

UNITED STATES DISTRICT COURT
DISTRICT OF WYOMING

NATHAN CHRISTIAN,

Plaintiff,

v.

OneM COMMUNICATIONS LTD.,
CHRISTOPHER RICHARDSON and
MYHAO TIEN,

Defendants.

Case No.

COMPLAINT

By and through undersigned counsel, Plaintiff Nathan Christian (“Plaintiff” or “Mr. Christian”), files this Complaint Seeking Damages and sues Defendants OneM Communications Ltd. (“OneM”) and MyHoa Tien (“Tien”) and Christopher Richardson (“Richardson”) (collectively “Defendants” or the “OneM Group”), and alleges as follows.

PARTIES, JURISDICTION, AND VENUE

1. This action involves, among other things, (i) breach of contract by Defendants, (ii) covenants of good faith and fair dealing and (iii) unjust enrichment.
2. Mr. Christian currently is a resident of the State of Wyoming. He is a heralded and respected advisor in the blockchain technology sector. He is also an entrepreneur who has started and currently manages several successful business ventures in the that sector. He has been identified and lauded by numerous publications as an expert in his relevant field of work and is routinely paid for his business advisory services to various blockchain assets and blockchain-based business ventures.

3. OneM is a corporation in the United Kingdom that operates in the blockchain sector. In addition to the fiat assets under the control of OneM, they have also issued a crypto-token that constitutes a significant portion of their collective holdings – a portion of this crypto-token’s float was promised as payment to Plaintiff for his services and is referred to as mCoin. Richardson is the CEO of OneM, while Tien serves as its Chief Compliance Officer in charge of contract review under the supervision of Richardson.

4. This Court has jurisdiction over the parties and is the proper venue for the dispute as a result of the contract signed between the parties that states as much (the “Advisor Contract”)¹. (See *Exhibit “1”* at 4).

Facts Common to All Claims

5. This action concerns Defendants’ breach of contractual duties and obligations in regard to the Advisor Contract reached between Plaintiff and OneM in 2018. In Spring 2018, Richardson and Tien contacted Mr. Christian seeking his guidance, advice and labor to help develop and advance their blockchain-based business venture. OneM through Richardson and Tien eventually agreed to a compensation package for Mr. Christian in exchange for his services. See *Exhibit “1”* annexed hereto. As of the filing of this Complaint, OneM has failed to provide the full and complete promised compensation to Mr. Christian despite his complete compliance with the Advisor Contract.

¹ This Court has personal jurisdiction over the Defendants because they either expressly or impliedly submitted to the State of Wyoming. OneM provided so in the contract agreement that was signed by Plaintiff by stating that, in sum and substance, that any legal action or proceeding may be brought only in the courts of the State of Wyoming. Venue is further proper in this forum as OneM expressly waived any claim of improper venue and any claim that [the courts of the State of Wyoming] are an inconvenient forum. Richardson and Tien as officers and directors controlling OneM thus submitted to Wyoming’s jurisdiction as well. The choice of Wyoming law by U.S. citizens to govern contracts with overseas parties involved in blockchain, such as the one at issue, is frequent given the state’s stature as a pioneer in blockchain legislation. Thus, the choice of law and venue by Plaintiff and OneM was commercially reasonable and intended to be enforceable by either of them.

6. On or about April 19, 2018, Tien - the Chief Commercial Officer of OneM - contacted Plaintiff regarding an offer (“the Offer”) for Mr. Christian to provide advisory, marketing, and promotional services for OneM. This request was unsolicited, and was received by Mr. Christian as an honest and legitimate request for services. (See *Exhibit “2”* annexed hereto).

7. The Offer was later amended with additional details that included a clear and mutually agreed to compensation package for Plaintiff’s time, services, and general expertise. This package included:

- I. 15 Ethereum (currently valued at approximately \$58,758.00 USD) payable upon Plaintiff’s acceptance of the Offer.
- II. An additional 100 Ethereum (currently valued at approximately \$382,570 USD) or .5% from the total ICO sales of OneM’s coins, that being mCoin, whichever was greater at the completion of the ICO to be payable after the Pre-ICO (Initial Coin Offering).
- III. Lastly, Plaintiff was also guaranteed 0.5% of the OneM digital token, that being mCoin, which Plaintiff believes to have a liquidation value of at least \$250,000).

8. On or about April 30, 2018, Plaintiff and OneM agreed to the offer. See *Exhibit “1”* annexed hereto.

9. Shortly thereafter, on or about May 2, 2018 Tien followed-up with Plaintiff over a series of email Messages to (i) confirm the deal and (ii) to arrange for the transfer of the 15 Ethereum that were promised in the Advisor Contract. See *Exhibit “3”* annexed hereto.

10. Thereafter, Plaintiff set about to fulfill his end of the Offer. He provided guidance and advisement into the internal operations of OneM as well as its marketing efforts. Additionally,

he provided Defendants with access to his tremendous cache of industry experts and insiders in their efforts to grow OneM and its digital token, mCoin.

11. Notably, Mr. Christian's efforts went far above and beyond what was asked of him in the contract.

12. Defendants made it clear that they were essentially seeking nothing more than an individual who was established and connected in the world of blockchain technology to provide occasional advisory services. Furthermore, they requested the privilege of listing Mr. Christian on their website and on their marketing materials as an advisor.

13. Nonetheless, Mr. Christian acted as a confidant, advisor and deal-maker for Defendants in a good-faith effort to promote their business venture.

Count I – Breach of Contract

14. Mr. Christian incorporates herein the allegations in Paragraphs 1 through 13 as if restated in full.

15. Mr. Christian and OneM are parties to a lawfully enforceable contract, as evidenced by the various documents and correspondences exchanged between the parties.

16. This contract required Mr. Christian to provide business advisory services for OneM and for OneM to compensate Mr. Christian for his time, labor and expertise.

- a. Mr. Christian did so by, among other things:
 - i. Reviewing and recommending potential listings for OneM for getting mCoin noticed and marketed quickly;
 - ii. Posting to his numerous social media accounts noting his engagement by mCoin;
 - iii. Editing OneM's social media posts regarding mCoin;

- iv. Locating scam accounts posting on social media about mCoin to that would damage the brand of the tokens;
- v. Advising Defendants regarding website content;
- vi. Permitting Defendants to use his name, picture, and likeness to add credibility to their venture;
- vii. Arranging and engaging in YouTube interviews with and reviews by other social media influencers to be posted to social media wherein said influencers promoted mCoin;
- viii. Strategizing ways to optimize mCoin's social media post recognition;
- ix. Recommending to Defendants the extension of the ICO dates of mCoin for maximum exposure; and
- x. Sent out information about mCoin to various news outlets.

17. By reason of OneM's breaches facilitated by Richardson and Tien, Mr. Christian has been damaged. He committed significant resources to Defendants and their business venture without receiving the promised compensation. More specifically, Mr. Christian forwent other opportunities to work with Defendants and now is without pay for the numerous hours he spent, in good-faith, working to fix, redirect, develop, and promote Defendants' business.

18. While the exact total of Mr. Christian's outstanding damages cannot be specifically defined as it depends, in part, on the fluctuating price of various digital assets, these damages at present total at least \$700,000 USD.

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.