

ESTTA Tracking number: **ESTTA709430**

Filing date: **11/18/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91224896
Party	Plaintiff City Year, Inc.
Correspondence Address	Cynthia Johnson Walden Fish & Richardson, P.C. One Marina Park Drive Boston, MA 02210 UNITED STATES TMDocTC@fr.com
Submission	Motion to Suspend for Civil Action
Filer's Name	John P. McCormick
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Signature	/John P. McCormick/
Date	11/18/2015
Attachments	Motion to Suspend for Civil Action.pdf(525001 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Application Serial No. 86/536,969
Filed on February 17, 2015
For the Mark SERVICEYEAR
Published in the Official Gazette on July 21, 2015

CITY YEAR, INC.,

Opposer,

v.

MATTHEW SYNENBERG RONEN,

Applicant.

Opposition No. _____

United States Patent and Trademark Office
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, Virginia 22313-1451

MOTION TO SUSPEND FOR CIVIL ACTION

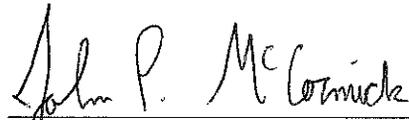
Pursuant to 37 C.F.R. § 2.117(a) Opposer City Year, Inc. ("Opposer" or "City Year") respectfully requests the suspension of this opposition proceeding because the claims asserted in a federal litigation between Applicant and a third party, The National Conference on Citizenship ("NCOC"), may have a bearing on the pending Opposition proceeding between City Year and Applicant. This civil action is filed as National Conference on Citizenship v. Matthew Ronen and Service Year, Inc., f/k/a Impact Year, Civil Action No. 1:15-ev-00450-AJT-MSN, and is currently pending in the U.S. District Court for the Eastern District of Virginia (Alexandria Division). In accordance with TBMP Section 510.02(a), a copy of the complaint for this civil action is attached hereto as Exhibit A. In this action, NCOC seeks to enjoin the Applicant's use and registration of the SERVICE YEAR mark, the earlier filed application owned by the

Applicant that is closely related to this opposition proceeding. Opposer submits that this request to suspend the present opposition proceeding is in the interest of consistency and judicial economy because the Applicant's right to register the SERVICEYEAR Mark is currently being litigated in the District Court in the Eastern District of Virginia.

Wherefore, Opposer requests that this opposition proceeding be suspended until the termination of the above referenced civil action.

Respectfully submitted,

Date: November 18, 2015



Cynthia Johnson Walden
John P. McCormick
Fish & Richardson P.C.
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Boston, MA 02210
Telephone: (617) 542-5070
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Attorney for Opposer,
CITY YEAR, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Notice of Opposition has this 18th day of November 2015, been mailed by prepaid first class mail to the below-identified Attorney at his place of business:

Kaye Scholer LLP
Paul C. Llewellyn
Partner
250 W 55th St.
New York, NY 10019

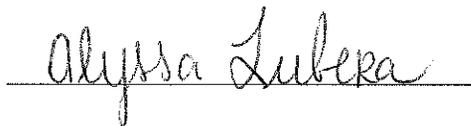
Alyssa Lubera

EXHIBIT A

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(ALEXANDRIA DIVISION)

2015 APR -3 P 4: 22

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

National Conference on)
Citizenship)
1100 17th Street, 12th Floor)
Washington, DC 20036)
)
Plaintiff,)
)
v.)
)
Matthew Ronen)
140 W. 69th Street)
Suite 41A)
New York, New York 10023)
)
and)
)
Service Year, Inc. f/k/a Impact Year)
140 W. 69th Street)
Suite 41A)
New York, New York 10023)
)
Defendants.)

Case No. 1:15 CV 450
 AJT / MSN

Complaint for Unfair
Competition

With Jury Demand

COMPLAINT

Plaintiff, National Conference on Citizenship, a Congressionally chartered corporation ("NCOC"), by and through its undersigned counsel, brings this action for unfair competition against Defendant Matthew Ronen, individually and his company Impact Year, LLC (collectively, the "Ronen Defendants"). This suit alleges a series of intentional acts designed to engender public confusion and to unfairly compete with Plaintiff in the field of national charitable services. Defendants have used aggressive trade practices, acted in bad faith and repudiated express commitments made to Plaintiff which, if honored, would have avoided the market confusion that necessitates this suit. Plaintiff will expedite its discovery and advises that

it will move for a preliminary injunction thereafter. In support of its Complaint, NCOC alleges the following:

THE PARTIES

1. NCOC is a congressionally chartered organization dedicated to strengthening civic life in America through a nationwide network of partners working on initiatives including the innovative SERVICE YEAR national service exchange and having a principal place of business at 1100 17th St. NW, Suite 1200, Washington, DC 20036.
2. Defendant Matthew Ronen is an individual residing in New York city with a last known address of 140 W. 69th Street, Suite 41A, New York, New York 10023.
3. Upon information and belief, Defendant Service Year, Inc. and formerly known as Impact Year, is a New York corporation owned, controlled and operated by Defendant Matthew Ronen with a business address of 140 W. 69th Street, Suite 41A, New York, New York 10023.

Jurisdiction and Venue

4. This action asserts claims arising under the Lanham Act, 15 U.S.C. §§1125(a) and 1125(c). This Court has federal question jurisdiction over these claims pursuant to 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331, 1338(a) and 1338(b).
5. Venue is proper in this judicial district and 28 U.S.C. § 1391 generally because substantial activities relating to the claims asserted in this action occurred here, and under Section 1391(b)(2) specifically, because the parties have currently pending before the U.S. Patent and Trademark Office ("USPTO") competing trademark applications for SERVICE YEAR and where in this judicial district and in connection with those

trademark applications, and upon information and belief, Mr. Ronen made materially false and misleading statements to the USPTO.

Factual Background

6. For decades, the words SERVICE and YEAR had been used by the charitable and national service community as suggestive terms to reference eleemosynary activity undertaken for more than brief duration.
7. At least as early as June of 2013, NCOC's partners at the Franklin Project at the Aspen Institute adopted the term SERVICE YEAR as the identifier for a national program that would at least certify services provided by collective service providers and performed by collective service members.
8. The goal of NCOC and the Franklin Project in adopting SERVICE YEAR, is to make national service a common expectation and opportunity for every young adult in the United States.
9. On June 24, 2013, the Franklin Project released the "21st Century National Service – Plan of Action" ("the Plan"), which detailed the SERVICE YEAR program and the services to the potential service providers for whom the program was intended.
10. The Plan extensively describes the Platform and identifies it as being a part of "[a] national system to certify 'service year' positions . . ." Under the Plan, the mark SERVICE YEAR would be associated with: 1) NCOC performing services, including providing a web-based portal and database, sometimes referred to as the SERVICE YEAR EXCHANGE, and certifying programs and participants performing same; 2) collective service providers providing and managing certified service opportunities; and

3) collective members qualifying by performing and/or having performed the certified programs (collectively the "NCOC Services").

11. In July of 2013, NCOC was appointed to be the fiscal agent and to lead the effort to identify and certify programs and the performance of services in the SERVICE YEAR national program.
12. NCOC has pending before the USPTO numerous trademark applications for SERVICE YEAR including 1) services, 2) collective services and 3) collective membership.
13. At the time of adoption in 2013, NCOC's partners knew that establishing the qualifications, criteria and setting up the national program for the NCOC Services would take time and work commenced immediately.
14. NCOC, working with the Franklin Project, promptly secured a \$2.1 million grant from Cisco Systems, Inc. to establish the NCOC Services and build out the SERVICE YEAR program; within the next year, Cisco increased this grant to \$6 million.
15. In January 2014, after adoption of the SERVICE YEAR mark and after work began on the SERVICE YEAR EXCHANGE, NCOC discovered that the critical internet address it needed for offering the SERVICE YEAR programs to the public, and to properly identify SERVICE YEAR as a charitable organization (using a .org extension), www.serviceyear.org was not available (hereafter the www.serviceyear.org internet address will be referred to as the "SY URL").
16. In approximately February 2014, NCOC discovered that the SY URL had been registered in October of 2013 but could identify the legal owner because the registrant had paid for an anonymous ownership service which conceal its identity.

17. NCOC was able to investigate and confirm that the SY URL was not being used in any manner and it had not been linked, activated or associated with any business, website or service.
18. NCOC's finding that the SY URL was dormant and not being used led NCOC to reasonably believe the only investments the SY URL owner made in the term was the registration fee itself, which on average costs between \$15 and \$40 annually.
19. As of this February 2014 timeframe, Defendant Service Year was then called Impact Year, was in operation using the internet address of www.impactyear.org.
20. At its website, Impact Year held itself out to be in the business of "transform[ing] [top college graduates into socially conscious leaders."
21. In approximately April 2014 NCOC's agent came into contact with Mr. Ronen and his business Impact Year.
22. In early talks with NCOC's and its agents, Mr. Ronen said he was very interested in what NCOC was doing with SERVICE YEAR, that he wanted to help and said he and Impact Year wanted to get involved and support the SERVICE YEAR effort.
23. In May of 2014, NCOC's Executive Director, Ilir Zherka authorized an agent of NCOC to commence a dialogue with Mr. Ronen to acquire the unused SY URL.
24. On approximately May 22, 2014, NCOC's agent both spoke with and emailed Mr. Ronen and Mr. Ronen indicated he would be willing to discuss the transfer of the SY URL to NCOC for fair consideration.
25. As of this May 2014 timeframe, NCOC was diligently working on establishing the SERVICE YEAR services, collective services and collective membership programs.

26. Based upon Mr. Ronen's express commitment to discuss transfer of the SY URL for fair consideration, NCOC continued development of its SERVICE YEAR programs, and to advance those talks to invite the Defendants to attend a closed, non-public planning meeting for the SERVICE YEAR programs and called the "Gettysburg Summit."
27. As part of its invitation and outreach, NCOC provided Mr. Ronen access to a non-public, password protected branding and positioning video that described the SERVICE YEAR program and would be shown at the Gettysburg Summit.
28. The Gettysburg Summit was the key strategic planning and execution meeting for establishing the SERVICE YEAR programs and for positioning the SERVICE YEAR program to the general public and to those in the corporate social responsibility space who would be asked to support the SERVICE YEAR programs.
29. On May 27, 2014, and immediately after being invited to the Gettysburg Summit and being given access to the non-public SERVICE YEAR planning video, Mr. Ronen filed a Trademark Application Serial No. 86292050 (the "050 Application") and claiming exclusive rights to SERVICE YEAR for "educational services, namely, conducting classes and seminars in the fields of effectiveness, communication, leadership, and personal and organizational development and distribution of training materials in connection therewith" and claiming a first-use date of January 1, 2014.
30. Mr. Ronen did not tell NCOC or its agents of his plans or of the filing of the 050 Application.
31. Mr. Ronen attended the Gettysburg Summit and was given special attention by NCOC and its partners.
32. At the Gettysburg Summit, Mr. Ronen identified his company as Impact Year.

33. At no time at the Gettysburg Summit did Mr. Ronen rescind his stated willingness to negotiate the transfer the SY URL nor did he mention or reveal any plan to change the name of his business to SERVICE YEAR.
34. At no time at the Gettysburg Summit did Mr. Ronen reveal to NCOC that he had filed a trademark application for SERVICE YEAR.
35. After the Gettysburg Summit, Mr. Ronen indicated to NCOC that he had enjoyed the event, and NCOC expected thereafter to negotiate and come to fair terms with Mr. Ronen on the transfer of the SY URL.
36. As of this July 2014 timeframe, NCOC was considering a total payment to both Defendants of about \$2,500 for transfer of the SY URL.
37. By attending the non-public and closed Gettysburg Summit, the Defendants were given access to non-public information and resources that they could not have otherwise obtained.
38. NCOC would not have invited Mr. Ronen or Impact Year had Mr. Ronen not 1) committed to work with and support the SERVICE YEAR program, and 2) promise he would negotiate in good faith terms for the sale and transfer to NCOC of the SY URL.
39. On July 9, 2014, and literally days after conclusion of the Gettysburg Summit, Mr. Ronen changed the name of his company from "Impact Year" to "Service Year Corps."
40. Also on July 9, 2014, and as part of the name change, Defendants launched a new website copying visual and graphic elements that were displayed in the video and at the closed Gettysburg Summit.

41. The Ronen Defendants announced their new company name and launched the new website using the previously unused SY URL that Mr. Ronen had said he was willing to negotiate over and transfer to NCOC.
42. Upon information and belief, Defendants made the name change to increase leverage and secure additional benefits from NCOC for the SY URL after the Gettysburg Summit had confirmed to Defendants how committed NCOC was to the SERVICE YEAR trademark.
43. Similarly, and upon information and belief, Mr. Ronen abruptly filed the '050 Application for leverage and to bolster his bargaining position and secure greater economic benefits from NCOC in the SY URL negotiations which he did immediately after seeing the Gettysburg Summit video.
44. Despite these developments and acts of bad faith by the Defendants, NCOC and its partners had committed themselves to, and made enormous financial investments in, the SERVICE YEAR trademark for the services, membership marks and overall program and could not abandon the term.
45. Around this time and because of the importance of the SY URL, NCOC's Executive Director Ilir Zherka and another agent of NCOC, Jay Mangone assumed a direct role in negotiating with Defendants.
46. In late September 2014, Mr. Ronen removed the term "Corps" from his company name leaving it as SERVICE YEAR alone and making it virtually identical to NCOC's SERVICE YEAR trademark and program name.
47. In late September 2014, Mr. Ronen reaffirmed his past commitments and his present intention to convey the SY URL by declaring to NCOC's Zherka, and in the presence of

other witnesses, that he (Defendant Ronen) was "holding this [the SY URL] for you [NCOC]."

48. The negotiations proceeded and Mr. Ronen and Mr. Zherka and Mr. Mangone worked to craft fair terms.
49. On or about January 10, 2015, the parties reached substantial agreement on all core terms.
50. These terms were: 1) payment of \$10,000 for transfer of the SY URL domain and the '050 Application, 2) payment of up to an additional \$10,000 to establish a replacement domain name and brand, 3) direct aid and assistance in the form of NCOC consultant Shirley Sagawa, a highly respected actor in the Washington, D.C. national service community, working part-time each month for and with Mr. Ronen's company, and 4) arranging for Jay Mangone to join the Board of Directors of Mr. Ronen's new company.
51. During these negotiations Mr. Ronen was represented by legal counsel who was active in the negotiations.
52. After reaching agreement in principle NCOC had papers prepared reflecting the agreement and presented them to Mr. Ronen who said he would have them reviewed by his lawyer.
53. Mr. Ronen told NCOC that he had located another lawyer who would review the agreement and not the counsel who had helped him to negotiate it.
54. In February of 2015, Mr. Ronen's new lawyer told NCOC's counsel that there was no binding agreement, that his counsel was that Mr. Ronen was free to re-bargain all of the terms.
55. NCOC's counsel were told that the SY URL might be available for lease for a few thousand dollars per month but that no decision had been reached.

56. On February 24, 2015, when asked about his counsel's statements, Mr. Ronen told NCOC's Ilir Zherka, and in the presence of Jason Mangone, that while he had in fact agreed to all of the core terms, he had done so "under duress" (Mr. Ronen's exact words) and that because of that 'duress,' Mr. Ronen felt he was no longer bound by his earlier commitments and could rebargain everything.
57. NCOC was stunned by the repudiation, had consistently relied upon the repeated assurances of Mr. Ronen that he would transfer the SY URL and '050 Application for fair value and believed it had reached a binding agreement.
58. Throughout negotiations with Mr. Ronen, NCOC was concerned over both likely and actual confusion resulting from the Ronen Defendants use of SERVICE YEAR but NCOC intended to resolve all such problems by concluding its agreement with Defendants.
59. One recent instance of actual confusion occurred at a November 19-20, 2014 Social Innovation Summit held in San Francisco, California.
60. At this event, an individual with knowledge of NCOC and its SERVICE YEAR program mistakenly committed to meet with Mr. Ronen and only because she thought he and his company SERVICE YEAR were associated with NCOC.
61. Upon information and belief, the Ronen Defendants enjoy both economic and reputational benefits from the confusion that their actions have engendered.
62. Upon information and belief, NCOC cannot and will not know of all instances of confusion and suffers irreparable harm and damage by being confused with the Defendants which confusion can only be addressed by the Defendants being barred from using the SERVICE YEAR mark.

**COUNT- UNFAIR COMPETITION, FALSE ENDORSEMENT
AND FALSE DESIGNATION OF ORIGIN
(15 U.S.C. § 1125(a)(1)(A))**

63. NCOC repeats the allegations set forth above in paragraphs 1 to 62 as if fully set forth herein.
64. Through the use of the mark SERVICE YEAR and the URL 'www.serviceyear.org,' and by using these terms that in a manner intending to confuse Defendant and Defendant's services with those of Plaintiff, Defendants are knowingly and intentionally misrepresenting and falsely designating to the general public an affiliation, connection, association, origin, source, sponsorship, endorsement and approval by NCOC and SERVICE YEAR of the Defendants and Defendants intend thereby to misrepresent and falsely designate to the general public an affiliation, connection, association, origin, source, approval, endorsement or sponsorship all of which has, is and will continue to create a likelihood of confusion by the public as to an affiliation, connection, association, origin, source, approval, endorsement and sponsorship between the Defendants and Plaintiff.
65. The aforesaid acts of the Defendants constitute false endorsement, false designation of origin and unfair competition in violation of 15 U.S.C. § 1125(a)(1)(A).
66. As a direct and proximate result of the foregoing acts of Defendants, Plaintiff has been damaged and has suffered and will continue to suffer immediate and irreparable injury.
67. Plaintiff has no adequate remedy at law, and is therefore entitled to preliminary and permanent injunctive relief.

RELIEF SOUGHT

WHEREFORE, Plaintiff prays that:

- A. Judgment be entered in favor of NCOC;
- B. Defendants pay all damages incurred by NCOC as a result of the trademark infringement, false designation of origin, false endorsement, false advertising, deceptive practices, injury to business reputation and dilution perpetrated by Defendants, in amounts to be proved at trial and which damages shall include all reasonable attorney's;
- C. An accounting be ordered to determine all communications issued by Defendants using the SERVICE YEAR trademark with Defendant to issue to all recipients of same a corrective communication setting forth the facts and the non-relationship of NCOC and its partners to the Defendants;
- D. The Court issue an injunction restraining, enjoining and prohibiting Defendants and any of their officers, directors, agents, servants, employees, representatives, successors, assigns, attorneys, licensees, distributors and all persons in active concert or participation with Defendants from directly or indirectly using the SERVICE YEAR trademarks or any confusingly similar designations, alone or in combination with other words, as a trademark, service mark or trade name, to identify, market, distribute, advertise, promote, to offer for sale or to operate in a manner that would confuse Defendants with NCOC.
- E. Defendants be required to remove all SERVICE YEAR trademarks and any other elements likely to cause confusion with NCOC from Defendants Website, the

Website's URL, HTML code, search engine query terms, search engine advertising keywords, and any other electronic communications hosts, links and devices;

F. Defendants be required to assign to NCOC, or abandon, at NCOC's election, the '050 Application and any and all other trademark applications containing the term SERVICE YEAR;

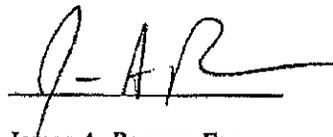
G. Defendants be ordered to pay all costs of this action, including attorney's fees, court costs and expressly including all expert witness fees; and

H. Such other and further relief as this Court deems just and proper.

Plaintiff Requests trial by Jury.

DATED this 3rd day of April 2015

Respectfully Submitted,



James A. Powers, Esq.
VSB 32019
Relevant IP, LLC
6900 Wisconsin Avenue
Suite 704
Bethesda, MD 20814
301-915-0950

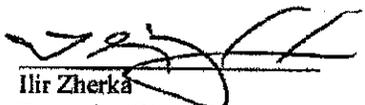
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(ALEXANDRIA DIVISION)

_____)
 National Conference on)
 Citizenship)
 1100 17th Street, 12th Floor)
 Washington, DC 20036)
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 Plaintiff,)
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 v.)
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 Matthew Ronen)
 140 W. 69th Street)
 Suite 41A)
 New York, New York 10023)
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 and)
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 Service Year, Inc. f/k/a Impact Year)
 140 W. 69th Street)
 Suite 41A)
 New York, New York 10023)
)
 Defendants.)
 _____)

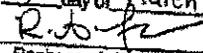
Case No. _____
Complaint for Unfair
Competition

Verification of Complaint:

I, Ilir Zherka, Executive Director of Plaintiff NCOC and acting as its lawful agent, hereby verifies and confirms that he has reviewed the Complaint and regarding allegations based on personal knowledge, plaintiff believes them to be true and as to allegations for which Plaintiff lacks actual or personal knowledge, plaintiff believes them to be true based upon the information available to Plaintiff at this time.


Ilir Zherka
Executive Director

Notarization:

District of Columbia: 08
Subscribed and sworn to before me, in my presence
this 3rd day of March, 2015

Rashem A. Thurman, Notary Public, D.C.
My commission expires November 14, 2019.



JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS National Conference on Citizenship 1100 17th Street, 12th Floor, Washington, DC 20036</p> <p>(b) County of Residence of First Listed Plaintiff <u>DC</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Relevant IP, LLC, 6960 Wisconsin Avenue, Suite 704 Bethesda, MD 20814 301-915-0950</p>	<p>DEFENDANTS Matthew Ronen, Individually & Service Year, Inc. 140 W. 69th Street, Suite 41A, New York, New York 10023</p> <p>County of Residence of First Listed Defendant <u>Manhattan</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) Paul C. Liewallyn, Esq., Kaye Scholer LLP, 250 West 55th Street, New York, NY 10019</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td>PTF</td> <td>DEF</td> <td></td> <td>PTF</td> <td>DEF</td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input checked="" type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		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 checked="" 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
	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																				
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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)

<p>CONTRACTS</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 130 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholder's Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p> <p><input type="checkbox"/> 440 Other Civil Rights</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="checkbox"/> 446 Amer. w/Disabilities - Other</p> <p><input type="checkbox"/> 448 Education</p>	<p>PERSONAL INJURY</p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p> <p>PRISONER PETITIONS</p> <p><input type="checkbox"/> Habes Corpus</p> <p><input type="checkbox"/> 463 Alien Detainee</p> <p><input type="checkbox"/> 510 Motion to Vacate Sentence</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> Others</p> <p><input type="checkbox"/> 540 Mandamus & Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement</p>	<p>FOR FEUDAL/DEBTORS</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p>LABOR/EMPLOYMENT</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>CRIMINAL MATTERS</p> <p><input type="checkbox"/> 861 HIA (1395H)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSDI Title XVI</p> <p><input type="checkbox"/> 865 RSI (403(g))</p> <p>INDEMNIFICATION</p> <p><input type="checkbox"/> 878 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS - Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 920 Constitutionality of State Statutes</p>
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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 *(applicable)* 6 Multidistrict Litigation

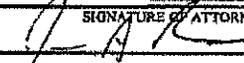
VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. §§1125(e)

Brief description of cause:
Unfair Competition and False Designation of Origin

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

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

DATE 04/03/2015 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT _____	APPLYING IFF _____	JUDGE _____	MAC. JUDGE _____
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JT-MSN Document 1-2 Filed 04/03/15 P

Court Name: United States District Court
Division: 1
Receipt Number: 14683858592
Cashier ID: rjoyce
Transaction Date: 04/03/2015
Payer Name: JA Powers

CIVIL FILING FEE
For: JA Powers
Amount: \$488.00

CREDIT CARD
Amt Tendered: \$488.00

Total Due: \$488.00
Total Tendered: \$488.00
Change Amt: \$0.00

Filing Fee
115Cv458