED]

78. [REDACTED]

[REDACTED]

79. [REDACTED]

[REDACTED]

[REDACTED]

80. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

81. [REDACTED]

[REDACTED]

82. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

83. [REDACTED]

[REDACTED]



[REDACTED]

84. [REDACTED]

[REDACTED]

85. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

86. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

87. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

88. [REDACTED]

[REDACTED]

[REDACTED]

89. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

VII. [REDACTED]

90. Legacy has no choice but to seek court intervention. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

[REDACTED]

[REDACTED]

92. [REDACTED]

[REDACTED]

**FIRST CLAIM FOR RELIEF:**

[REDACTED]

93. Legacy incorporates herein by reference the preceding paragraphs of this Complaint as if fully set forth in this paragraph.

94. [REDACTED]

[REDACTED]

95. [REDACTED]

[REDACTED]

96. [REDACTED]

[REDACTED]

97. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

98. [REDACTED]

[REDACTED]

[REDACTED]

99. [REDACTED]

[REDACTED]

[REDACTED]

100. [REDACTED]

[REDACTED]

[REDACTED]

101. [REDACTED]

[REDACTED]

[REDACTED]

**SECOND CLAIM FOR RELIEF:**

[REDACTED]

102. Legacy incorporates herein by reference the preceding paragraphs of this Complaint as if fully set forth in this paragraph.

103. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

104. [REDACTED]

105. [REDACTED]

[REDACTED]

106. [REDACTED]

[REDACTED]

[REDACTED]

107. [REDACTED]

[REDACTED]

108. [REDACTED]

[REDACTED]

109. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**MOTIONS FOR TEMPORARY RESTRAINING ORDER**  
**AND PRELIMINARY INJUNCTION**

1. Legacy restates and incorporates by reference the preceding paragraphs of the foregoing Verified Complaint (“Verified Compl.”) as if fully set forth herein.

2. Legacy moves for and is entitled to a temporary restraining order and preliminary injunction [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

3. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

4. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

5.

6.

**I. Legal Standards.**

7. Legacy moves the Court for a prohibitory injunction, which “seeks to preserve the status quo, until the rights of the parties can be determined, by restraining the party enjoined from doing particular acts.” *Auto. Dealer Res., Inc. v. Occidental Life Ins. Co. of N.C.*, 15 N.C. App. 634, 639, 190 S.E.2d 729, 732 (1972) (citations omitted).

8. A temporary restraining order and preliminary injunction will issue “(1) if a plaintiff is able to show a likelihood of success on the merits of his case and (2) if a plaintiff is likely to sustain irreparable loss unless the injunction is issued, or if, in the opinion of the Court,

issuance is necessary for the protection of a plaintiff's rights during the course of litigation.” *A.E.P. Indus., Inc. v. McClure*, 308 N.C. 393, 401, 302 S.E.2d 754, 759–60 (1983) (citations omitted). Trial courts “should engage in a balancing process, weighing potential harm to the plaintiff if the injunction is not issued against the potential harm to the defendant if injunctive relief is granted.” *Kaplan v. Prolife Action League of Greensboro*, 111 N.C. App. 1, 16, 431 S.E.2d 828, 835 (1993) (citation and quotation omitted), *overruled on other grounds by Sharpe v. Worland*, 351 N.C. 159, 522 S.E.2d 577 (1999).

9. Such relief is appropriate “when irreparable injury is real and immediate. Its purpose is to preserve the status quo of the subject matter involved until a trial can be had on the merits.” *United Tel. Co. of Carolinas, Inc. v. Universal Plastics, Inc.*, 287 N.C. 232, 235, 214 S.E.2d 49, 51 (1975). “[I]t is obvious that a court cannot restrain the doing of an act which already has been consummated.” *Roberts v. Madison County Realtors Ass’n, Inc.*, 344 N.C. 394, 401–02, 474 S.E.2d 783, 788 (citing *Fulton v. City of Morganton*, 260 N.C. 345, 347, 132 S.E.2d 687, 688 (1963)).

10. Legacy’s requests for relief satisfy both legal standards. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

11. Absent the entry of a temporary restraining order and preliminary injunction, [REDACTED] thereby obstructing or even foreclosing the Court's ability to grant relief. This will cause Legacy immediate and irreparable harm. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

If RWR is not enjoined immediately, Legacy will suffer irreparable harm.

**II. Legacy Is Likely To Succeed On The Merits.**

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. [REDACTED]

[REDACTED]

[REDACTED]

A. Legacy's Claims [REDACTED] Are Meritorious.

14. Under Delaware law,<sup>2</sup> courts maintain the equitable power [REDACTED]

[REDACTED]

15. [REDACTED]

[REDACTED]

---

<sup>2</sup> [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19. [REDACTED]

[REDACTED]

20. [REDACTED]

[REDACTED]

21.

[REDACTED]

22.

[REDACTED]

23.

[REDACTED]

[REDACTED]

24. [REDACTED]

[REDACTED]

25. [REDACTED]

[REDACTED]

B. [REDACTED]

26. [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

27.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

28.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

29.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

30.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

31.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

32.

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

33. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

34. [REDACTED]

[REDACTED]

[REDACTED]

C. [REDACTED]

35. [REDACTED]

[REDACTED]

36. [REDACTED]

[REDACTED]

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37. [REDACTED]

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38. [REDACTED]

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[REDACTED]  
[REDACTED]  
[REDACTED]

39. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

40. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

41. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**PRAYER FOR RELIEF**

WHEREFORE, Legacy, having set forth its allegations and claims against RWR, respectfully prays the Court to grant the following relief:

1. That the Court issue a temporary restraining order and preliminary injunction pursuant to North Carolina Rule of Civil Procedure 65 enjoining [REDACTED] [REDACTED] thereby enforcing the status quo until the underlying merits of this litigation are decided;

2. [REDACTED]

[REDACTED]

3. [REDACTED]

[REDACTED]

[REDACTED]

4. That the Court award to Legacy its costs, expenses, and fees, including reasonable attorney's fees, pursuant to contract and applicable statutory authority and common law; and

5. That the Court grant such other and further relief as the Court deems just and proper.

This the 1st day of April, 2025.

Respectfully submitted,

/s/ Lee M. Whitman

Lee M. Whitman

NC Bar No. 20193

D. Scott Hazelgrove, II

NC Bar No. 57618

WYRICK ROBBINS YATES & PONTON LLP

4101 Lake Boone Trail, Suite 300

Raleigh, North Carolina 27607

Telephone: (919) 791-4000

Facsimile: (919) 781-4865

lwhitman@wyrick.com

shazelgrove@wyrick.com

Alex Spiro (*pro hac vice* pending)

QUINN EMANUEL URQUHART &

SULLIVAN, LLP

295 5th Avenue, 9<sup>th</sup> Floor

New York, NY 10016

Phone: (212) 849-7000

Fax: (212) 849-7100

Email: alexspiro@quinnemanuel.com

Keith H. Forst (*pro hac vice* pending)

Paul D. Henderson (*pro hac vice* pending)

QUINN EMANUEL URQUHART &

SULLIVAN, LLP

1300 I Street NW, Suite 900

Washington, DC 20005

Phone: (202) 538-8000

Fax: (202) 538-8100

Email: keithforst@quinnemanuel.com

Email: paulhenderson@quinnemanuel.com

Justin C. Griffin (*pro hac vice* pending)

QUINN EMANUEL URQUHART &

SULLIVAN, LLP

865 S. Figueroa St., 10<sup>th</sup> Floor

Los Angeles, CA 90017

Phone: (213) 443-3000

Fax: (213) 443-3100

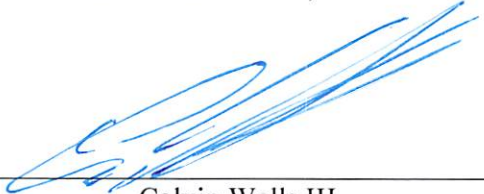
Email: justingriffin@quinnemanuel.com

*Attorneys for Plaintiff Legacy Motor Club*


**EXHIBIT A**  
**Filed Under Seal**

**VERIFICATION**

Calvin Wells III, being duly sworn, deposes and says that he is the Chief Executive Officer of Legacy Motor Club that he has read the foregoing **VERIFIED COMPLAINT AND MOTIONS FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**, as well as the documents and exhibits referenced therein, and is personally familiar with the contents thereof, that same is true of his own knowledge except as to those matters as may therein be alleged upon information and belief and as to those matters, he believes them to be true.

  
\_\_\_\_\_  
Calvin Wells III

SWORN TO and subscribed before me  
by CALVIN WELLS III, who is  
personally known to me, on this 15<sup>th</sup>  
day of APRIL, 2025.

  
\_\_\_\_\_  
Notary Public

WENDY S. AXTELL  
\_\_\_\_\_  
Notary Public – Printed Name

My Commission expires: August 16, 2027

