

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Vincent Wu; Dylan Arana; Griffin
Branham; Keith Dezmin; Phil May;
Daniel McBride; Jeff O’Toole; Adam
Patacchiola; Seong-youp Suh; John
Twig; Thomas Wieland; and Kelly
Williams Schell,

Plaintiffs,

v.

Bitfloor Inc.; and Roman Shtylman,

Defendants.

Case No.: _____

Plaintiffs demands trial by
jury.

**COMPLAINT AND
REQUEST FOR INJUNCTIVE RELIEF**

Vincent Wu, Dylan Arana, Griffin Branham, Keith Dezmin, Phill
May, Daniel McBride, Jeff O’Toole, Adam Patacchiola, Seong-youp Suh,
John Twigg, Thomas Wieland, and Kelly Williams Schell (“Plaintiffs”
refers to each Plaintiff and to “Plaintiffs” as a group) by and through
counsel, for their complaint (“Complaint”) against Bitfloor, Inc.
 (“Bitfloor”), and Roman Shtylman (“Shtylman”), (Bitfloor and Shtylman,
collectively referred to herein as the “Defendants”), hereby allege as
follows:

I. PARTIES

The Plaintiffs

1. Vincent Wu is and was at all times relevant to this Complaint a resident of the County and State of New York. Mr. Wu holds approximately 88 bitcoin which he is not able to access or sell.

2. Dylan Arana is and was at all times relevant to this Complaint a resident of the state of Ohio. Mr. Arana holds approximately 8 bitcoin which he is not able to access or sell.

3. Griffin Branham is and was at all times relevant to this Complaint a resident of the state of Idaho. Mr. Branham holds approximately .79 bitcoin which he is not able to access or sell.

4. Keith Dezmin is and was at all times relevant to this Complaint a resident of the state of New Hampshire. Mr. Dezmin holds approximately 19 bitcoin which he is not able to access or sell.

5. Phil May is and was at all times relevant to this Complaint a resident of the United Kingdom. Mr. May holds approximately 50 bitcoin which he is not able to access or sell.

6. Daniel McBride is and was at all times relevant to this Complaint a resident of the state of Massachusetts. Mr. McBride holds approximately 15.7 bitcoin which he is not able to access or sell.

7. Jeff O'Toole is and was at all times relevant to this Complaint a resident of the state of California. Mr. O'Toole holds approximately 5.5201 bitcoin which he is not able to access or sell.

8. Kelly Williams Schell is and was at all times relevant to this Complaint a resident of the state of California. Ms. Williams holds approximately 19 bitcoin which she is not able to access or sell.

9. Thomas Wieland is and was at all times relevant to this Complaint a resident of the state of California. Mr. Wieland holds approximately 15 bitcoin which he is not able to access or sell.

10. Adam Patacchiola is and was at all times relevant to this Complaint a resident of the state of Colorado. Mr. Patacchiola holds approximately 20.944 bitcoin which he is not able to access or sell.

11. Seong-youp Suh is and was at all times relevant to this Complaint a resident of the state of Oregon. Mr. Suh holds approximately 55.21321 bitcoin which he is not able to access or sell.

12. John Twigg is and was at all times relevant to this Complaint a resident of Vancouver Canada. Mr. Twigg holds approximately 24 bitcoin which he is not able to access or sell.

The Defendants

13. Bitfloor is a corporation organized and existing under the laws of New York, registered as New York County, with its principal place of business in, and which conducted its business from, the County of New York, NY.

14. At all times mentioned herein, Roman Shtylman (“Shtylman”) was a resident of the State of New York and upon information and belief, was resident in New York County. He owns, operates, and controls Bitfloor and identified himself as its chief executive officer.

II. JURISDICTION AND VENUE

15. The Court has jurisdiction under 28 U.S.C. §1331 since this action is brought under a U.S. statute, namely 7 U.S.C. 9(1) (2012) (the Commodity Exchange Act or the “Act”) and Regulation 180.1(a), 17 C.F.R. 180.1(a) thereunder.

16. Venue is proper in this District under 28 U.S.C. section §1391(b) since a substantial part of the events or omissions giving rise to the claims asserted in this action occurred in this District and Defendants’ principal office and residences were all located within this District at the time of the events which are the subject matter of this complaint.

A. Preliminary Statement

17. The heart of this case is that the Defendants took Plaintiffs' money and refuses to return it or the Bitcoin purchased with it. They will not communicate and have effectively stolen Plaintiffs' property. ("property" and "properties" refer to money, Bitcoin and other properties of Plaintiffs.)

18. From 2011, the year of Bitfloor's incorporation, to the present (the "Relevant Period"), the Defendants operated a deceptive and fraudulent virtual currency scheme, which induced Plaintiffs to deliver money and virtual currencies to the Defendants in exchange for purported virtual currency purchases and trading services. The Defendants' solicitations were deceptive and fraudulent. Although demand was made by each Plaintiff for the transmission to Plaintiffs of their bitcoin and/or funds pursuant to their orders, the Defendants stopped communicating with Plaintiff and simply converted Plaintiffs' property to their own use.

B. Factual Allegations

19. Bitfloor was organized for the purpose of trading virtual currencies, also known as "cryptocurrency" or "virtual currency." For a short explanation of virtual currency see: https://en.wikipedia.org/wiki/Virtual_currency.

Bitcoin is one of the earliest forms of virtual currency having been proposed in a "proof of concept," published in about December 2008. *See*

(<https://bitcoin.org/en/faq#who-created-bitcoin>). It has since become one of the most well-known virtual currencies.

20. Bitfloor held itself out as a virtual currency exchange for bitcoin. Generally, a virtual currency exchange is an internet location upon which one can buy, store, and sell a virtual currency such as bitcoin. Much like a bank, Bitfloor stored or held bitcoin for Plaintiffs (and others) in accounts called “wallets”.

21. Plaintiffs bought, sold, and held bitcoin at Bitfloor from time to time, and at all times herein mentioned Plaintiffs maintained accounts (“wallets”) at Bitfloor from the date each opened its account until the date of this complaint. Plaintiffs paid Bitfloor certain fees for its services. Until the events noted herein. Plaintiffs performed all conditions, covenants, and promises on Plaintiffs' part to be performed in accordance with the terms and conditions of the agreement. Along with virtual currency, Bitfloor also held traditional fiat funds belonging to Plaintiffs.

22. Defendants solicited customers in several of the United States as well as foreign countries to purchase, sell and entrust them with their Bitcoin and attendant fiat money.

23. By virtual of its solicitation, acceptance and retention of Plaintiffs' Bitcoin and fiat currency, Defendants entered into a contract containing the following provisions:

- a. To accept monies from Plaintiffs, in the form of Bitcoins or fiat currency, which plaintiffs might deposit from time to time;
- b. To keep that Bitcoin and fiat currency in a safe and secure manner, consistent with fiduciary obligations commonly imposed upon financial services providers;
- c. To comply with instructions that Plaintiffs might provide from time to time concerning transfer, investment, and disposition of their respective property,
- d. To permit Plaintiffs to withdraw their property at any time, without any restrictions or limitations upon the manner or amount of said withdrawals.

24. The Defendants operated a Money Service Business ("MSB"), 31 C.F.R. §103.11(uu), and was required to register as such with FinCEN.

Defendants maintain they registered with FinCEN during the relevant period.

Whether or not they registered, by virtue of their activities and relationship with the Plaintiffs they undertook to:

- a. Retain such property in accounts and otherwise separate from the accounts of the Defendants;

- b. Maintain complete records of all money, Bitcoin, and other property of each Plaintiff showing its acquisition, deposit and disposition,
- c. Account to each depositor, account holder, or other person with an interest in such property regarding the property,
- d. Transmit and otherwise deal with such property at the direction of such persons.
- e. To carry out its functions regarding that property as a fiduciary.

25. In or about April 19, 2013, Bitcoin Magazine reported on the impending closure of Bitfloor by Defendant Shtylman.

26. Bitfloor's alleged announcement, Exhibit 1, states:

"I am sorry to announce that due to circumstances outside of our control BitFloor must cease all trading operations indefinitely.

Unfortunately, our US bank account is scheduled to be closed and we can no longer provide the same level of USD deposits and withdrawals as we have in the past. As such, I have made the decision to halt operations and return all funds. Over the next days we will be working with all clients to ensure that everyone receives their funds. Please be patient as we process your request."

27. Plaintiffs did not receive the notice from Bitfloor although at the time the alleged notice was disseminated, Plaintiffs were customers of Bitfloor and Defendants held their respective properties. Nor are Plaintiffs aware of any other customer having received the aforementioned notice directly.

A. Certain Fraudulent Acts

28. In addition to the above, in the course of doing business in order to induce Plaintiffs to entrust its property to Bitfloor, and trade through it, Bitfloor made the following misrepresentations and committed the following fraudulent acts:

29. Bitfloor has made the quoted public announcement that it was going out of business. It did not send its announcement to the Plaintiffs.

30. The Defendants did not return the phone calls from the Plaintiffs.

31. On January 18, 2018, Defendants, through their counsel, made the following statement to the State of New York.

This money was on deposit with the Internet Archive Federal Credit Union in 2016, until that bank closed operations and the money in Bitfloor's account there was forfeited to the US government. Following this forfeiture, and the return of bitcoins to Bitfloor's customers, Bitfloor was dissolved.

The report was false in that it stated Defendants had "forfeited" money to the US Treasury although in fact the Treasury took that money to hold for its true

owners. In addition, Defendants, stated that Bitfloor's registration as a New York corporation was "dissolved" by proclamation of the state when in fact that happened because Defendants voluntarily failed to pay franchise taxes for several years and thus New York declared its registration as a New York corporation to be "inactive" (meaning dissolved). Upon information and belief, Defendants failed to account to the US Treasury for its holdings of Bitcoin for customers such as the Plaintiffs. Bitfloor stated it was no longer in business. However, on or about January 25, 2018, Defendants renewed their ownership of "bitfloor.com" with Namecheap.com, an ICANN-accredited internet name registrar. Exhibit 3.

32. Defendants ignored the rights of Plaintiff to their property and failed to return that property to Plaintiffs or transmit it to locations designated by Plaintiffs.

33. Defendants continue to hold property which they know is not their property and have failed to escheat it to the State of New York or any other jurisdiction in which the Plaintiffs reside as required by law.

34. Among the properties of Plaintiffs that Defendants obtained and failed to hold or retain for the Plaintiffs were certain soft and hard forks of Bitcoin.

35. Plaintiffs faces an imminent threat of irreparable harm if this Court does not prevent the selling, transferring, converting, or otherwise disposing of any assets collected or derived from its dealings with the Defendants.

IV. CAUSES OF ACTION

Count 1

Fraud by Deceptive Device or Contrivance

Violations of Section 6(c)(1) of the Act and Regulation 180.1(a)

36. Plaintiffs incorporate every paragraph of the complaint as if set forth herein.

37. Section 6(c)(1) of the Act, 7 U.S.C. § 9(1) (2012), makes it unlawful for any person, directly or indirectly, to:

use or employ, or attempt to use or employ, in connection with any swap, or a contract of sale of any commodity in interstate commerce, or for future delivery on or subject to the rules of any registered entity, any manipulative or deceptive device or contrivance, in contravention of such rules and regulations as the Commission shall promulgate by not later than 1 year after [July 21, 2010, the date of enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act]

38. Regulation 180.1(a), 17 C.F.R. § 180.1(a) (2017), provides:

It shall be unlawful for any person, directly or indirectly, in connection with any swap, or contract of sale of any commodity in interstate commerce, or contract for future delivery on or subject to the rules of any registered entity, to intentionally or recklessly:

(1) Use or employ, or attempt to use or employ, any manipulative device, scheme, or artifice to defraud;

- (2) Make, or attempt to make, any untrue or misleading statement of a material fact or to omit to state a material fact necessary in order to make the statements made not untrue or misleading;
- (3) Engage, or attempt to engage, in any act, practice, or course of business, which operates or would operate as a fraud or deceit upon any person . . .

39. During the Relevant Period, as described above, the Defendants violated Section 6(c)(1) of the Act and Regulation 180.1(a) by, among other things, in connection with contracts of sale of commodities in interstate commerce, making or attempting to make untrue or misleading statements of material fact or omitting to state or attempting to omit material facts necessary in order to make statements made not untrue or misleading, such as the following failing to disclose, and omitting, that the Defendants were misappropriating customer funds.

40. As described above, the Defendants violated Section 6(c)(1) of the Act and Regulation 180.1(a) by, among other things, in connection with contracts of sale of a commodity in interstate commerce, soliciting customers with false and misleading performance statements; misrepresenting and omitting material facts on Defendants' website and in other communications with customers regarding the quality, duration, and nature of Bitfloor's trading platform; misrepresenting and omitting material facts on Bitfloor's website and in other communications with customers concerning virtual currency

trading of customer funds managed by the Defendants; and misappropriating Plaintiffs' funds.

41. The Defendants engaged in the acts and practices described above willfully, intentionally, and/or recklessly.

42. By this conduct, the Defendants violated Section 6(c)(1) of the Act and Regulation 180.1(a).

43. The acts, omissions, and failures of Shtylman described in this Complaint occurred within the scope of his agency, and management over Bitfloor. Accordingly, Bitfloor is liable under Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2017), as principal for its agent's acts, omissions, or failures in violation of Section 6(c)(1) of the Act and Regulation 180.1(a).

44. At all times relevant to this Complaint, Shtylman controlled Bitfloor, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, Bitfloor's conduct constituting the violations of Bitfloor described in this Count. Accordingly, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), Shtylman is liable for Bitfloor's violations of Section 6(c)(1) of the Act and Regulation 180.1(a).

45. Each act of: (1) using or employing, or attempting to use or employ, a manipulative device, scheme, or artifice to defraud; (2) making, or

attempting to make, untrue or misleading statements of material fact, or omitting to state material facts necessary to make the statements not untrue or misleading; and (3) engaging, or attempting to engage, in any act, practice, or course of business, which operated or would operate as a fraud or deceit upon any person, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of section 6(c)(1) of the Act and regulation 180.1, for which Plaintiffs suffered damages in an amount to be proven.

COUNT 2

Larceny by Conversion (see NY Penal Law 155)

46. Plaintiffs incorporate every paragraph of the complaint as if set forth herein.

47. Defendants stole (and continue to steal) Plaintiffs' property and commits larceny when, with intent to deprive Plaintiffs of their property or to appropriate the same to themselves or to a third person, they wrongfully took, obtained, and withheld such property, obtains or withheld such property from Plaintiffs.

48. The Defendants have refused to respond to Plaintiffs' request for the return of Plaintiff's property, thereby converting Plaintiffs' property, and have failed to return said properties to Plaintiffs. The lack of communication

demonstrates the willful nature of the conduct. Defendants are liable to Plaintiffs for the conversion in an amount to be proven.

COUNT 3
Fraudulent Misrepresentation

49. Plaintiffs incorporate every paragraph of the complaint as if set forth herein.

50. The Defendants knew at the time that they made the false representations and concealed material facts alleged above that such representations were untrue and that the Defendants were concealing material facts from Plaintiffs. Plaintiffs relied on these false representations to its detriment.

51. As a direct and proximate result thereof, Plaintiff have been damaged.

COUNT 4
Breach of Fiduciary Duty

52. Plaintiffs incorporate every paragraph of the complaint as if set forth herein.

53. Defendants had a fiduciary duty to preserve the property of the Plaintiffs, to deal with Plaintiffs in the utmost good faith and otherwise act as described above.

54. As a direct and proximate cause of their acts and failures to act in such capacity the Plaintiffs have been damages.

COUNT 5
Loss of Opportunity

53. Plaintiffs incorporate every paragraph of the complaint as if set forth herein.

54. As a result of Defendants' continuing acts and omissions, Plaintiffs have lost the opportunity to utilize their property and more particularly to trade in Bitcoin on the market.

COUNT 6
Negligent Misrepresentation

55. Plaintiffs incorporate every paragraph of the complaint as if set forth herein.

56. At the time that the Defendants made the foregoing false representations and material omissions to Plaintiffs, the Defendants had no reasonable grounds for believing them to be true.

57. The Defendants made these false representations and omissions in a reckless and negligent manner not warranted by the information they had concerning the subject matter of the representations and without regard to

whether or not they were true. Plaintiff reasonably relied on these representations to its detriment.

58. As a direct and proximate result thereof, Plaintiff was damaged in an amount to be proven.

COUNT 7
Unjust Enrichment

59. Plaintiffs incorporate every paragraph of the complaint as if set forth herein.

60. As a result of the conduct described above, the Defendants have been unjustly enriched at the expense of the Plaintiffs.

61. The Defendants should be required to disgorge all monies, profits, and gains, which they have obtained at the expense of Plaintiffs.

COUNT 8
Bailment and/or Constructive Trust

62. Plaintiffs incorporate every paragraph of the complaint as if set forth herein.

63. Defendants are bailees at common law, or constructive trustees, in that they were given the property of Plaintiffs to hold for the benefit and

disposition of Plaintiffs, failed to do so, and failed to transfer it as directed Plaintiffs on their demand.

64. The Defendants should be required to disgorge all monies, profits, and gains, which they have obtained at the expense of Plaintiffs.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully prays for a judgment against Defendants for:

A. Injunctive and equitable relief as the Court deems appropriate

including:

- i. Restraining, enjoining, and prohibiting Defendants, their officers, agents, servants, employees, successors, assigns, and/or attorneys, and all persons in active concert or participation with Defendants who receive actual notice of the order by personal service or otherwise, until further order of the Court, from directly or indirectly destroying, mutilating, erasing, altering, concealing or disposing of, in any manner, directly or indirectly, any documents that relate to the business practices or business or personal finances of the Defendants.

ii. Restraining, enjoining, and prohibiting Defendants, their officers, agents, servants, employees, successors, assigns, and/or attorneys, and all persons in active concert or participation with Defendants who receive actual notice of the or by personal service or otherwise, until further order of the Court, from directly or indirectly from selling, transferring, converting, or otherwise disposing of any assets collected or derived from its dealings with Plaintiffs;

B. Compensatory and punitive damages to be paid by Defendants jointly and severally, according to proof at trial;

C. Costs and attorneys' fees of this lawsuit, with interest; and

D. Such other relief as the court may deem just and proper.

Respectfully submitted this 8th day of January, 2019.

Attorneys for Plaintiffs
Law Office of Martin Mushkin, LLC
Attorneys for Plaintiffs

By  _____

Martin Mushkin, Member
1100 Summer St.
Stamford, CT 06905
Tel: 203-252-2357
Fax: 203-547-7540
Email: mmushkin@mushkinlaw.com

EXHIBIT 1

OP-
ED

BitFloor Shuts Down by Vitalik Buterin



The fourth largest Bitcoin exchange in the world, BitFloor, has announced that it is closing its doors, and will soon be refunding deposits to customers. The announcement has nothing to do with recent technical problems that all exchanges have been facing for the past week to due the sudden massive increase in trade volume; rather, the root cause behind the shutdown is the closure of BitFloor’s US bank account. Founder Roman Shtylman writes:

“

I am sorry to announce that due to circumstances outside of our control BitFloor must cease all trading operations indefinitely. Unfortunately, our US bank account is scheduled to be closed and we can no longer provide the same level of USD deposits and withdrawals as we have in the past. As such, I have made the decision to halt operations and return all funds. Over the next days we will be working with all clients to ensure that everyone receives their funds. Please be patient as we process your request.

– Roman

founder – bitfloor.com

Trading has been suspended, and BitFloor founder Roman Shtylman assures users that they will get all of their current deposits back over the next few days, including USD holdings which will be refunded directly to depositors' bank accounts by ACH transfer. International users are asked to await further instructions.

The exchange was a very popular way of buying bitcoins in the United States, so BitFloor customers will now have to look for alternatives. Some BitFloor users will undoubtedly be picked up by the dominant exchange MtGox through its [North American partner Coinlab](#), although other options include [Coinbase](#), [CampBX](#) and [BTC-e](#).

Particularly affected by the shutdown are those users who had lost their deposits when the exchange [was hacked in September](#). BitFloor lost \$250,000 from the hack, normally a fatal loss for an exchange of its size, but BitFloor soon came back online with the promise that it would eventually pay back its depositors over time. The exchange even started fulfilling its promise, paying back [1.7% of the money owed](#) in

November and another 1% in March, but the remainder of the debt remains unpaid, and although most people had already written off the loss in September, there is now no longer any hope at all that the money will ever be recovered.

The announcement is also an unfortunate one because it represents a step backwards in the progress of the exchange industry as a whole. BitFloor is far from the first Bitcoin exchange to fall victim to this kind of shutdown; many Bitcoin exchanges around the world, including several times even MtGox, have had their bank accounts shut down, although in MtGox's case the exchange's main bank account in Japan has remained unscathed. The number of shutdowns has waned in recent months, but the risk has remained as risk for every exchange in the industry since exchanges first began to appear en masse in 2011. Now, when the need for more exchanges is clearer than ever, a reinforced precedent of banks shutting down smaller exchanges may instead push more users to larger and generally more resilient exchanges like MtGox out of fear for the safety of their funds. Fortunately, today exchanges do place much more emphasis on maintaining a healthy relationship with their banks and ensuring legality, and new alternatives are constantly appearing. Tradehill intends to launch a new, high-quality Bitcoin exchange soon, the cash-based Bitcoin ATM continues to be under development as a completely fresh alternative, and we can be sure that there are other projects now under development. Although Bitfloor will certainly be missed, hopefully it will soon find an even better replacement.

[#FUNDS](#)[#MTGOX](#)[#DEPOSITS](#)[#BITCOIN](#)[#EXCHANGES](#)[#BITFLOOR](#)

EXHIBIT 2



HARRIS, ST. LAURENT
AND CHAUDHRY LLP

January 10, 2018

BY EMAIL (Porschia.Rolle @dfs.ny.gov)

Porschia Rolle
New York State Department of Financial Services
Consumer Assistant Representative
Consumer Assistance Unit
Financial Frauds & Consumer Protection
One State Street
New York, NY 10004-1511

Re: Complaint No. BKC-2014-1037559 (Mr. Jeff O'Toole)

Dear Ms. Rolle:

We are attorneys for Roman Shtylman. I write now to respond, out of courtesy, on his behalf to the inquiry you had directed to “Bitfloor.com”.

Bitfloor.com is the former website of the former company, Bitfloor, Inc. (“Bitfloor”), which was dissolved in August 2016. Bitfloor effectively ceased operations on April 21, 2013 after its bank refused to continue to process US dollar deposits and withdrawals necessary for Bitfloor to operate. Bitfloor made a public announcement of this fact on its website and in numerous emails sent to Bitfloor customers. Bitfloor operated in wind-down mode for some period of time thereafter, processing withdrawals of bitcoins and returning US dollar deposits to previous Bitfloor customers that it was able to identify. Notwithstanding Bitfloor’s best efforts, approximately \$59,000 in US dollar deposits was unable to be returned to Bitfloor customers. This money was on deposit with the Internet Archive Federal Credit Union in 2016, until that bank closed operations and the money in Bitfloor’s account there was forfeited to the US government. Following this forfeiture, and the return of bitcoins to Bitfloor’s customers, Bitfloor was dissolved. A record from the New York State Secretary of State to that effect is attached.

Accordingly, there is no longer a Bitfloor entity that has funds or bitcoins to redress Mr. O’Toole’s complaint. Moreover, Mr. Shtylman has no specific recollection of Mr. O’Toole’s account or his attempts to withdraw his bitcoins, which is not surprising given the amount of time that has passed since the events alleged in Mr. O’Toole’s complaint to the New York Attorney General’s Office.

Porsche Rolle
January 10, 2018
Page 2 of 2

Mr. Shtylman is a private individual who has no current relationship with the now-dissolved Bitfloor. He has authorized us to make this response out of courtesy to you and Mr. O'Toole.

Please note that I am not copying this response directly to Mr. O'Toole. As attorneys we may not directly contact parties on matters as to which they have retained counsel, as Mr. O'Toole has indicated he intended to do. We have no objection to you sharing this response with him if you deem it appropriate.

Please let us know if you have any questions or concerns about the above.

Respectfully submitted,



Andrew St. Laurent

w/encl.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 5, 2018.

Selected Entity Name: BITFLOOR INC.

Selected Entity Status Information

Current Entity Name: BITFLOOR INC.

DOS ID #: 4137198

Initial DOS Filing Date: AUGUST 31, 2011

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: INACTIVE - Dissolution by Proclamation / Annulment of Authority (Aug 31, 2016)

Information to reinstate a corporation that has been dissolved by proclamation or annulment of authority by proclamation is available on the New York State Department of Taxation and Finance website at www.tax.ny.gov keyword TR-194.1 or by telephone at (518) 485-6027

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O UNITED STATES CORPORATION AGENTS, INC.

7014 13TH AVENUE

SUITE 202

BROOKLYN, NEW YORK, 11228

Registered Agent

UNITED STATES CORPORATION AGENTS, INC.

7014 13TH AVENUE

SUITE 202

BROOKLYN, NEW YORK, 11228

This office does not record information regarding the names and addresses of officers, shareholders or

directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate](#).

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
10000	Par Value	.001

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 31, 2011	Actual	BITFLOOR INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.


NOTE: New York State does not issue organizational identification numbers.

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EXHIBIT 3

bitfloor.com

Updated 1 second ago 

Domain Information

Domain:

bitfloor.com

Registrar:

NameCheap, Inc.

Registered On:

2011-07-06

Expires On:

2019-07-06

Updated On:

2018-01-25

Status:

clientTransferProhibited

Name Servers:

dns1.registrar-servers.com

dns2.registrar-servers.com