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# Is a Cryptocurrency a Security, Utility Token or Other Digital Asset? Attorney Laura Anthony Analyzes the Crypto Debate

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# Is a Cryptocurrency a Security, Utility Token or Other Digital Asset? Attorney Laura Anthony Analyzes the Crypto Debate

Is it a security or is it a utility, currency, commodity or some other digital asset? That question has been continuously raised by those working with digital assets such as cryptocurrencies, virtual coins and tokens, including by digital asset issuers and companies that run platforms for the issuance or trading of such digital assets. Although the first and easy answer is that if a digital asset is being issued today, it is most assuredly a security upon issuance that needs to comply with the federal securities laws, the answer is not always that straightforward for digital assets that have been in the marketplace for a period of time, such as bitcoin and ether, or for new digital assets that are carefully being constructed to fall outside the purview of a securitized token.

The "STO" standing for security token offering has quickly gained favor alongside "ICO" with an industry-understood distinction. An STO is designed to be a security or financial instrument offering usually backed by stock, assets, revenues or profits in a company. An ICO may or may not be designed to be a security or financial instrument upon issuance, has utility or commodity attributes, and often involves a token offering entirely outside of the United States precluding US investors (some doing so more successfully than others, but that is another topic).

In this three-part blog, I will lay out fact patterns and analyze whether a digital asset is a security including (i) the issued- and trading-for-years Oldie Token; (ii) the about-to-be-issued Functional Token; and (iii) the newly-issued-as-a-dividend Free Token including a discussion of the definition of a "sale" under the Securities Act and its cousin, the Bounty Token.

## Sources Applicable to an Analysis of all Digital Assets

In determining whether a digital asset is a security and/or needs to comply with the U.S. federal securities laws in its issuance and distribution, at least the following sources should be reviewed and considered by securities counsel. This is not a comprehensive list of facts and circumstances, and the evolving state of the U.S. and international laws must also be considered, but it covers the basics;

- The Securities Act;
- The Exchange Act;
- SEC v. W.J. Howey Co., 328 U.S. 293 (1946) ("Howey");
- Reves v. Ernst & Young, 494 U.S. 56 (1990) ("Reves");
- Report of Investigation Pursuant to Section 21(a) of the Exchange Act: The DAO (July 25, 2017)(the "DAO Report");
- In the Matter of Munchee Inc. ("Munchee Order");
- Statement on Cryptocurrencies and Initial Coin Offerings (SEC Chairman Jay Clayton) (December 11, 2017) ("SEC Cryptocurrency Statement");
- Speech by William Hinman, the Director of the SEC Division of Corporation Finance at Yahoo Finance's All Markets Summit on June 14, 2018;


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- SEC v. PlexCorps et al., Civil Action No. 17-cv-07007 (E.D. N.Y., filed December 1, 2017) ("PlexCorp Litigation");
- In the Matter of Tomahawk Exploration LLC et al ("Tomahawk Matter");
- The Bitcoin White Paper;
- The Ethereum White Paper;
- The MUN Coin White Paper;
- The PlexCoin White Paper;
- Any and all recent statements, speeches or enforcement proceedings by the SEC; and
- The White Paper and all relevant documents associated with the particular Digital Asset.

This case study is limited to an analysis of the U.S. federal securities laws and does not include any state or international securities laws nor the applicability of any regulations promulgated under or enforced by any other U.S. regulators such as the CFTC, FinCEN or the IRS.

## The Oldie Token

The Oldie Token was a fair launch without any presale, ICO, pre-mine or distribution to the Oldie Token Team. No central company or entity was in charge of the initial launch. An international group of developers, building on the idea of John Doe, the founder of the idea on which Oldie Token is based (the "Initial Founders"), created the core code for the Oldie Token. Members of the developer community donated bitcoin, fiat currencies, coin and their time in a collaborative effort to launch, develop and maintain the Oldie Token.

The Oldie Token Team released 10 million coins during its Proof-of-Work phase and has a total upper limit of 15 million coins. Following the initial release, a team of developers and hundreds of contributors launched the Oldie Token open-source code on Github, the Oldie Token switched from Proof-of-Work to Proof-of-Stake and began trading on several cryptocurrency exchanges. Tokens continue to be issued via mining and as compensation for on initial graphical works, website maintenance, code updates and other contributions to the Oldie Token project.

A few years after the initial issuance of the Oldie Token, the Initial Founders formed a Foundation to direct the continued development of the Oldie Token on open source blockchain. Over time developers have made changes and upgrades to the Oldie Token code including to the wallet, programming which enables user to register names on a server linked to the blockchain and send and receive Oldie Token, data storage and messaging. The Foundation also solicits donations to spend on further development on the open sourced Oldie Token blockchain. The Foundation is based in Switzerland.

## Legal Analysis

The offering or sale of a security requires registration under the Securities Act and applicable state securities laws, unless it is able to fit within an exemption from registration. Registration under the Securities Act requires the issuer of the security to file a registration statement or offering circular in the case of Regulation A+ offerings, containing specified disclosure about the issuer, its management and business, including financial information. Likewise, the resale of a security by an existing security holder must either be registered or exempt from registration. The registration statement or offering circular is subject to review by the SEC before it can be used for the offer and sale of a security. The process can be both time-consuming and expensive.


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Exemptions from registration under both the Securities Act and applicable state securities laws are generally designed for limited offerings of securities to qualified offerees, such as "accredited investors." Broad-based solicitation without limits on the number or qualifications of offerees, or value of the offering, would make it difficult, if not impossible, to qualify for an exemption.

The registration requirements, or necessity to utilize an exemption, only apply to securities and accordingly, if Oldie Token is not a security, it could be issued or resold without compliance with the federal securities laws.

The Securities Act defines the term "security" broadly to include "investment contracts." Several tests have been used by the SEC and the courts to determine whether an offering involves an investment contract and thus a security, with the most commonly used test being the "Howey test." The SEC relied on the Howey test in its DAO Report in determining that certain offerings of tokens may be deemed securities.

As set forth below, the Oldie Token is not a security requiring compliance with the federal securities laws.

## The Howey Test

The US Supreme Court case of SEC v Howey, 328 U.S. 293 (1946) established the test for whether an arrangement involves an investment contract. An investment contract is a type of security. In Howey, the Supreme Court noted that the term "investment contract" has been used to classify those instruments that are of a "more variable character" that may be considered a form of "contract, transaction, or scheme whereby an investor lays out money in a way intended to secure income or profit from its employment." The Howey test can be expressed as three independent elements (the third element encompasses both the third and fourth prongs of the traditional Howey test). All three elements must be met in order for a token or cryptocurrency to be a security, including (i) An investment of money, (ii) in a common enterprise, (iii) with an expectation of profits predominantly from the efforts of others.

(i) Investment of Money. Under Howey, and case law following it, an investment of money may include not only the provision of capital, assets and cash, but also goods, services or a promissory note. Given the broad definition of investment, Oldie Token distributed to developers for mining or other services to the Oldie Token Project may satisfy this part of the test, but it is also possible that a court might view the individual efforts of the miners or developers differently and conclude that no investment of money has occurred.

(ii) Common Enterprise. Different circuits use different tests to analyze whether a common enterprise exists. Three approaches predominate: (a) horizontal; (b) narrow vertical; and (c) broad vertical.

Under the horizontal test, a common enterprise is deemed to exist where multiple investors pool funds into an investment and the profits of each investor equal a prorated portion of the total profits of the pool. See, e.g., Curran v. Merrill Lynch, 622 F.2nd 216 (6th Cir. 1980). Whether funds are pooled appears to be the key question, and thus in cases where there is no sharing of profits or pooling of funds, a common enterprise may not be deemed to exist. For example, a court has found that a discretionary trading account was not an investment contract because there was no pooling of funds.

Under the horizontal test, the Oldie Token may be considered a common enterprise — notwithstanding the absence of a pooling of funds — where the reward for work, through mining or the contribution of other services, correlates to the reward received by the miners, developers or other members of the Oldie Token community receiving Oldie Token. Thus, although the Foundation has some control over the protocol, the rewards in the form of Oldie Token would likely be correlated.


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Under the narrow vertical test, the key is whether the profits of an investor are tied to the promoter. For example, a court has found that the imposition of profit limitations on investors through requiring a promoter to receive an excess return rate tied to the investors return, satisfied this test. This test generally relates to income earned by a promoter from profits derived from participants.

Under the broad vertical test, the critical fact is whether the success of the investor depends on the promoter's expertise. If there is such a reliance, then a common enterprise is deemed to exist.

Under either of the vertical approaches, however, a common enterprise may not exist given the decentralized nature of the Oldie Token blockchain framework. This is because those who receive Oldie Tokens depend on their own efforts (mining or otherwise), rather than on any expertise of the Foundation or the Oldie Token Team (even though the Foundation may in some cases control or influence technical permission or changes to the protocol). The key is the degree of control exerted by the Foundation; where there is less reliance on the Foundation's expertise, there is less likelihood that the Oldie Token blockchain would be viewed as being part of a common enterprise.

The law on what constitutes a "common enterprise" is unclear and a definitive conclusion is not possible. Nevertheless, given that at no time has the Oldie Project received any funds from the issuance of the Oldie Token, and instead relies on donations, including donations made to the Foundation, to create, support and maintain the Oldie Token blockchain, a court would not be likely to find that the common enterprise element is satisfied. This is all the more the case since there was no presale of the Oldie Token or distribution to members of the Oldie Team.

An alternative test, sometimes called the "risk capital test," focuses on whether the holder of an investment may be deemed passive, and in being passive, relying on the efforts of others. This test has four parts:

(i) are any funds raised for use by a venture or enterprise;

(ii) who is the target investor (i.e., is it the public generally, or a group comprised only of those with specialized interest or expertise in the area relating to the investment); (iii) how much influence do investors have on the success of the enterprise; and (iv) is the investor's investment substantially at risk? The risk capital test does not seem applicable to the facts and circumstances of the Oldie Token distribution since it generally applies only in a limited number of jurisdictions, and typically is applied only in the context of "startup" capitalization for a business. Cases relating to the risk capital test generally relate to memberships in a club-like organization that does not allow commercial exploitation for profit, but only create a right of personal use. To the contrary, our fictional Oldie Token blockchain is an open-source system which allows for exploitation of the system by the Oldie Token owner. The Oldie Token Project does not receive funds from the issuance of Oldie Token. Moreover, the target investor in Oldie Token is the Oldie Token developer community, rather than the general investor class.

(iii) Expectation of Profit from the Efforts of Others. Under this element of the test, profit refers to the type of return or income an investor seeks on their investment (rather than the profits that might be earned from using the Oldie Token blockchain). This could refer to any type of return or income earned from being the owner of an Oldie Token, but for purpose of the Howey test and a securities law analysis would only include profits earned passively from the efforts of others. In other words, it is the essentially passive nature of the return, utilizing the efforts of others, that results in an "investment contract" and determination of the existence of a security, rather than a simple contract which in itself would not be a security.

In determining whether profits arise from the efforts of others, courts have been flexible including situations where there is significant or essential managerial or other efforts necessary to the success of the investment. An expectation of profits resulting from receipt of an Oldie Token primarily relates to whether the holder receives (i) rights or (ii) investment interests. While the holder of an Oldie Token may receive some form of financial incentive inherent in the Oldie Token's


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current and potential value, these incentives are primarily derived through the efforts of the holder of the Oldie Token, whether obtained by mining or by providing other services, or whether developed outside of the open-source blockchain protocol.

That is, owners of an Oldie Token can utilize, contribute to or even license their own contribution to the Oldie Token blockchain in various ways, none of which would be considered a passive investment. Owners of Oldie Token received by mining or for services would be better viewed as active participants, like franchisees or licensees. Although the Foundation may have some managerial oversight over the Oldie Token blockchain, including the distribution of the Oldie Token, the Foundation seeks the consensus of the Oldie Token community to make changes to the protocol, again making the owners active participants.

The appreciation in the value of the Oldie Token after issuance, due to secondary trading, should not affect the analysis of whether an Oldie Token is an investment contract and thus a security. Other rights that are not investment contracts or securities, such as loyalty points, airline points, licenses and franchise rights, can increase in value over time due to the secondary market for those assets.

The manner in which the Oldie Token is distributed to developers and miners, particularly the promotion and marketing, likely affects the "expectation of profits" analysis. For example, we assume that since the Oldie Project's public statements do not include words like "returns" or "profits" derived from the Oldie Token.

## Reves and the Family Resemblance Test

An analysis of Reves and the "family resemblance test" as formulated by the Supreme Court in Reves v. Ernst & Young is only appropriate when determining whether a loan is a security under the Securities Laws. Reves focused on the term "note" rather than the term "investment contract" as such terms are included in the definition of a security under the Securities Laws. There is nothing about the Oldie Token that suggests it could be a debt obligation or that any party has an obligation of repayment. That is also generally the case with any token or coin.

## License/Contract Right Considerations

Providing access to the open-source Oldie Token blockchain can be analogized to the grant of a license. Because software licenses are typically governed by contract law, one possible analysis would be to focus on the rights associated with the license that are granted by the licensor to the licensee. For example, the licensor's rights would include the ability to grant or distribute all, some or none of the rights attached to the use of the software code (originally the licensor's intellectual property), as well as the right to exclude certain parties from using any of those rights. Thus, the licensee would receive all of these rights, or a portion of these rights depending on what the licensor grants.

In the context of a license of the Oldie Token blockchain, if any, the Foundation would act as the licensor of the system, which includes the right to use the Oldie Token blockchain, but which does not include most other proprietary rights, including the right to assign or sublicense the Oldie Token blockchain or transfer any rights, other than those created by the developer/miner (licensee) by its independent contribution to a side blockchain, albeit one which builds on the public open-source Oldie Token blockchain. There are no voting rights inherent in the Oldie Token or provided to donors or other members of the Oldie Token community (other than, of course, the Board of the Foundation); at best there is an expectation that decisions will be made by consensus, and that users may use the Oldie Token blockchain for their own purposes, independent of the Foundation. Thus, of the bundle of rights, the only right is to use the Oldie Token blockchain, like any other open-source code. This limitation could be used to argue that the right is more analogous to a limited contract right rather than a security.


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## The DAO Report

The SEC has advised that tokens may be securities in certain circumstances, generally when involving raising capital for the issuer or seller of the tokens. On July 25, 2017, the SEC issued the DAO Report detailing its investigation into whether the DAO (an unincorporated "decentralized autonomous organization"), Slock.iotUG ("Slock.it"), its co-founders, and intermediaries violated the federal securities laws. Utilizing the Howey test, the SEC determined that the tokens issued by the DAO are securities under the Securities Laws and advised that those who would use distributed ledger or blockchain-enabled means for capital raising must take appropriate steps to comply with the Securities Laws (e.g., register the offering or qualify for an exemption from registration).

The DAO Report emphasized that whether a particular investment transaction involves the offer or sale of security is not dependent on the terminology used, but rather on the facts and circumstances, including the economic realities of the transaction.

As detailed in the DAO Report, the concept of the DAO was memorialized in a white paper (the "DAO White Paper") authored by the Chief Technology Officer of Slock.it. In the DAO White Paper Slock.it proposed an entity (a DAO entity) that would use smart contracts to attempt to solve governance issues it describes as inherent in traditional corporations. Slock.it organized a DAO as a crowdfunding contract to raise funds to grow a company in the crypto space. The DAO was a for-profit entity where participants would send ETH to the DAO to purchase DAO tokens, which would permit the participant to vote and entitle the participant to "rewards." The White Paper described this as similar to "buying shares in a company and getting . . . dividends." The DAO was to be "decentralized" in that it would allow for voting by investors holding DAO tokens. All funds raised were to be held at an Ethereum Blockchain "address" associated with the DAO and the DAO token holders were to vote on contract proposals, including proposals to the DAO to fund projects. Based on the vote of the DAO token holders, the DAO would use any "rewards" from the projects it funded to either fund new projects or distribute them to the DAO token holders. The DAO was intended to be "autonomous" in that project proposals were in the form of smart contracts that exist on the Ethereum blockchain and the votes were administered by the code of the DAO.

As described in the DAO Report, Slock.it was the promoter of the DAO and its tokens because it launched a website to describe and facilitate the DAO token sale, solicited media attention by posting updates on websites and online forums, communicated to the public about how to participate in the DAO token sale and retained the right to choose the "curators" that would determine what proposals to put to a vote by DAO token holders.

In applying the Howey test, the SEC found that the DAO's investors relied on the managerial and entrepreneurial efforts of Slock.it, its co-founders, and the DAO's curators to manage the DAO and generate profits.

Generally, the Oldie Project has a substantially different focus than that of the DAO. The DAO was focused on providing incentives for investment and promoting sales of the DAO token. Slock.it did this by emphasizing the DAO token's potential for profits by distributions/dividends and appreciation in value. Oldie Tokens are not sold for other currency, fiat or virtual, but are issued for the contributions made by the miners/developers to the Oldie Token blockchain from which they benefit themselves. Moreover, the role of the Oldie Team and the Foundation is different from that of Slock.it, primarily in that, unlike Slock.it, neither the Oldie Team or the Foundation receive payment for their role and neither actively promotes the Oldie Token as an investment.


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## The Munchee Order

On December 11, 2017, the SEC issued a cease-and-desist order against Munchee, Inc. ("Munchee") to stop Munchee's ICO and require it to return to investors the funds it collected through the sale of its MUN token. The SEC found that Munchee's token sale constituted an offering of securities in violation of the Securities Laws.

In applying the Howey test to the offering of the MUN token, the SEC gave little weight to the fact that Munchee characterized the MUN token as a "utility" token because of their functional use in connection with the business model of Munchee. Instead, the SEC focused on the manner in which the offering of the MUN token was marketed. In connection with the ICO, Munchee described how MUN tokens were expected to increase in value, especially as the result of Munchee's future efforts. The SEC noted that Munchee made statements in its White Paper, on blogs, podcast and Facebook posts that suggested that investors would profit from purchasing MUN tokens. In addition, Munchee endorsed statements made by other commentators that highlighted the opportunity for profit through the purchase of MUN tokens, including, for example, by linking their public post on their Facebook page about the offering ("199% GAINS on MUN token at ICO price!") to a YouTube video in which the person featured claimed that if investors got in early enough on ICOs they would make a profit. Munchee also stated in a blog post that investors could count on the burning of MUN tokens by Munchee from time to time to increase value.

In the Munchee Order the SEC noted that in its White Paper, Munchee said that they would work to cause MUN tokens to be listed on various exchanges to ensure that a secondary trading market would exist for MUN tokens. The SEC viewed such statements as priming "purchasers' reasonable expectations of profit" and that "[p]urchasers would reasonably believe that they could profit by holding or trading MUN tokens, whether or not they ever used the Munchee App or otherwise participated in the MUM 'ecosystem,' based on Munchee's statements in its MUN White Paper and other materials."

In addition to concluding that purchasers of MUN tokens would have a reasonable expectation of profits based on Munchee's states, the SEC concluded that those profits would be based primarily on the future efforts of Munchee. In the Munchee Order, the SEC said:

The proceeds of the MUN token offering were intended to be used by Munchee to build an "ecosystem" that would create demand for MUN tokens and make MUN tokens more valuable. Munchee was to revise the Munchee App so that people could buy and sell services using MUN tokens and was to recruit "partners" such as restaurants willing to sell meals for MUN tokens. The investors reasonably expected they would profit from any rise in the value of the MUN tokens created by the revised Munchee App and by Munchee's ability to create an "ecosystem" – for example, the system described in the offering where restaurants would want to use MUN tokens to buy advertising from Munchee or to pay rewards to app users, and where app users would want to use MUN tokens to pay for restaurant meals and would want to write reviews to obtain MUN tokens.

The SEC focused on the ongoing efforts by Munchee after the token sale. However, in most cases token issuers intend to use at least a portion of the proceeds from the sale to further develop the token ecosystem. In the Oldie Token context, the work done by developers and miners, and other contributors to the Oldie Token project is rewarded with Oldie Tokens. I do not think that the SEC intended by its statements in the Munchee Order to require an issuer of cryptocurrencies to refrain from any ongoing development and promotional activities for its blockchain once it issues a cryptocurrency coin.

I believe that had the Munchee ecosystem been built and usable at the time of sale and had Munchee not marketed and promoted the MUN tokens in a manner that focused on the future profit and investment potential of MUN tokens and had


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instead focused on how the MUN token would be used in Munchee's ecosystem and why the token was an important component of using and accessing the ecosystem, the SEC may not have found the token to be a security.

The SEC noted that Munchee focused on people interested in investing and making profits, not current users of the Munchee app or "people who, for example, might have wanted MUN tokens to buy advertising or increase their 'tier' as a reviewer on the Munchee App." This is different from the Oldie Team and Foundation's focus on miners/developers and members of the Oldie Token community who can contribute to the development of the Oldie Project (ecosystem) and not on the profits that may be derived from holding and investing in Oldie Token.

Realistically, in most cases, the developers and team involved in the creation of the cryptocurrency coin, such as is the case for the Oldie Team, will continue to play some form of role in supporting and developing the blockchain. This, in and of itself, is not a fatal fact. However, if the cryptocurrency has little or no functionality at the time of sale, as was the case with Munchee, the SEC may view this as indicative that the initial purchasers are passive investors hoping to make a profit as opposed to those desiring to participate in the development of the blockchain or to gain access to the products or services that will ultimately be provided through the blockchain's ecosystem.

## SEC Cryptocurrency Statement

Concurrently with the release of the Munchee Order, the SEC's Chairman, Jay Clayton, released a statement on cryptocurrencies and ICOs that provides some additional insights into the SEC's mindset in reviewing cryptocurrencies. He stated that "I believe that initial coin offerings – whether they represent offerings of securities or not – can be effective ways for entrepreneurs and others to raise funding, including for innovative projects." He also reemphasized in his statement that "replacing a traditional corporate interest recorded in a central ledger with an enterprise interest recorded through a block chain entry on a distributed ledger may change the form of the transaction, but it does not change the substance."

## SEC v. PlexCorps

On December 1, 2017, the SEC's newly created Cyber Unit filed a civil enforcement action in federal court against PlexCorps in connection with its ICO or the cryptocurrency "PlexCoin." On December 4, 2017, the court granted the SEC's request for an emergency freeze on PlexCorps assets. The PlexCoin White Paper written by PlexCorp characterizes PlexCoin as "the new Bitcoin." It states that it is comparable to bitcoin but with faster confirmation speeds. However, in the PlexCorps White Paper, PlexCoin promised an investment return of 1,354% for presale purchasers. The SEC viewed these as fraudulent misrepresentations designed to promote the purchase of over $15 million in PlexCoins.

Although the PlexCorp litigation and the facts of the case have some similarities with that of the Oldie Token Project, there are significant differences, most notably the manner in which Oldie Token has been promoted, as a tool for the developer community and those who use the Oldie Token blockchain for their own business purposes, apart from the Oldie Team and the Foundation. I do not think this changes the analysis or warrants the finding that the Oldie Token blockchain as directed by the Oldie Team and the Foundation would be deemed a security.

## Conclusion

Based on this analysis, it is a reasonable conclusion that the Oldie Token is not a security requiring compliance with the federal securities laws. However, this conclusion is most assuredly open to interpretation and opinions can and will vary.


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Securities Attorney Laura Anthony is the founding partner of Legal & Compliance, LLC, a national corporate, securities and business transactions law firm. For 23 years Ms. Anthony has focused her law practice on small and mid-cap private and public companies, the OTC market, NASDAQ, NYSE MKT, going public transactions, mergers and acquisitions, private placement and corporate finance transactions, Regulation A/A+, Exchange Act and other regulatory reporting requirements, FINRA and DTC requirements, state and federal securities laws, crowdfunding, general corporate law and complex business transactions.

Ms. Anthony and the Legal & Compliance team have represented issuers, buyers, sellers, underwriters, placement agents, investors, and shareholders in mergers, acquisitions and corporate finance transactions valued in excess of $1 billion. Legal & Compliance has represented in excess of 200 corporate vehicles and private entities in reverse mergers, initial public offerings and direct public offering transactions.

Attorney Laura Anthony and her experienced legal team provides ongoing corporate counsel to small and midsize private companies, OTC and exchange traded issuers as well as private companies going public on the NASDAQ, NYSE MKT or over-the-counter market, such as the OTCQB and OTCQX. For nearly two decades Legal & Compliance, LLC has served clients providing fast, personalized, cutting-edge legal service. The firm's reputation and relationships provide invaluable resources to clients including introductions to investment bankers, broker-dealers, institutional investors and other strategic alliances

The firm's focus includes, but is not limited to, compliance with the Securities Act of 1933 offer sale and registration requirements, including private placement transactions under Regulation D and Regulation S and PIPE Transactions as well as registration statements on Forms S-1, S-8 and S-4; compliance with the reporting requirements of the Securities Exchange Act of 1934, drafting and filing Form 10 Registration Statements, reporting on Forms 10-Q, 10-K and 8-K, and 14C Information Statements and 14A Proxy Statements; Regulation A/A+ offerings; all forms of going public transactions; mergers and acquisitions including both reverse mergers and forward mergers; applications to and compliance with the corporate governance requirements of securities exchanges including NASDAQ and NYSE MKT; crowdfunding; corporate; and general contract and business transactions.

Attorney Laura Anthony and her firm represents both target and acquiring companies in reverse mergers and forward mergers, including the preparation of transaction documents such as merger agreements, share exchange agreements, stock purchase agreements, asset purchase agreements and reorganization agreements. Ms. Anthony's legal team prepares the necessary documentation and assists in completing the requirements of federal and state securities laws and SROs such as FINRA and DTC for 15c2-11 applications, corporate name changes, forward and reverse stock splits and changes of domicile.


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Ms. Anthony is an approved PAL and OTC Markets Advisor with OTC Markets Group, the creator and author of SecuritiesLawBlog.com, the security industry's leading source for news and information, included in the ABA Journal's "10th Annual Blawg 100," the producer and host of LawCast.com™, The Securities Law Network, and a contributing blogger for The Huffington Post. Attorney Laura Anthony is recognized by Martindale-Hubbel as one of America's Most Honored Professionals and the recipient of the Martindale-Hubbel Distinguished® Rating.

Ms. Anthony is a member of various professional organizations including the Crowdfunding Professional Association (CfPA), Palm Beach County Bar Association, the Florida Bar Association, the American Bar Association and the ABA committees on Federal Securities Regulations and Private Equity and Venture Capital. She is a supporter of several community and charities including the Cystic Fibrosis Foundation, Opportunity, Inc., New Hope Charities, the Society of the Four Arts, the Norton Museum of Art, Palm Beach County Zoo Society, and Kravis Center for the Performing Arts. She is also a financial and hands-on supporter of Palm Beach Day Academy, one of Palm Beach's oldest and most respected educational institutions. She currently resides in Palm Beach with her husband and daughter.

Ms. Anthony is an honors graduate from Florida State University College of Law and has been practicing law since 1993.

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law·cast
Noun

Lawcast is derived from the term podcast and specifically refers to a series of news segments that explain the technical aspects of corporate finance and securities law. The accepted interpretation of lawcast is most commonly used when referring to LawCast.com, Corporate Finance in Focus, Example; "LawCast expounds on NASDAQ listing requirements."

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