

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

Honson Luma,

Plaintiff,

v.

Dib Funding Inc, & Sunshine Capital, Inc

Defendant.

Case No: 20-CV-2504

**COMPLAINT AND APPEAL FROM
TRADEMARK TRIAL AND APPEAL BOARD**

COMES NOW Plaintiff Honson Luma, Pro Se and for his Complaint and Appeal from a Decision granting Defendant Dib Funding Inc. its Petition for Cancellation of the Service Mark Dibcoin before the Trademark Trial and Appeal Board states:

Summary

Defendant has obtained cancellation of Plaintiff's "Dibcoin Mark (Reg. No. 5396033) with weak documentation and testimony alleging that Plaintiff was not first to use the mark in commerce. Defendant alleged that Plaintiff created the Dibcoin mark under contract with Defendant and that Plaintiff failed to explain how he used the mark in commerce prior to Defendant's alleged use of the mark (TTAB agreed). Additional evidence was later obtained and submitted into the record, but it was deemed late and not considered. That evidence makes it now abundantly apparent that Plaintiff was the first to use the Dibcoin Mark in commerce and is therefore the owner of the Dibcoin Mark. If this Appeal is not granted and Plaintiff does not obtain relief from the Decision, it will never be able to offer its evidence or litigate the underlying grant of the cancellation petition on the merits.

The Parties, Jurisdiction & Venue

1. Plaintiff, Honson Luma is an individual who resides and conducts business relative to the cryptocurrency Dibcoin in the State of Maryland and particularly in the city of Baltimore, Maryland.

2. Defendant, a corporation organized and existing under the laws of the State of Michigan and with its principal place of business recently located to city of Rockford, Michigan.

3. This Court has jurisdiction pursuant to 15 U.S.C. § 1071(b) (appeals from decision by Trademark Trial and Appeal Board), 28 U.S.C. (federal question), 28 U.S.C. § 1332(a) (diversity of citizenship) and 28 U.S.C. § 1338 (general jurisdiction for trademark actions).

4. Venue is proper because while located in Florida and Delaware, the Defendant Corporation made contracts for sales, services and purchases in the state of Maryland, the Plaintiff resides in the State of Maryland, a great number of purchasers of the goods and services reside in Maryland, the Defendant executed contracts for purchase of companies in Maryland using Dibcoin, the Defendant executed contracts for purchasing patent applications with Dibcoins from individuals who reside in Maryland, the services provided under the trademark dibcoin were provided in Maryland, the majority of witnesses reside in Maryland. Both of the Defendant corporations, Sunshine Capital Inc. and Dib Funding Inc., parties to the contract, were registered in the state of Florida when the events occurred giving rise to the present litigation.

The Cancellation Petition Before the Trademark Trial and Appeal Board

5. The Defendant DIB funding Inc.'s Petition for Cancellation of No. 92068284, Plaintiff's Registration No. 5396033 was granted by the TTAB on July 2, 2020.

6. Late into the proceedings, Plaintiff subsequently discovered and retrieved documents previously not retrievable due to viruses and malicious software implanted by

a hack of the Plaintiff's computer, wherein emails and documents were stolen and or contaminated.

7. Plaintiff later amended his responses to discovery requests based on the content of those documents, and also submitted those documents to the Board under a notice of reliance, but they were deemed untimely.

8. One of the documents was an email dated July 5, 2016 entitled "2nd, Draft from Honson". The email was sent to josephallengibfunding@yahoo.com. The Joseph Allen email address was the primary contact means for Plaintiff to communicate directly with Daniel J. Duffy.

9. The Daniel J. Duffy Descendants' Trust was established for the benefit of Daniel J. Duffy's two children, ages 6 and 11 on or about May, 2016.

10. Daniel J. Duffy had sole authority to make investment decisions on behalf of the trust.

11. Sunshine Capital Inc. and Dib Funding Inc. were acquired by the Daniel Joseph Duffy Descendants' Trust.

12. The email from Plaintiff dated July 5, 2016 to Josephallengibfunding@yahoo.com included an attachment entitled "Dibcoin White Paper (7-5-16) (2nd draft from Honson).doc."

13. At that time Plaintiff had already created 300,000 Dibcoins on Coinprism.

14. At that time Plaintiff was neither an Officer of DIB Funding Inc, nor Sunshine Capital Inc.

15. Plaintiff created the July, 2015 document as a proposal as to how the Dibcoin he created could work together with Sunshine Capital Stock in order to make them both more valuable.
16. Plaintiff was regarded by Defendants as a seasoned futures and cryptocurrencies trader.
17. Plaintiff was regarded by Defendants as bringing extensive knowledge of the cryptocurrency market – not only as a trader but as a creator and programmer of cryptocurrencies to his new role at Sunshine Capital.
18. The Document of July 5, 2016 was similar to the first draft which Plaintiff drafted and proposed in June of 2016.
19. Coinprism is a free online Bitcoin wallet allowing for the creation, issuing, sending and receiving of coins.
20. The transfer of coins on Coinprism is electronic.
21. Creation of Coin is creation of a product.
22. Making a Coin available for others to use is a service.
23. Providing a means of electronic transfer of virtual currency is a service.
23. Dibcoin is a virtual currency.
24. Coinprism is computer network.
25. Daniel J. Duffy agreed in principle to the proposal, dated July 5, 2016 and on July 7, 2016 designated himself as the contact source for facts, and Adam Petty as a possible source for assistance in writing.
26. At that time Plaintiff demanded that Duffy purchase dibcoins at a price commensurate with the share value of Sunshine Capital Inc.

27. Duffy promised to purchase Dibcoins from Plaintiff with Sunshine Capital Stock in the amount of 100,000 shares and Plaintiff agreed.

28. At \$8 per share of Sunshine Capital Stock and a Dibcoin sale value of \$1 per coin as proposed, the amount of coins purchased by Duffy was 800,000 of the 300 million created. Luma was paid 100 thousand shares of Sunshine Capital Stock for the purchase of Dibcoins dated July 18, 2016 making his first sale official.

29. Plaintiff was neither an officer of Dib Funding Inc, nor Sunshine Capital Inc. on July 18, 2016.

30. Plaintiff had executed no agreements with either Dib Funding Inc, or Sunshine Capital Inc. on July 18, 2016.

31. Plaintiff emailed another document on July 8, 2016 to josephallendibfunding@gmail.com, and copied to Jim Scheltema and Adam T. Petty.

32. The subject of the Document was the 300 million dibcoins Plaintiff created and contained a Caption "Dibcoin Presell Details".

33. Luma was not an officer of Dib Funding Inc, nor Sunshine Capital Inc on July 8, 2016.

34. Plaintiff's email of July 8, 2016 was a proposal for trading the 300 million dibcoins on the WAVES Platform.

35. Coins can be transferred or traded between and via many platforms simultaneously.

36. Subsequent to the first sale of an amount of Dibcoin to Daniel J. Duffy, Plaintiff created a document entitled "Business Summary". The Document was dated July 23, 2016.

37. Plaintiff's proposal of that summary was to "transform DIB Funding Inc. into a digital asset called DIBCOIN.
38. On the date of July 23, 2020, Dib Funding Inc was not transformed into a digital asset called dibcoin.
39. Dibcoin was functional and operating independent of any of Dib Funding's goals and/or purposes.
40. On July 23, 2016, Plaintiff was not an officer of Dib Funding.
41. On July 24, 2016, after reviewing Plaintiff's proposal dated July 23, 2016, James R. Scheltema, president of Dib Funding Inc, stated that the only Shareholder was the trust.
42. Therefore, according to Scheltema, only Daniel J. Duffy should be included as a participant in the Plaintiff's proposal.
43. The Trustee was Daniel J. Duffy.
44. James Scheltema was president and CEO of Dib Funding and Sunshine Capital on August 10, 2016.
45. James Scheltema did not ask Plaintiff to assist Dib Funding to enter into the cryptocurrency market prior to August 10, 2016.
46. Adam Petty did not ask Plaintiff to assist Dib Funding to enter into the cryptocurrency market prior to August 10, 2016.
47. Adam Petty had no authority to assign any tasks to Plaintiff prior to August 10, 2016.
48. Daniel J. Duffy did not ask Plaintiff to assist Dib Funding to enter into the cryptocurrency market prior to August 10, 2016.

49. James Scheltema was president of Dib Funding and Sunshine Capital in June 2016 and on September 16, 2016.
50. Adam Petty was not the president of Dib Funding Inc in Delaware prior to September 24, 2016.
51. Adam Petty had no authority to assign an asset of Dib Funding Inc. prior to September 24, 2016.
52. James Scheltema was the President of Dib Funding Inc in Delaware
53. James Scheltema was the President of Dib Funding Inc in Florida.
54. James Scheltema signed the Compensation Agreement dated July 28, 2016.
55. James Scheltema swore under penalty of law that he was the president of Dib Funding of Delaware when he registered Dib Funding Inc. as a Foreign Corporation in Florida in June/July 2016
56. Adam Petty's appointment as president of Dib Funding was announced on September 24, 2016.
57. Adam Petty was not an Officer of Dib Funding Inc. in August of 2016.
58. Adam Petty was not an Officer of Dib Finding Inc in July of 2016.
59. After the first sale, Luma was under no obligation to assist Sunshine Capital in the execution of their business goals.
60. Sunshine Capital contracted with Plaintiff on July 28, 2016 to assist them in the execution of their business goals.
61. Luma was offered a contract for one million shares of Sunshine Capital Stock to provide "general management services" to Sunshine Capital Inc for a period of one year.

62. The contract provided that Plaintiff could provide “general management services” to any other company or person.
63. Plaintiff accepted the contract on July 28, 2016.
64. Plaintiff did not began providing “general management services” to Sunshine Capital Inc and Dib Funding Inc. on that day.
65. On August 5, 2016 Plaintiff created 5 billion more dibcoins on the Omni layer.
66. The Omni layer provides for electronic transfer of a virtual currency.
67. These coins were not created under the direction of Defendants.
68. These coins were created for the ownership and control of the Plaintiff.
69. Defendants made no purchase of Dibcoins from Plaintiff at that time.
70. Defendants had not paid the Plaintiff 333,333 shares of Sunshine Capital Stock for performing general management services which were due at the signing of the contract as of August 5, 2016.
71. The execution of the Defendants’ goals depended on the use of Sunshine Capital Stock with Dibcoins.
72. The Defendants did not pay Plaintiff for listing Ditcoin on Cryptocurrency Exchanges in 2017.
73. Defendant signed a purchase agreements for dibcoins with Rx Smart Coffee, a Corporation whose principal place of business is in Maryland in 2017.
74. The CEO of Rx Smart Coffee resides in Maryland.
75. Members of Rx Smart Coffee Multilevel Marketing organization primarily reside in Maryland.
76. Purchasers of Ditcoin reside in and resided in Maryland.

77. Dib Funding signed a purchase agreement with David and Stephanie Miller to purchase two patent applications with dibcoins.
78. David and Stephanie Miller reside in the state of Maryland
79. Sunshine Capital did not pay Luma the shares of stock as agreed in the written contract.
80. Sunshine Capital Business and Dib Funding's business plan was declared unlawful because of Dibcoin and was suspended from trading.
81. Defendants' business goal was unattainable and unlawful.
82. Defendants' made statement to regulatory agency that it was no longer pursuing the goals involving stock and dibcoin.
83. Therefore, the purpose of the contract became unlawful.
84. The contract was void for several reasons including an unlawful purpose, impossibility to carry out, lack of consideration.
85. Plaintiff resigned allowing 30 days' notice before the expiration of the contract as required.
86. Dib Funding abandoned the operation controlled by Plaintiff and attempted to seize control of the Dibcoins created by Plaintiff.
87. Plaintiff continued to facilitate trading and other operations of the Dibcoin network despite Dib Funding desertion of the operation.
88. Dib Funding did not pay Plaintiff anything toward or for the creation of Dibcoin.
89. Dib Funding did not pay Plaintiff anything toward or for the listing of Dibcoin
90. Dib Funding did not pay Plaintiff anything toward or related to Dibcoin.

91. Plaintiff is the rightful owner of the Dibcoin Mark for all the reasons stated above, including making the first sale of dibcoin to Daniel J. Duffy.

The Instant Complaint and Appeal

1. The Board's Grant of the Defendant's Cancellation Petition was entered on July 2, 2020.
2. Pursuant to 15 U.S.C. § 1071, a party to a cancellation proceeding who is dissatisfied with the Board's decision has a remedy by civil action in a United States District Court in which the court "may adjudge . . . that an applicant is entitled to a registration upon the application involved, . . . or such other matter as the issues in the proceeding require, such as the facts in the case may appear." *See Lanham Act § 21(a)-(b)(2)* ((15 U.S.C. § 1071 (a)-(b) and 37 CFR § 2.145.
3. Appeals via civil action must be brought with 60 days from the Board decision which is subject to appeal. Lanham Act § 21(a)(2) ((15 U.S.C. § 1071 (a)(2) and 37 CFR § 2.145(d)(1).
4. Accordingly, this Complaint and Appeal must be filed on or before September 2, 2020.

COUNT 1 – Relief From Judgment/Reversal of Cancellation With Prejudice

5. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through 91 of the Complaint as though fully set forth herein.
6. The Board entered its Grant of Cancellation on July 2, 2020.

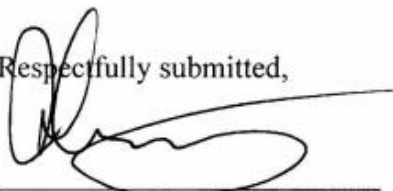
WHEREFORE, Plaintiff requests that this Court issue an Order:

- A. vacating and setting aside the decision of the Trademark Trial and Appeal Board;
- B. adjudging the Compensation Agreement of July 28, 2016 and void and non-binding;

- C. adjudging that Plaintiff had a right to take corporate opportunities for himself;
- D. adjudge that Plaintiff owes no duty to Dib Funding, Inc., or any of its affiliates;
- E. granting such other relief as this Court deems necessary and appropriate.

F. JURY DEMAND

Respectfully submitted,

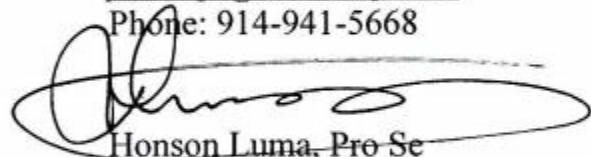


Honson Luma, Pro Se
4723 Glenarm Avenue
Baltimore, MD 21206
(443) 859-6400
spaceageinvestmentgroup@gmail.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document was served via email and/or and via United States mail, postage pre-paid, this 28 day of August 2020.

JAMES R. HASTINGS
COLLEEN
The Holyoke-Manhattan Building
80 South Highland Avenue
Ossining, NY 10562
jhasings@colleenip.com
Phone: 914-941-5668

A handwritten signature in black ink, appearing to read "Honson Luma", is written over the printed name and address of the undersigned.

Honson Luma, Pro Se
4723 Glenarm Avenue
Baltimore, MD 21206
(443) 859-6400
spaceageinvestmentsgroup@gmail.com