

1 JOHN NEUKOM (SBN 275887)  
john.neukom@skadden.com  
2 PATRICK HAMMON (255047)  
patrick.hammon@skadden.com  
3 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
525 University Avenue  
4 Palo Alto, California 94301  
Telephone: (650) 470-4500  
5 Facsimile: (650) 470-4570

6 Attorney for Plaintiff  
TELEGRAM MESSENGER INC  
7  
8

9 **UNITED STATES DISTRICT COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA**  
11 **SAN FRANCISCO DIVISION**  
12

13 TELEGRAM MESSENGER INC,  
14

Plaintiff,  
15

vs.  
16

LANTAH, LLC,  
17

Defendant.  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CASE NO. 18-cv-2811

**PLAINTIFF TELEGRAM MESSENGER  
INC'S COMPLAINT FOR:**

1. **FALSE DESIGNATION OF  
ORIGIN;**
2. **TRADEMARK INFRINGEMENT;  
AND**
3. **UNFAIR COMPETITION**

**JURY TRIAL DEMANDED**

1 Plaintiff Telegram Messenger Inc (“Telegram Messenger”) by its attorneys, for its  
2 Complaint against Defendant Lantah LLC (“Defendant” or “Lantah”), upon personal knowledge  
3 as to its own facts and conduct and on information and belief as to all other matters, states and  
4 alleges as follows:

5 **INTRODUCTION**

6 1. This is an action alleging false designation of origin under 15 U.S.C. § 1125,  
7 common law trademark infringement, and unfair competition under Cal. Bus. & Prof. Code  
8 § 17200.

9 2. This action concerns service mark rights used in connection with cryptocurrencies,  
10 digital assets designed to work as a medium of exchange that use cryptography to secure  
11 transactions, control the creation of additional units, and verify the transfer of assets.

12 3. Cryptocurrencies allow users to transact business from anywhere in the world with  
13 an internet connection, without requiring a centralized third party such as a bank or government to  
14 verify or clear transactions.

15 4. Telegram Messenger, including with affiliated companies (collectively,  
16 “Telegram”) previously adopted the service mark GRAM, and has used that mark in connection  
17 with financial products and services it intends to offer to customers, namely providing a  
18 cryptocurrency (or virtual currency) for use by members of the Telegram Open Network (“TON”),  
19 which network Telegram is working to launch in the fourth quarter of 2018.

20 5. As a consequence of its extensive activities in commerce in support of its  
21 cryptocurrency and TON, including successfully executing purchase agreements for GRAMs (the  
22 “Purchase Agreements”), Telegram has established service mark rights in the mark GRAM for  
23 financial products and services relating to cryptocurrency. The named plaintiff Telegram  
24 Messenger is the owner and/or assignee of all rights to the GRAM mark, and other companies  
25 affiliated with Telegram Messenger (such as Telegram Messenger’s parent corporation, Telegram  
26 Group Inc.) use the GRAM mark with the permission of Telegram Messenger.

27 6. Defendant Lantah has indicated in a recent governmental filing that it intends to use  
28 the mark GRAM at some point in the future for a virtual currency for use by members of an on-

1 line community it apparently wants to create.

2       7. While Lantah has recently indicated that it intends to use the GRAM mark at some  
3 point in the future in relation to cryptocurrency, Telegram has already been doing so in the past, in  
4 commerce, with substantial success, and with priority over Lantah. Telegram Messenger thus has  
5 prior rights in the mark GRAM as used in connection with cryptocurrency and related financial  
6 products and services, and brings this lawsuit seeking preliminary and permanent injunctive relief  
7 to ensure that Lantah does not deceive or confuse consumers, or potential consumers, or otherwise  
8 cause harm to Telegram.

9       8. If Lantah's infringing activities are not enjoined, such actions will cause significant  
10 confusion among consumers and cause significant harm to Telegram.

11 **PARTIES**

12       9. Plaintiff Telegram Messenger Inc is an entity organized under the laws of the  
13 British Virgin Islands with registered offices at Vistra Corporate Services Centre, Wickhams Cay  
14 II, Road Town, Tortola, British Virgin Islands, VG 1110 and is a wholly owned subsidiary of  
15 Telegram Group Inc. Telegram Group Inc. is an entity organized under the laws of the British  
16 Virgin Islands with its registered office at Vistra Corporate Services Centre, Wickhams Cay II,  
17 Road Town, Tortola, British Virgin Islands, VG 1110.

18       10. Defendant Lantah is a limited liability company organized under the laws of  
19 Florida, maintaining its principal place of business at 7010 Potomac Drive, Port Richey, Florida  
20 34668.

21 **JURISDICTION AND VENUE**

22       11. This Court has subject matter jurisdiction over the Lanham Act claims asserted  
23 herein pursuant to 28 U.S.C. §§ 1331 and 1338(a). This Court has subject matter jurisdiction over  
24 the related state law claims raised in this action pursuant to 28 U.S.C. §§ 1338(b) and 1367.

25       12. This Court also has subject matter jurisdiction under 28 U.S.C. § 1332(b), as this  
26 dispute is between a party (Lantah) incorporated and having its principal place of business in  
27 Florida and a subject (Telegram Messenger) of a foreign state, and the amount in controversy  
28 exceeds \$75,000, exclusive of interest and costs.

1           13.     Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1), (2) and/or (3).  
2     As to § 1391(b)(1), this is a District “in which any defendant [Lantah] resides” and “all defendants  
3     [Lantah] are residents of the State in which the district is located.” That is the case because Lantah  
4     is subject to this Court’s personal jurisdiction with respect to this action. *See* 28 U.S.C.  
5     § 1391(c)(2).

6           14.     As to § 1391(b)(2), a “substantial part of the events . . . giving rise to the claim[s]  
7     occurred” in this District given that, *inter alia*, Telegram has successfully executed numerous  
8     Purchase Agreements with purchasers in this District using the GRAM service mark, establishing  
9     Telegram Messenger’s priority in the mark, and Lantah’s recent trademark filing (claiming an  
10    intent to use the mark) would undermine and damage Telegram Messenger’s mark, including by  
11    giving rise to confusion among consumers (including those purchasers in this District with whom  
12    Telegram has successfully executed Purchase Agreements using the GRAM mark).

13          15.     Personal jurisdiction is proper for numerous reasons. First, Lantah has been  
14    attempting and/or is planning to transact business in the State of California, has engaged in or  
15    plans to engage in tortious acts within the State of California, and has other contacts with the State  
16    of California, as evidenced by Lantah’s recent actions to register the mark. Second, Lantah has  
17    unlawfully claimed Telegram Messenger’s service mark while knowing (actually or  
18    constructively) that Telegram has been using the mark to successfully execute Purchase  
19    Agreements with purchasers inside California. (By way of example, publicly available news  
20    reports published before Lantah’s trademark registration filing disclosed that Telegram executed  
21    Purchase Agreements with notable venture capital firms located in Silicon Valley.) Third,  
22    Lantah’s improper use of Telegram Messenger’s mark is likely to confuse consumers located  
23    inside this District, which is especially important given that Telegram has already executed  
24    Purchase Agreements using the GRAM service mark with purchasers located in this District.

## 25                                   **BACKGROUND FACTS**

### 26                                   **History of Telegram**

27          16.     The “Telegram Group” was founded in 2013 with the primary mission of  
28    developing online products and services using encrypted technology.

1           17.     Telegram’s first project was a messaging application with a particular focus on  
2 speed and security (“Telegram Messenger App”).

3           18.     Within a few months after its launch, the Telegram Messenger App had attracted  
4 millions of users, and received positive reviews from both users and the press.

5           19.     In early 2018, the Telegram Messenger App had 200 million monthly users  
6 worldwide, with 500,000 new users joining daily, and was delivering 70 billion messages every  
7 day.

8                   **The Telegram Open Network and the Gram Cryptocurrency**

9           20.     The architecture of existing “general distributed ledgers,” also known as  
10 “blockchains,” that support the development and exchange of most cryptocurrencies today  
11 presents a number of limitations that prevent these cryptocurrencies from gaining widespread use  
12 and adoption.

13           21.     Most significantly, such blockchains are not fully scalable, resulting in slow  
14 transaction speeds as the network grows. This means that cryptocurrencies built on such networks  
15 cannot realistically be used as a medium of exchange in lieu of fiat currencies or credit cards.

16           22.     As a result, the current market of goods and services that can be purchased using  
17 cryptocurrencies is limited.

18           23.     The user interfaces associated with existing blockchain networks and  
19 cryptocurrencies also tend to be confusing or overwhelming for the average consumer.

20           24.     Most cryptocurrencies also need to develop a large network of users to be viable.

21           25.     Telegram’s core development team recognized these limitations, and given its  
22 strong experience in cryptography and distributed computing, embarked in 2017 to develop the  
23 Telegram Open Network (“TON”), a new blockchain that will be fully scalable, and able to  
24 support a robust cryptocurrency.

25           26.     The over 200 million member Telegram Messenger App user base would also  
26 facilitate the network effect that is important for the adoption of a new cryptocurrency.

27           27.     In developing TON, Telegram recognized that it could take advantage of the  
28 significant goodwill in its existing brand, and large customer base, to create a widely adopted

1 blockchain network and cryptocurrency.

2 **TON Purchase Agreements**

3 28. Telegram is, in part, funding the development and creation of TON through the  
4 offering of Purchase Agreements to certain individuals and entities, including those in the United  
5 States and those specifically in this District.

6 29. Although GRAMs will not be released to purchasers until such time that the  
7 development team determines that TON is ready to be launched, purchasers will receive a set  
8 amount of GRAMs (determined based on a pricing formula) from TON Issuer Inc. (a wholly  
9 owned subsidiary of Telegram Group Inc.) when the GRAMs are released, subject to satisfaction  
10 of the conditions set forth in their respective Purchase Agreements with Telegram and TON Issuer  
11 Inc.

12 30. Throughout December 2017, Telegram's offering of Purchase Agreements was  
13 widely reported on by many financial and industry publications. Attached hereto as **Exhibit A** are  
14 examples of such articles, including:

15 (a) a December 22, 2017, article from cryptocurrency publication

16 *Cointelegraph*;

17 (b) a December 22, 2017, article in the *International Business Times*

18 *News*; and

19 (c) a December 27, 2017, article from ICO publication *ICO Watch List*.

20 31. On or around January 29, 2018, the first Purchase Agreement was executed by  
21 Telegram and TON Issuer Inc.

22 32. By February 25, 2018, Telegram had executed Purchase Agreements with 35  
23 purchasers in the U.S., including 30 California-based purchasers, many of whom are based inside  
24 this District.

25 33. As a consequence of Telegram's widely reported on and highly successful offering  
26 of Purchase Agreements, it has used the mark GRAM in interstate commerce in the United States,  
27 and in this District, and has established common law service mark rights in the mark GRAM in  
28 connection with the offering of virtual currency to be used with TON.

34. Not only has it been widely reported since late 2017 that Telegram’s offering of Purchase Agreements (using the GRAM mark) has been successful, it has also been the case that it has been widely reported that such successful offering has included executing Purchase Agreements with purchasers located inside the Northern District of California. For example, by February 21, 2018, it was being reported publicly that Telegram had executed Purchase Agreements with Sequoia Capital and Benchmark, both headquartered here in this District.

### **Defendant’s Infringing and Unfair Conduct**

35. After it was publicly reported that Telegram’s offering of Purchase Agreements to Silicon Valley investors had been successful, namely on or about February 25, 2018, Lantah filed an intent to use trademark application (Application No. 87/810,181) at the U.S. Patent and Trademark office covering the mark GRAM for “financial services, namely, providing a virtual currency for use by members of an on-line community via a global computer network” (the “ITU Application”). A copy of the ITU Application is attached hereto as **Exhibit B**.

36. On or about March 9, 2018, Lantah initiated a so-called initial coin offering (“ICO”) using the mark “gram.”

37. Both the filing of the ITU Application and the initiation of Lantah’s ICO post-date Telegram’s date of first use of its GRAM service mark in interstate commerce and Telegram Messenger’s rights in the GRAM mark accordingly predate those of Lantah.

38. Lantah’s use of “gram” for a cryptocurrency will inevitably cause a likelihood of consumer confusion, harm the goodwill in Telegram’s service mark, and cause confusion as to the source, origin, and/or sponsorship of Telegram’s cryptocurrency services.

39. Because of the nature of cryptocurrencies, Lantah’s use of “gram” will further cause confusion among consumers as to which cryptocurrency is being used in any particular transaction, thereby causing harm to consumers and to Telegram.

### **FIRST CLAIM**

#### **(False Designation of Origin Under 15 U.S.C. § 1125)**

40. Telegram Messenger incorporates by reference the allegations in the preceding paragraphs of the Complaint.

1           41. By virtue of having used and continuing to use the GRAM mark in commerce,  
2 including in California, Telegram Messenger has acquired common law trademark rights in the  
3 GRAM mark.

4           42. Lantah has used and continues to use a service mark that is confusingly similar to  
5 Telegram's GRAM mark without Telegram Messenger's consent.

6           43. Lantah's unauthorized use in commerce of a service mark that is confusingly  
7 similar to Telegram Messenger's GRAM mark has caused and is likely to continue to cause  
8 confusion or mistake, or to deceive consumers and potential consumers, the public, and the trade  
9 concerning an affiliation, connection, or association between Lantah and Telegram when there is  
10 no such affiliation, connection, or association.

11           44. Lantah's activities, alleged herein, have a substantial economic effect on interstate  
12 commerce.

13           45. Lantah's activities, alleged herein, constitute false designation of origin within the  
14 meaning of 15 U.S.C. § 1125(a).

15           46. Telegram Messenger has been irreparably injured by Lantah's false and misleading  
16 conduct in violation of 15 U.S.C. § 1125(a).

17           47. Lantah acted willfully, with knowledge of Telegram Messenger's rights in the  
18 GRAM mark, and those acts constitute a willful violation of the Lanham Act.

19           48. As a result of this false designation of origin, Telegram Messenger has suffered  
20 irreparable injury and, unless Lantah's infringement is enjoined by the Court, Telegram Messenger  
21 will continue to suffer irreparable harm. There is no adequate remedy at law for the harm caused  
22 by Lantah's infringing conduct.

23                                   **SECOND CLAIM**

24                                   **(Common Law Trademark Infringement)**

25           49. Telegram Messenger incorporates by reference the allegations in the preceding  
26 paragraphs of the Complaint.

27           50. By virtue of having used and continuing to use the GRAM mark in commerce,  
28 including in California, Telegram Messenger has acquired common law trademark rights in the



1 GRAM mark.

2 51. Lantah's stated intent to use and use of a mark that is confusingly similar to the  
3 GRAM mark infringes Telegram Messenger's common law trademark rights in the GRAM mark  
4 and is likely to cause confusion, mistake, or deception among consumers, who will believe that  
5 Lantah's services originate from, or are affiliated with, or are endorsed by Telegram, including  
6 Telegram Messenger, when, in fact, they are not.

7 52. By virtue of acts complained of herein, Lantah has intentionally caused a likelihood  
8 of confusion among the public and has unfairly competed with Telegram Messenger in violation  
9 of the common law of the State of California.

10 53. As a direct and proximate result of Lantah's common law trademark infringement  
11 and unfair competition, Telegram Messenger has suffered, and unless Lantah is enjoined by this  
12 Court will continue to suffer, irreparable injury to Telegram Messenger's business, reputation, and  
13 goodwill in the GRAM mark for which Telegram Messenger has no adequate remedy at law.

14 54. As a direct and proximate result of Lantah's common law trademark infringement  
15 and unfair competition, Telegram Messenger has been forced to retain counsel to prosecute this  
16 claim and is entitled to recover its attorneys' fees and costs incurred herein.

17 **THIRD CLAIM**

18 **(Unfair Competition Under Cal. Bus. & Prof. Code § 17200)**

19 55. Telegram Messenger incorporates by reference the allegations in the preceding  
20 paragraphs of the Complaint.

21 56. In the course of conducting its business, Lantah's conduct—specifically, its use of  
22 a service mark confusingly similar to Telegram Messenger's GRAM mark in a manner that is  
23 likely to cause consumer confusion—constitutes unfair competition and unfair business practice in  
24 violation of California Business and Professions Code § 17200.

25 57. As a result of this unfair competition and unfair business practice, Telegram  
26 Messenger has suffered irreparable injury to its business, reputation, and goodwill in its GRAM  
27 mark. Telegram Messenger will continue to suffer irreparable injury unless Lantah's misconduct  
28 is enjoined.

**PRAYER FOR RELIEF**

WHEREFORE, Telegram Messenger respectfully requests that this Court enter judgment in its favor on each and every claim for relief set forth above and award it relief including, but not limited to an Order:

1. Finding that: (i) Lantah has violated Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)); (ii) Lantah has committed trademark infringement under California common law; and (iii) Lantah has committed unfair competition under California state law;

2. Entering a preliminary and permanent injunction enjoining and restraining Lantah from using in commerce or in connection with any goods or services any mark, name, or design that creates a likelihood of confusion with Telegram's GRAM service mark and from engaging in any other acts of unfair competition and in engaging in false designation of origin;

3. Awarding Telegram Messenger its actual costs and attorneys' fees incurred in bringing this action pursuant to 15 U.S.C. § 1125(c) and California Business and Professions Code § 17200; and

4. Granting such other relief the Court deems just and proper.

Dated: May 11, 2018

SKADDEN, ARPS, SLATE MEAGHER & FLOM LLP

/s/ John M. Neukom

Attorney for Plaintiff  
TELEGRAM MESSENGER INC

JURY TRIAL DEMANDED

Pursuant to Rule 38(a) of the Federal Rules of Civil Procedure, Plaintiff hereby demands trial by jury of all issues properly triable of right by a jury.

Dated: May 11, 2018

SKADDEN, ARPS, SLATE MEAGHER & FLOM LLP

/s/ John M. Neukom

Attorney for Plaintiff  
TELEGRAM MESSENGER INC

# EXHIBIT A





**PDATA TOKEN**  
secure trading of personal data

# MONETIZE YOUR DATA

**opiria.io**

([https://servedbyadbutler.com/redirect.spark?](https://servedbyadbutler.com/redirect.spark?MID=169476&plid=742691&setID=289765&channelID=0&CID=0&banID=519554613&PID=0&textadID=0&tc=1&mt=15233826675149198)

MID=169476&plid=742691&setID=289765&channelID=0&CID=0&banID=519554613&PID=0&textadID=0&tc=1&mt=15233826675149198

BTC \$ 6,865 (/bitcoin-price-index) | ETH \$ 413 (/ethereum-price-index) | LTC \$ 114 (/ltc-price-index) | XRP \$ 0.49 (/xrp-price-index) | XMR \$ 168 (/xmr-price-index)

By David  
Dinkins

DEC 22, 2017

## Exclusive: Telegram to Release Blockchain Platform, Native Cryptocurrency

155076 Total views

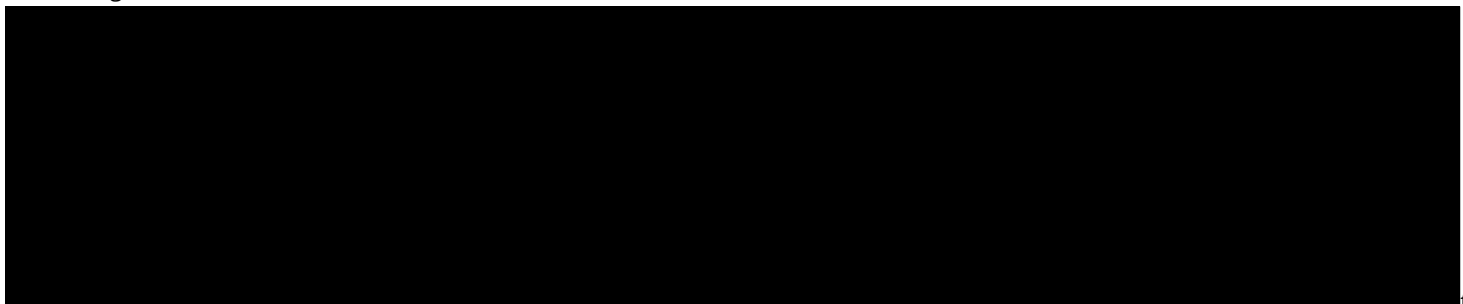
1455 Total shares



EXCLUSIVE

The popular encrypted messaging app Telegram (<https://cointelegraph.com/tags/telegram>) will launch its own Blockchain platform and cryptocurrency, according to sources familiar with the matter. The new platform will be dubbed either “The Open Network” or “Telegram Open Network” (TON) and is supposed to be based on an improved version of Blockchain technology.

Initial reports of the new platform surfaced today from Anton Rozenberg, a former employee of Telegram’s publishing division Telegraph. Rozenberg posted on Facebook what he claims is an advertorial video for the new platform (he did not disclose the source of the video). He also pointed out that TON would aid those under oppressive governments, since they would be able to transfer money natively through the messaging app. This could serve to break the state’s control over citizens’ money, added Rozenberg.





Cointelegraph learned that the currency of TON will be called “Gram” and the platform will be natively integrated with many of the most popular messaging apps (it’s not yet certain which ones). The platform will utilize light wallets, making it unnecessary for users to download a large and unwieldy Blockchain.

The TON platform also won’t have to go through a multi-year bootstrap period like most new platforms, since the Telegram app already boasts 180 mln users (<https://www.bloomberg.com/news/articles/2017-12-12/cryptic-russian-crusader-says-his-5-billion-app-can-t-be-bought>), according to Bloomberg.

Telegram is already immensely popular with the Blockchain community, as cofounder Pavel Durov proclaimed:

*“Like right now, the entire Blockchain and cryptocurrency community just switched to Telegram.”*

Cointelegraph has reached out to Durov, but has not yet received a reply. While still not officially confirmed, the creation of TON is compatible with an earlier article from Bloomberg, which said (<https://www.bloomberg.com/news/articles/2017-12-12/cryptic-russian-crusader-says-his-5-billion-app-can-t-be-bought>):

*“[Durov] sees Telegram as a charity that he’ll start to monetize early next year, but only enough to fund expansion.”*

## The Mark Zuckerberg of Russia

The enigmatic Pavel Durov teamed up with his brother to launch Telegram in 2013. The app boasts end-to-end encryption (<https://cointelegraph.com/news/war-against-encryption-german-intelligence-agency-targets-whatsapp-telegram>), making it extremely useful for dissidents and ordinary citizens living under oppressive regimes. In fact, according to Bloomberg, Telegram accounts for 40% of Iran’s internet traffic. The Iranian government is so aggrieved by the app’s privacy features that they have charged Durov, in absentia, of terrorism.

Durov isn’t terribly bothered; he’s used to standing up to national governments. He and his brother cofounded Russia’s largest social network, VK, building a company worth over \$3 bln. VK was in fact quite similar to Facebook, but whereas Zuckerberg was able to maintain control (and a massive ownership stake), Durov was not.



(//cointelegraph.com/storage/uploads/view/15132a05b07e2fb5ce4dfb0087ab255a.png)

When he refused to hand over personal user information to Russian authorities, he was forced to sell his stake in the company to one of Putin's allies. Thus, while Zuckerberg had the option of an IPO, Durov is using an ICO to monetize his creation.

After being forced out of VK, Durov left Russia for good, taking with him an estimated \$300 mln and 2,000 Bitcoins. He took his substantial wealth with him to St. Kitts and Nevis, investing enough in the Caribbean nation to become a citizen. However, he spends most of his time in Dubai.

Durov insists Telegram is not for sale at any price, because his users' privacy is too valuable to risk:

*"Even for \$20 billion, it's not for sale. That's a lifetime guarantee."*

**Follow us on:**

book. r.con<sup>ibe.c</sup>  
uQ) am.m

Your Email

Subscribe



#Blockchain News (/tags/blockchain)    #Telegram (/tags/telegram)    #Internet (/tags/internet)    #TON (/tags/ton)

#Pavel Durov (/tags/pavel-durov)

22 Comments



## **New Cryptocurrency, Blockchain Platform Coming From Telegram Messaging App: Report**

International Business Times News

December 22, 2017 Friday 10:58 AM EST

Copyright 2017 Newstex LLC All Rights Reserved

**Length:** 393 words

### **Body**

---

Dec 22, 2017( International Business Times News: <http://www.ibtimes.com> Delivered by Newstex) There may soon be a new kid on the cryptocurrency block, this one launched by the popular messaging app **Telegram**. The messaging service, known for its encryption, could also release its own blockchain platform, according to reports Thursday.

A former employee of Telegraph, **Telegram**'s publishing division, Anton Rosenberg posted a video on Facebook which he said was a promotion for TON, the new platform. TON could be an abbreviation for either The Open Network or for **Telegram** Open Network. The cryptocurrency on TON would be called Gram and the platform will be integrated with not just **Telegram**, but also another popular messaging app, Cointelegraph[1] reported. The website also said it wasn't clear which apps those were. [embedded content] The news seems to have appeared first on a Russian language website[2] which also said the information could not be taken on face value, but that early 2018 should bring more clarity on the subject. This timeline is based on an interview that **Telegram**'s founder Pavel Durov gave to Bloomberg[3] on Dec. 12, in which he said he would announce 'something big' in the new year. According to other details posted on the website, the integration of a cryptocurrency within the **Telegram** app will allow users to transfer money bypassing government regulations, an attractive feature in countries with authoritarian regimes. Further, the messaging app has not been monetized at all till now, and Pavel has said he sees the app as charity. But he told Bloomberg he will start a monetization route in 2018, only enough to allow for expansion. That route may be an initial coin offering (**ICO**). Rosenberg suggested as much, in a commentary posted on the Russian website. He cited the facts that Durov has promised to never sell **Telegram** (because that would compromise its users' privacy) and that there would never be any advertisements on the messenger either. Effectively, if he doesn't start asking for donations, an **ICO** seems like a logical step. [ 1]: <https://cointelegraph.com/news/exclusive-telegram-to-release-blockchain-platform-native-cryptocurrency> [ 2]: <http://zefir.site/ton-telegram-open-network/> [ 3]: <https://www.bloomberg.com/news/articles/2017-12-12/cryptic-russian-crusader-says-his-5-billion-app-can-t-be-bought>

### **Classification**

---

**Language:** English

**Publication-Type:** Web Blog

**Journal Code:** IBTX-7212

**Subject:** DIGITAL CURRENCY (91%); INTERNET SOCIAL NETWORKING (77%); PRIVACY RIGHTS (72%); LANGUAGE & LANGUAGES (68%)

New Cryptocurrency, Blockchain Platform Coming From Telegram Messaging App: Report

**Company:** FACEBOOK INC (57%)

**Ticker:** FB (NASDAQ) (57%)

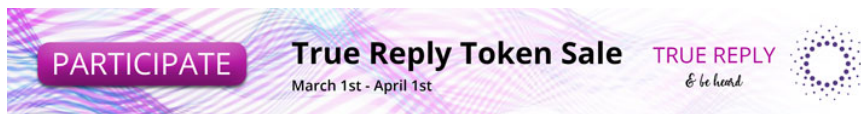
**Industry:** DIGITAL CURRENCY (91%); INTERNET SOCIAL NETWORKING (77%); PUBLISHING (56%)

**Load-Date:** December 22, 2017

---

End of Document





LIVE ICOS	UPCOMING ICOS	FINISHED ICOS	BLOG	ICO GUIDE	ICO STATISTICS
HOT TOPICS	APRIL 1, 2018   TWITTER CEO TALKS BLOCKCHAIN				SEARCH ...

# Telegram ICO: Will Launch its Own Blockchain and Cryptocurrency

**TOPICS:** Blockchain Cryptocurrency Telegram

POSTED BY: EMMANUEL DARKO

**Telegram** the ever popular encrypted messaging app is in the works to debut both its own blockchain and cryptocurrency – this is according to close **sources**. The blockchain platform will either be called “The Open Network” or “Telegram Open Network” (TON) and from privileged sources, it is to be based on an improved and upgraded version of Blockchain technology.

Hints of this were given just a couple of days ago by Anton Rozenberg who is a former employee of Telegram’s publishing division, Telegraph. Anton in a Facebook video post claimed that the video was an advertorial for the new platform; he however stopped short of disclosing the source of the video. The video makes mention of the possibilities for users to effect money transfers and execute transactions within the app.



Follow Us  
On Twitter



Join Our  
Telegram Channel



Get Ready for  
the 2018  
BLOXPO  
Conference in  
Stockholm (Plus  
Coupon)



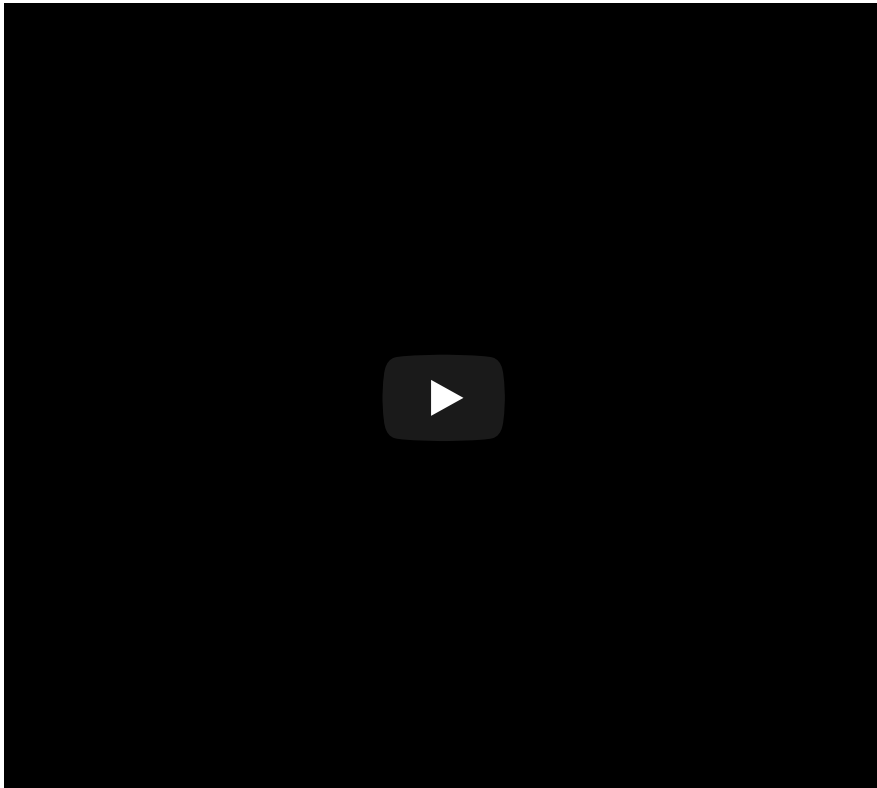
3 Billion Dollar  
Rockefeller  
Family Firm to  
Start Investing  
in  
Cryptocurrencies



Switzerland –  
ICO Hub in the  
Making?



Kora Raises \$4  
Million in Pre-  
ICO to Build a  
More Inclusive  
Financial  
System



It is learned that the resultant cryptocurrency of the new Blockchain platform TON will be called “Gram” and it will be natively integrated with several widely used messaging apps. Light wallets are expected to be used which means users will not have to download complex, dense and cumbersome Blockchain.

With an already existing user base of over 180 million, the opportunities for this Blockchain and cryptocurrency seem enormous. Also, it will likely not have to bootstrap and this is a deviation from the trajectory of most apps and platforms of this nature.

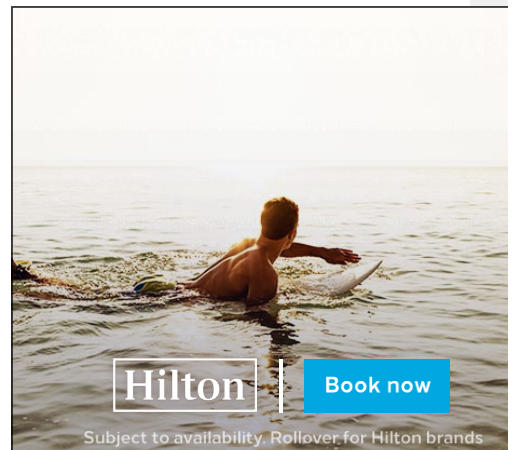
Get more updates here: **Telegram ICO**

Comments



Twitter CEO  
Talks  
Blockchain

ADS



## 4 Comments

Sort by Top ▾



Add a comment...

**Laura Schmidt** · Hochschule Darmstadt

The crypto world is growing up more and more. I'm so excited about this Ico!

He will certainly exceed all previous ones... At the moment I am also looking forward to the main sale of the savedroid ICO. The pre-sale was sold out in less than 7h!

Check it out <https://www.youtube.com/wat...> Their vision is incredible

Like · Reply · 11w

**Armin Delavari** · Manager at Programmer

we need it in iran , thanks drov telegram is best Secure App Ever

Like · Reply · 1 · 13w

**武彬**

m18501747706\_1@163.com

Like · Reply · 13w

**Fran Abenza** · Mardin

Kurzgesagt voice ?????

Like · Reply · 4d

f SHARE

TWEET

PIN

g+ SHARE

&lt; Previous post

Next post &gt;

## RELATED ARTICLES



## NEWS

**Marshall Islands to Launch Own ICO and Cryptocurrency**



## BITCOIN, CRYPTOCURRENCY

**And Bitcoin Finally Split Up**



## CRYPTOCURRENCY, RESEARCH

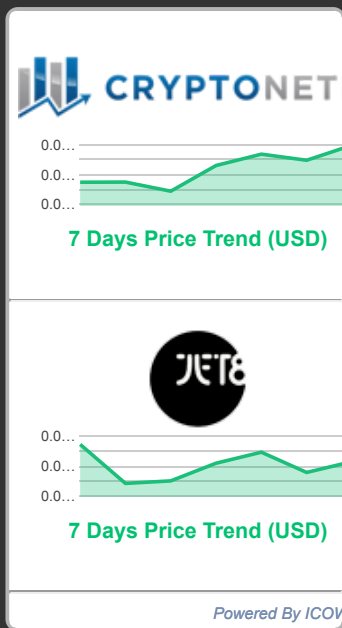
**How to Be a Digital Asset Early Adopter and Take Position for Profit**



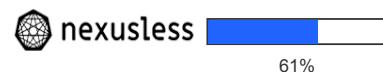
## RESEARCH

**Musician Imogen Heap Sells Her Album on the Ethereum Blockchain**





## LIVE ICOsUPCOM



ICO

### ICO LIST

LIVE ICO LIST  
UPCOMING ICO  
FINISHED ICO  
ANDROID APP NEW

### WEBSITE

ABOUT US  
CONTACT US  
OUR BLOG  
ADD YOUR ICO

### RESEARCH & DATA

ICO GUIDE  
ICO STATISTICS

### SOCIAL

TWITTER  
FACEBOOK  
TELEGRAM

### DEVELOPERS

STICKERS  
ICO LIST WIDGET  
ICO STATS WIDGETS  
API

### LEGAL

DISCLAIMER  
TERMS OF USE  
PRIVACY  
IMPORTANT INFO

OFFICIAL BLOG OF THE ICO WATCH LIST | 2017

# EXHIBIT B

**Generated on:** This page was generated by TSDR on 2018-03-28 12:59:46 EDT

**Mark:** GRAM

gram

**US Serial Number:** 87810181

**Application Filing Date:** Feb. 25, 2018

**Filed as TEAS Plus:** Yes

**Currently TEAS Plus:** Yes

**Register:** Principal

**Mark Type:** Service Mark

**Status:** New application will be assigned to an examining attorney approximately 3 months after filing date.

**Status Date:** Mar. 06, 2018

## Mark Information

**Mark Literal Elements:** GRAM

**Standard Character Claim:** Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

**Mark Drawing Type:** 4 - STANDARD CHARACTER MARK

## Goods and Services

**Note:** The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \*...\* identify additional (new) wording in the goods/services.

**For:** Financial services, namely, providing a virtual currency for use by members of an on-line community via a global computer network

**International Class(es):** 036 - Primary Class

**U.S Class(es):** 100, 101, 102

**Class Status:** ACTIVE

**Basis:** 1(b)

## Basis Information (Case Level)

<b>Filed Use:</b> No	<b>Currently Use:</b> No	<b>Amended Use:</b> No
<b>Filed ITU:</b> Yes	<b>Currently ITU:</b> Yes	<b>Amended ITU:</b> No
<b>Filed 44D:</b> No	<b>Currently 44D:</b> No	<b>Amended 44D:</b> No
<b>Filed 44E:</b> No	<b>Currently 44E:</b> No	<b>Amended 44E:</b> No
<b>Filed 66A:</b> No	<b>Currently 66A:</b> No	
<b>Filed No Basis:</b> No	<b>Currently No Basis:</b> No	

## Current Owner(s) Information

**Owner Name:** Lantah LLC

**Owner Address:** 3970 Tampa Road, Suite B  
Oldsmar, FLORIDA 34677  
UNITED STATES

**Legal Entity Type:** LIMITED LIABILITY COMPANY

**State or Country Where Organized:** FLORIDA

## Attorney/Correspondence Information

## Attorney of Record - None

## Correspondent

**Correspondent Name/Address:** LANTAH LLC  
 3970 TAMPA ROAD, SUITE B  
 OLDSMAR, FLORIDA 34677  
 UNITED STATES

**Correspondent e-mail:** [contact@lantah.com](mailto:contact@lantah.com) [danielhjeffery@gmail.com](mailto:danielhjeffery@gmail.com)

**Correspondent e-mail Authorized:** Yes

## Domestic Representative - Not Found

## Prosecution History

Date	Description	Proceeding Number
Mar. 06, 2018	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Feb. 28, 2018	NEW APPLICATION ENTERED IN TRAM	

## TM Staff and Location Information

## TM Staff Information - None

## File Location

**Current Location:** NEW APPLICATION PROCESSING

**Date in Location:** Mar. 06, 2018

gram

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.  
 PTO Form 1478 (Rev 09/2006)  
 OMB No. 0651-0009 (Exp 02/28/2021)

## Trademark/Service Mark Application, Principal Register

### TEAS Plus Application

Serial Number: 87810181

Filing Date: 02/25/2018

*NOTE: Data fields with the \* are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
<b>TEAS Plus</b>	<b>YES</b>
<b>MARK INFORMATION</b>	
*MARK	<a href="#">gram</a>
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	gram
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Lantah LLC
*STREET	3970 Tampa Road, Suite B
*CITY	Oldsmar
*STATE (Required for U.S. applicants)	Florida
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants)	34677
EMAIL ADDRESS	contact@lantah.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
WEBSITE ADDRESS	<a href="https://Lantah.com">https://Lantah.com</a>
<b>LEGAL ENTITY INFORMATION</b>	
*TYPE	LIMITED LIABILITY COMPANY
* STATE/COUNTRY WHERE LEGALLY ORGANIZED	Florida
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
* INTERNATIONAL CLASS	036
	Financial services, namely, providing a virtual currency for use

<b>*IDENTIFICATION</b>	by members of an on-line community via a global computer network
<b>*FILING BASIS</b>	SECTION 1(b)
<b>ADDITIONAL STATEMENTS INFORMATION</b>	
<b>*TRANSLATION</b> (if applicable)	
<b>*TRANSLITERATION</b> (if applicable)	
<b>*CLAIMED PRIOR REGISTRATION</b> (if applicable)	
<b>*CONSENT (NAME/LIKENESS)</b> (if applicable)	
<b>*CONCURRENT USE CLAIM</b> (if applicable)	
<b>CORRESPONDENCE INFORMATION</b>	
<b>*NAME</b>	Lantah LLC
<b>FIRM NAME</b>	Lantah LLC
<b>*STREET</b>	3970 Tampa Road, Suite B
<b>*CITY</b>	Oldsmar
<b>*STATE</b> (Required for U.S. addresses)	Florida
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE</b>	34677
<b>*EMAIL ADDRESS</b>	contact@lantah.com;danielhjeffery@gmail.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>APPLICATION FILING OPTION</b>	TEAS Plus
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	225
<b>*TOTAL FEE PAID</b>	225
<b>SIGNATURE INFORMATION</b>	
<b>* SIGNATURE</b>	/Daniel H Jeffery/
<b>* SIGNATORY'S NAME</b>	Daniel Halterman Jeffery
<b>* SIGNATORY'S POSITION</b>	Principal
<b>* DATE SIGNED</b>	02/25/2018

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 1478 (Rev 09/2006)

OMB No. 0651-0009 (Exp 02/28/2021)

## Trademark/Service Mark Application, Principal Register

### TEAS Plus Application

**Serial Number: 87810181**

**Filing Date: 02/25/2018**

#### To the Commissioner for Trademarks:

**MARK:** gram (Standard Characters, see [mark](#))

The mark in your application is gram.

The applicant, Lantah LLC, a limited liability company legally organized under the laws of Florida, having an address of

3970 Tampa Road, Suite B

Oldsmar, Florida 34677

United States

contact@lantah.com

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

#### For specific filing basis information for each item, you must view the display within the Input Table.

International Class 036: Financial services, namely, providing a virtual currency for use by members of an on-line community via a global computer network

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services. (15 U.S.C. Section 1051(b)).

For informational purposes only, applicant's website address is: <https://Lantah.com>

The applicant's current Correspondence Information:

Lantah LLC

Lantah LLC

3970 Tampa Road, Suite B

Oldsmar, Florida 34677

contact@lantah.com;danielhjeffery@gmail.com (authorized)

**E-mail Authorization:** I authorize the USPTO to send e-mail correspondence concerning the application to the applicant or the applicant's attorney, or the applicant's domestic representative at the e-mail address provided in this application. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Plus status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$225 has been submitted with the application, representing payment for 1 class(es).

#### Declaration

##### Basis:

**If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):**

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

**AND/OR**



**If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):**

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.

To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

**Declaration Signature**

Signature: /Daniel H Jeffery/ Date: 02/25/2018

Signatory's Name: Daniel Halterman Jeffery

Signatory's Position: Principal

Payment Sale Number: 87810181

Payment Accounting Date: 02/26/2018

Serial Number: 87810181

Internet Transmission Date: Sun Feb 25 21:59:08 EST 2018

TEAS Stamp: USPTO/FTK-XX.XXX.XX.XX-20180225215908227

933-87810181-5101a7a493c49cbf99acec752c2

9f17c51d7b5e795c21a231ad8d676895ae63-CC-

7670-20180225210136014995

gram

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
  
Telegram Messenger Inc  
  
**(b)** County of Residence of First Listed Plaintiff    British Virgin Islands  
*(EXCEPT IN U.S. PLAINTIFF CASES)*  
  
**(c)** Attorneys *(Firm Name, Address, and Telephone Number)*  
John Neukom (SBN 275887) - Skadden, Arps, Slate Meagher and Flom LLP  
525 University Avenue, Suite 1400 Palo Alto CA 94301  
650-470-4500

**DEFENDANTS**  
  
Lantah, LLC  
  
County of Residence of First Listed Defendant    Florida  
*(IN U.S. PLAINTIFF CASES ONLY)*  
  
NOTE:    IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
                 THE TRACT OF LAND INVOLVED.  
  
Attorneys *(If Known)*

**II. BASIS OF JURISDICTION** *(Place an "X" in One Box Only)*  
  
☐ 1 U.S. Government Plaintiff    ☒ 3 Federal Question *(U.S. Government Not a Party)*  
  
☐ 2 U.S. Government Defendant    ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

**III. CITIZENSHIP OF PRINCIPAL PARTIES** *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*  

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment Of Veteran's Benefits <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury -Medical Malpractice  <b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-- Employment <input type="checkbox"/> 446 Amer. w/Disabilities--Other <input type="checkbox"/> 448 Education	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury -- Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability  <b>PRISONER PETITIONS</b>  <b>HABEAS CORPUS</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty  <b>OTHER</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee-- Conditions of Confinement	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC § 158 <input type="checkbox"/> 423 Withdrawal 28 USC § 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent--Abbreviated New Drug Application <input checked="" type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC § 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC § 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** *(Place an "X" in One Box Only)*  
☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District *(specify)*    ☐ 6 Multidistrict Litigation--Transfer    ☐ 8 Multidistrict Litigation--Direct File

**VI. CAUSE OF ACTION**  
Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*  
15 U.S.C. § 1125  
Brief description of cause:  
False designation of origin under 15 U.S.C. § 1125(a), common law trademark infringement, and unfair competition under Cal. Bus. & Prof. Code § 17200.

**VII. REQUESTED IN COMPLAINT:**    ☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.    **DEMAND \$**    ☐ CHECK YES only if demanded in complaint: **JURY DEMAND:**    ☒ Yes    ☐ No

**VIII. RELATED CASE(S), IF ANY** *(See instructions):*    JUDGE    DOCKET NUMBER

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**  
*(Place an "X" in One Box Only)*    ☒ SAN FRANCISCO/OAKLAND    ☐ SAN JOSE    ☐ EUREKA-MCKINLEYVILLE

DATE    05/11/2018    SIGNATURE OF ATTORNEY OF RECORD    /s/ John Neukom

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
  - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.