

**Claim No. IL-2021-000019**

**IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES  
INTELLECTUAL PROPERTY LIST (ChD)**

**B E T W E E N:**

**CRYPTO OPEN PATENT ALLIANCE**

**(for itself and as Representative Claimant on behalf of Square, Inc., Payward Ventures, Inc. (DBA  
Kraken), Microstrategy, Inc., and Coinbase, Inc.)**

**Claimant**

- and -

**CRAIG STEVEN WRIGHT**

**Defendant**

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**ANNEX 2**

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Amended pursuant to CPR rule 17.1(2)(a) and pursuant to the Consent Order of Deputy Master Arkush dated 13 September 2021

Re-Amended pursuant to the Order of Judge Matthews dated 9 March 2022 and pursuant to CPR rule 17.1(2)(a)

Re-Re-Amended by order of Master Clark made following the hearing of 3 March 2023

Re-Re-Amended [under CPR rule 17.1(2)(a)] [by order of Mellor J made following [x]]

Claim No: IL-2021-000019

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BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

CHANCERY DIVISION

INTELLECTUAL PROPERTY LIST

BETWEEN:

CRYPTO OPEN PATENT ALLIANCE

(for itself and as Representative Claimant on behalf of Square, Inc., Payward Ventures, Inc. (DBA Kraken), Microstrategy, Inc., and Coinbase, Inc.)

Claimant

– and –

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RE-RE-RE-AMENDED PARTICULARS OF CLAIM

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The Claimant

1. The Claimant, Crypto Open Patent Alliance (abbreviated to ‘COPA’), is a US-based non-profit mutual benefit corporation established in September 2020. It was formed to encourage the adoption and advancement of cryptocurrency technologies and to remove barriers to growth and innovation in the cryptocurrency space. As at the date of these Re-Re-Re-Amended Particulars of Claim it has ~~34~~ 36 members.

2. COPA is incorporated under the laws of the state of California. It has a registered address of 3000 El Camino Real, Building Two, Suite 900, Palo Alto, CA 94306 and California entity number C4638946.

Representative Claimant

2A The Claimant is a representative claimant under CPR 19.6. The parties with the same interests in this dispute who are represented by the Claimant are:

2A.1 Square, Inc.;

2A.2 Payward Ventures, Inc. (DBA Kraken);

2A.3 Microstrategy, Inc.; and

2A.4 Coinbase, Inc.

(collectively the “**Represented Parties**”)

2B The Claimant brings these proceedings on its own behalf and as representative claimant on behalf of the Represented Parties. The Claimant and the Represented Parties have the same interest in the outcome of these proceedings as they host the Bitcoin White Paper. The Represented Parties have consented to be represented by the Claimant in this matter and accept to be bound by any judgment or order as required by CPR 19.6(4).

The Defendant

3. The Defendant (hereinafter “**Wright**”) is a resident of England and Wales.

**Bitcoin Definition and Relevant Concepts**

4. Bitcoin is a type of cryptocurrency developed in 2008 and based on concepts first set out in a paper entitled “Bitcoin: A Peer-to-Peer Electronic Cash System”. Bitcoin is a decentralised form of digital currency that eliminates the need for traditional intermediaries such as banks and governments to enable financial transactions. Bitcoin can be transferred from user to user using a peer-to-peer network, with transactions being verified through a decentralised consensus mechanism by networked computer “nodes” that run Bitcoin software (the

“Bitcoin Network”). The computer nodes record the verified transactions in a distributed ledger called a blockchain, which is public and maintained independently by the computer nodes.

5. Bitcoin transactions make use of public-key cryptography to create key pairs that allow users to transfer Bitcoin. Each user’s key pair consists of a private key and - derived from it - a unique public key. An algorithm is applied to the private key to generate the public key (so the public key is derived from and correlated to the private key). A Bitcoin address (derived from, and a shorter version of the public key) is shared publicly and used as the address for a recipient to be able to receive funds, and the private key is used by a sender to sign (i.e. to authenticate) transactions to be able to transfer their Bitcoins to a recipient. The private key, essentially a user’s digital password, is required for the user to spend, withdraw, transfer, or carry out any other transaction.
6. When a person transfers Bitcoin to another, the sender signs the transaction with their private key, and posts the transaction to the Bitcoin Network. The Bitcoin Network verifies the transaction as being valid (by making sure the sender is not “double spending” any portion of Bitcoin the sender has already spent) before adding the transaction to the Bitcoin blockchain.

### **The Release of Bitcoin**

#### *The Bitcoin White Paper*

7. The paper entitled “Bitcoin: A Peer-to-Peer: Electronic Cash System” was released on 31 October 2008 under the name Satoshi Nakamoto to the “metzdowd [cryptocurrency cryptography](#)” mailing list, a mailing list made up of people with an interest in [cryptocurrencies cryptography](#). It was also hosted on Sourceforge from around 9 November 2008 where it was published under the MIT License. It was posted on Sourceforge.net on 24 March 2009 (“**the Bitcoin White Paper**”). It is included in **Annex 1** to these [Re-Re-Amended](#) Particulars of Claim. It is averred that Satoshi Nakamoto is a pseudonym for an unknown person or group of people (hereinafter “**Satoshi**”). Wright claims to be Satoshi, an assertion that is widely disputed.

8. The Bitcoin White Paper introduced and set forth the framework of Bitcoin. It defines a decentralised peer-to-peer protocol that can track and verify digital transactions, prevent double-spending, and generate a transparent record in the form of a shared ledger for anyone to inspect in nearly real-time. The Bitcoin White Paper also defines, *inter alia*, the steps required to operate as a computer node of the Bitcoin Network.
9. Prior to the release of the Bitcoin White Paper, Satoshi had shared a draft of the Bitcoin White Paper ~~in on~~ in ~~on~~ 22 August 2008 (the “**Draft Bitcoin White Paper**”) with a group of individuals. The identities of all those with whom it was shared are not known.

#### *The first Bitcoins*

10. It is averred that Satoshi ~~mined~~ created the first block of the Bitcoin blockchain, on the basis of the framework set forth in the Bitcoin White Paper, on 3 January 2009. This is referred to as Block 0 or the ‘Genesis Block’ (the “**Genesis Block**”). The second block, Block 1, was mined on 9 January 2009. The first transaction within the Bitcoin blockchain is recorded in Block 170 and corresponds to a transfer of 10 Bitcoins from Satoshi to Hal Finney, a computer scientist. The Bitcoins in this transaction were created as a result of the mining of Block 9.

#### *Release of the Bitcoin source code*

11. On 8 January 2009, Satoshi published a link to the first release of the Bitcoin executable file and the related source code on Sourceforge, again notifying the metzdowd ~~cryptocurrency~~ cryptocurrency cryptography mailing list (the “**Bitcoin Code**”). The Bitcoin Code on Sourceforge included the following: the Bitcoin White Paper in a “Research Paper” subfolder; archives containing the source code in a “Bitcoin” subfolder; and a list of project attributes, including “Programming Language: C++,” “Release Date: 2009-02-04,” and “License: MIT License”.
12. Since the release of Bitcoin in January 2009, both the Bitcoin Code and Bitcoin White Paper have been widely published and disseminated throughout the world.

### **Wright's claim to ownership of copyright in the Bitcoin White Paper**

13. Initial claims that Wright purports to be Satoshi first appeared in mainstream media in December 2015, including in an article published by WIRED magazine on 8 December, which claimed that Wright was Satoshi. Three days later, on 11 December 2015, WIRED retracted its assertion by publishing an article entitled, "New Clues Suggest Craig Wright, Suspected Bitcoin Creator, May be a Hoaxer" (together, the "**WIRED Articles**").
14. Initially, Wright did not publicly accept WIRED's initial article proposing he may be Satoshi. However, on 2 May 2016, Wright publicly proclaimed, through a number of press outlets, that he was Satoshi and therefore the creator of Bitcoin. In so doing, he claimed authorship of the Bitcoin White Paper, as discussed further below. Wright has since that date maintained that he is Satoshi but has failed to validate that claim.
15. Prior to 2016 Wright had never publicly suggested or claimed he was Satoshi.
16. As the claimed author of the Bitcoin White Paper, Wright also claims to be the first owner of copyright in it pursuant to s.11 of the Copyright Designs and Patents Act 1988.

### **Wright's failed attempts to prove he is Satoshi**

17. Wright has failed to provide any credible evidence that he is Satoshi despite publicly pronouncing he would do so on numerous occasions. On several occasions when Wright has chosen to proffer evidence that supports his claim, that evidence has been shown to be inauthentic, or of, at the very least, questionable authenticity or provenance.
18. Following the publication of the WIRED Articles in late 2015, Wright entered into a contract with a company called EITC on 17 February 2016 (the "**EITC Agreement**"). Under the EITC Agreement, Wright agreed:
  - 18.1. That there would be a public announcement that Wright was Satoshi pursuant to clause 2(c)(4).

18.2. That Wright would be interviewed and would “answer all questions put to him in a full, frank and truthful manner, including providing all such detail and information as he is able” pursuant to clause 4(a).

19A Under the EITC Agreement, Wright was paid AUS\$1,000,000 in consideration for the ‘Rights’ in order for EITC Holdings Limited to be able to commercially exploit Wright’s life story. The following terms were defined in the EITC Agreement:

“‘Rights’ means any and all rights, title and interest, throughout the world, in and relating to (1) the Story; (2) the Subject’s Materials; and (3) the Works...”

“‘Subject’s Materials’ means all information, documents, photographic and audiovisual works, email correspondence, electronic files and records, computer software applications and code, and any other documentary or other records relevant to the Story. This shall include at least 400 photographs, to [be] supplied by the Subject to the Buyer, covering the full period of the Subject’s life and including a selection of photographs of all the significant events of the Subject’s life”

“‘Story’ means the entire life story of the Subject both prior to and following this Agreement, including but not limited to the matters set out at Annex A hereto, provided however that the Story shall not include any personally identifiable information relating to the Subject’s family, without Subject’s reasonable consent”

19B Annex A to the EITC Agreement described Wright’s life story as including “the history of his career and professional work and research, and the history of the creation of and continued work on Blockchain technologies, Bitcoin, cryptocurrency...”. Annex A described Wright as “the inventor of the Blockchain technology and Bitcoin, which he released in November 2008 by way of a whitepaper under the pseudonym Satoshi Nakamoto”.

19C In the premises, the Claimant infers that prior to entering into the EITC Agreement Wright provided documents, such as those defined as being the ‘Subject’s Materials’, or other information, in order to convince EITC Holdings

Limited to enter into the EITC Agreement and pay Wright the sum of AUS\$1,000,000. It is inferred that such documents or information were said to prove that he was the person behind the pseudonym Satoshi and the author of the Bitcoin White Paper. It is averred that EITC Holdings Limited would not have entered into the EITC Agreement without Wright (or another on his behalf) having furnished some form of documents or information that would, on their face, indicate that Wright was Satoshi. The Claimant is not privy to the nature of any documents or information provided by Wright (or another on his behalf) prior to the entering into of the EITC Agreement, but avers that such documents or information would cast light on Wright's claims to be Satoshi. Wright has not, to date, publicly revealed the nature of the documents or information that he (or another on his behalf) shared with EITC Holdings Limited (or another party associated with it) in order to seek to persuade them to enter into the EITC Agreement and pay him the sum of AUS\$1,000,000.

19D It is further inferred that following the execution of the EITC Agreement, Wright provided the 'Subject's Materials' to EITC Holdings Limited or another party associated with it, in order to comply with his obligations under the EITC Agreement. Wright has not, to date, publicly revealed the nature of the documents or information that he (or another on his behalf) shared with EITC Holdings Limited (or another party associated with it) following the execution of the EITC Agreement. The Claimant is not privy to the nature of any documents or information provided by Wright (or another on his behalf) after the entering into of the EITC Agreement, but avers that such documents or information would cast light on Wright's claims to be Satoshi.

19. Pursuant to those contractual obligations, Wright conducted a number of interviews which were supposed to demonstrate that he was Satoshi. These interviews were subject to a reporting embargo and could not be published until 2 May 2016. One of these interviews was with GQ Magazine, who interviewed Wright on 26 April 2016. This interview was conducted by a journalist, Stuart McGurk, who was accompanied by a Bitcoin expert from University College London, Dr Nicholas Courtois (the “**GQ Interview**”). During this interview Wright stated:



*“I'm not going to sign every fucking key I own in the world. I've got the first fucking nine keys, I've got the fucking genesis bloody block, I've got the fucking code, I've got the fucking papers. I'm not going to go through fucking everything. I don't really give a shit whether people like it.”*

20. When the reports, including the GQ article, were made public on 2 May 2016 following the lifting of the reporting embargo, Wright also made simultaneous public proclamations on his own on his blog on 2 May 2016 that he was indeed Satoshi. Wright then publicly offered, in a further blog post on [34](#) May 2016, to provide “extraordinary proof” of his claims, stating:

*“Over the coming days, I will be posting a series of pieces that will lay the foundations for this extraordinary claim, which will include posting independently-verifiable documents and evidence addressing some of the false allegations that have been levelled, and transferring bitcoin from an early block.*

*For some there is no burden of proof high enough, no evidence that cannot be dismissed as fabrication or manipulation... You should be sceptical. You should question. I would. I will present what I believe to be 'extraordinary proof' and ask only that it be independently verified. Ultimately, I can do no more than that.”*

21. Accordingly, Wright has publicly asserted that one of the ways he can prove he is Satoshi is by referencing his ability to make transactions associated with the Genesis Block and other early Blocks. To date, Wright has failed to do so.
22. Wright has stated that he proposes to establish his authorship of the Bitcoin White Paper by reference to documents that he claims to exist, including drafts of the Bitcoin White Paper. Wright has in these proceedings declined to provide information under the Pre-Action Protocol identifying any such drafts. The following are particulars of occasions on which Wright has proffered documentary evidence which purports to (but does not) support his claim to be Satoshi.

(1) The Sartre Message

23. On 2 May 2016, the various press outlets with whom Wright had collaborated to try to demonstrate he was Satoshi published their articles on the ‘proof’ that Wright had given. Wright had sought to show that he was Satoshi to BBC and Economist journalists by demonstrating current possession of one of Satoshi’s private keys. Wright sought to demonstrate his possession of such a private key by signing a message with the private key.
24. Wright claimed to present a message, a hash of the message, and a signature of the hash in the form of the text of a speech by Jean-Paul Sartre (the “Sartre Message”). The signature was purported to correspond to a private key associated with Bitcoins mined in Block 9 of the Bitcoin blockchain (which are believed to be Bitcoins mined by Satoshi).
25. However, the Sartre Message offered no such proof. Rather, it is averred that Wright took a signature from a transaction on the public Bitcoin blockchain published first in 2009 and republished it. Wright presented a fragment of the Sartre Message and claimed that the signature corresponded to the Sartre Message. However, the provided signature was that of a 2009-era Bitcoin transaction that was publicly available in the blockchain and not one that was contemporaneously generated with regard to the Sartre Message (or one that corresponded to the Sartre Message).

(2) The BlackNet Abstract

26. On 10 February 2019, Wright published a picture of an abstract on Twitter regarding a project entitled ‘BlackNet’ which he asserts is an early iteration of the Bitcoin White Paper (the “**BlackNet Abstract**”). This abstract published by Wright appears to describe a Peer-to-Peer transaction system for sending “online consideration” without the use of a central intermediary. Wright asserts that the BlackNet Abstract was written in 2001 and submitted to the Australian Government.
27. The BlackNet Abstract is copied from the abstract of the Bitcoin White Paper. The abstract in the Draft Bitcoin White Paper from August 2008 was corrected and amended before it was finally published as the Bitcoin White Paper in October 2008. The BlackNet Abstract, despite Wright’s assertions that it was

written in 2001, contains the corrections made between August 2008 and October 2008 and entered into the Bitcoin White Paper. In the premises, it is averred that the BlackNet Abstract is a copy of the abstract of the Bitcoin White Paper (i.e. the one published in October 2008 which contains the corrections made between August 2008 and October 2008) and is therefore not a document which predates either the Draft Bitcoin White Paper or the Bitcoin White Paper.

(3) The 12 March 2008 Kleiman email

28. There are ongoing proceedings in the United States involving Wright, in which it is alleged that Wright stole a substantial amount of Bitcoin and related intellectual property assets from a company named W&K Info Defence Research, LLC, after the death of its founder, David Kleiman, by forging documents (the “**Kleiman Litigation**”). In those proceedings Wright asserts that he sent an email to David Kleiman on 12 March 2008 which shows him to be the originator of the idea of Bitcoin. The email he claims to have sent is as follows:

-----Original Message-----

From: Craig S Wright [mailto:craig.wright@information-defense.com]

Sent: Wednesday, 12 March 2008 6:37 PM

To: dave kleiman

Subject: FW: Defamation and the difficulties of law on the Internet.

I need your help editing a paper I am going to relase later this year. I have been working on a new form of electronic money. Bit cash, Bitcoin...

You are always there for me Dave. I want you to be a part of it all.

I cannot release it as me. GMX, vistomail and Tor. I need your help and I need a version of me to make this work that is better than me.

Craig

29. The domain used by the sender of this email is ‘information-defense.com’, which was not created until 23 January 2009. In the premises, the email could not have been sent in 2008 as claimed from the “craig.wright@information-defense.com” email address.

(4). The SSRN Submission

30. On or about 21 August 2019, Wright uploaded to the Social Science Research Network (SSRN) a document which he asserts to be the ‘final’ version of the Bitcoin White Paper, in which he is named as the author. The post claims that the document was written on 21 August 2008. Wright posted two versions of what he claims to be his original version of the Bitcoin White Paper within SSRN.
31. The metadata of the actual Bitcoin White Paper has a creation date of 24 March 2009. The first version Wright submitted to SSRN has discrepancies in the document properties. Examination of this first version reveals that its metadata was tampered with - supplemental metadata was added to this version to superficially indicate a creation date of 24 January 2008 and a “modified” date of 21 May 2008. This added metadata displays as the creation and modified date in the user interface of standard consumer software, i.e. the tampered dates are what would appear to a layperson upon cursory examination. However, a forensic examination of the metadata of this first version reveals another “creation date” entry embedded within the metadata, specifying a creation date that corresponds exactly to the creation date of the Bitcoin White Paper, specifically “/CreationDate (D:20090324113315-06'00)”.
32. The metadata of this first version includes an entry indicating that the original creation date is 29 March 2009, which is at odds with the creation date of 24 January 2008 that shows up in other parts of the metadata. In the premises, it is averred that this first version posted to SSRN is actually a copied version of the Bitcoin White Paper with alterations to its metadata (at least that the dates of 24 January 2008 and 21 May 2008 were added to the genuine metadata of the Bitcoin White Paper) to make it appear that it was created in 2008. It is averred that the dates of 24 January 2008 and 21 May 2008 were added to the genuine metadata of the Bitcoin White Paper by Wright to support his attempt to claim that he had drafted the Bitcoin White Paper.
33. The second version that Wright uploaded to SSRN, which is the version he has currently uploaded there, had further changes to the metadata compared to the first version. However, the original creation date of 24 March 2009 from the actual Bitcoin White Paper still exists within the second version’s metadata. It is

averred that Wright again sought to manipulate the metadata a second time but failed to remove the original creation date.

34. The genuine metadata in the actual Bitcoin White Paper and metadata contained within the two versions posted on SSRN by Wright all state the 24 March 2009 date as being the creation date, with the ~~dates~~ times agreeing to the millisecond.
35. In the premises, on several occasions when Wright has sought to prove he is Satoshi by way of documentary evidence, it has been shown that the documents he relies on are not what he claims they are.

35A. In the course of these proceedings, in accordance with the order of the Court, (a) Wright has identified his “reliance documents”, namely those on which he primarily relies in support of his claim to be Satoshi; and (b) those and other documents disclosed by Wright have been the subject of examination and a report by an expert in forensic document examination for the Claimant. For many of the “reliance documents”, there are indicia showing that they have been altered or otherwise tampered with. The same is true of many other documents in Wright’s disclosure which appear to bear on the question as to whether he is Satoshi. Details of indicia of alteration or tampering are set out in the First Expert Report of Patrick Madden dated 1 September 2023.

35B. It is to be inferred (a) that Wright is responsible for the alteration of or tampering with these documents, whether by carrying them out himself or having others do so at his direction or with his knowledge; or at least (b) that he is aware of the alteration or tampering. In the circumstances, it is also to be inferred that the purpose of these acts was to create documents that would be deployed to prove that Wright is Satoshi. The Claimant places reliance on the alteration of and tampering with such documents in support of its case that Wright is not Satoshi.

35C. The Claimant will also rely upon Wright’s history of plagiarism as similar fact evidence to show his propensity to take credit for work others have undertaken and pass it off as his own. Specifically, Wright’s LLM thesis submitted to Northumbria University in 2008 entitled ‘The Impact of Internet Intermediary Liability’, plagiarises the works ‘Liability of Internet Service Providers’

[published in 1996 and ‘Intellectual Property and the Internet: A Comparison of UK and US Law’ published in 1998, both by Hilary Pearson.](#)

**Wright’s threats to enforce his alleged rights**

36. Wright has made public declarations of his intention to enforce the intellectual property rights he claims to own in Bitcoin, including in the Bitcoin White Paper. He has made his intentions known both generally to the public at large and directly to individuals, including one of the members of the Claimant.
37. On 13 February 2020, Wright published a blog entitled ‘Forking and Passing Off...’ on [www.craigwright.net](http://www.craigwright.net). This blog post stated, in relation to the issue of his being the sole creator of Bitcoin, that:

*“In other words, I retain the copyright in the works I create using the open-source software.”*

*“As the sole creator of Bitcoin, I own full rights to the Bitcoin registry. People can fork my software and make alternative versions. But, they have no rights to change the protocol using the underlying database. I was explicit when I said so by putting forward reasons not to fork the database. Yet, both Bitcoin Core (Core) and Bitcoin ABC (ABC), global partnerships under law, have sought to use my database without authority. Rather than seeking licences, they have sought to attack my character and impugned me. This year, I am taking charge and control of my system.... Those involved with the copied systems that are passing themselves off as Bitcoin, namely BTC or CoreCoin and BCH or BCash, are hereby put on notice. Please trust me when I say that I’m far nicer before the lawyers get involved.” (emphasis added)*

*“As the creator of Bitcoin, I have what is known as database rights in the European Union and the UK.”*

38. In the premises, since at least February 2020 Wright has evinced a clear intention to enforce his claimed intellectual property rights. Prior to that date Wright had not, so far as the Claimant is aware, sought to assert any of his claimed IP rights in or related to Bitcoin.

39. On 20 January 2021, Wright, through his lawyers Ontier, sent letters before action to various parties including:
- 39.1. the person or persons unknown controlling and operating the website Bitcoin.org and using the pseudonym Cobra;
  - 39.2. the persons controlling and operating the website BitcoinCore.org; and
  - 39.3. the persons controlling and operating the website Bitcoin.com.
40. These letters asserted that Wright is the individual behind the pseudonym “Satoshi Nakamoto” and that Wright is the owner of the copyright in the Bitcoin White Paper. The letter went on to state that Wright no longer consented to the continued publication of the Bitcoin White Paper on those websites, and demanded that they take down the Bitcoin White Paper on the basis of Wright’s assertion that he is the owner of the copyright therein.
41. On 21 Jan 2021, Ontier also sent a cease and desist letter in similar terms to @Square, @Sqcrypto and @SquareUK on Twitter. These are Twitter handles associated with Square, Inc (hereinafter “**Square**”). Square is one of the members of the Claimant and is one of the Represented Parties.
42. On 5 February 2021, the Claimant wrote a letter to Ontier because it and a number of its members, including Square, hosted copies of the Bitcoin White Paper. This letter was written because those members were concerned by the demands made in the 21 January 2021 letter. The 5 February 2021 letter sought further information about Wright’s claims including an explanation of “*the basis that [Wright] was the author of the White Paper and is the owner of the copyright therein*”. This letter included detailed questions going to the heart of Wright’s claims that he was the author of the Bitcoin White Paper, stating as follows:
1. *Please explain on what basis you assert that your client is the individual behind the pseudonym ‘Satoshi Nakamoto’ and is the author of the White Paper.*
  2. *On what date or dates does your client say that he wrote the White Paper?*

3. *At what location or locations does your client say that he wrote it?*
  4. *Please provide the above information for the version released on 31 October 2008 and all drafts (further references in these questions to the White Paper include all versions and drafts).*
  5. *Is it your client's position he wrote the White Paper alone, or with others? If the latter, please identify the co-author(s) and when such contribution(s) were made. If your client's position is that another person or persons edited or otherwise contributed to the White Paper, but not such as to amount to co-authorship, please identify such person or persons and when such contribution(s) were made.*
  6. *On what basis provided for by any applicable international Convention does your client claim to be entitled to UK and other copyrights in the White Paper?*
  7. *Was your client employed by, did he hold any office with, or did he work under contract to, any person, organisation or business at any time during the period or periods identified in questions (1)-(4)? If so, please set out the nature and status of any such roles.*
  8. *Is it your client's position that the work that he says he did on the White Paper fell outside any such employments, offices or contractual relationships?*
  9. *Is it your client's position that he has at all times since authoring the White Paper owned the copyright therein? If at any time he has assigned or otherwise divested himself of said copyright, or agreed to do so, please provide information about any such transaction(s) and the basis on which he now claims to own copyright in the White Paper.*
43. On 19 February 2021, Ontier, on behalf of Wright, responded to the 5 February letter. They declined to answer the questions posed in the 5 February letter claiming it was “an improper attempt to extract evidential material about our client and his claim to which your client and its members have no entitlement at



*this time*” and repeated the assertion, without adding support, that Wright is the owner of the copyright in the Bitcoin White Paper.

44. This letter also made it clear that Wright does not consent to the Claimant or its members using the Bitcoin White Paper and asked that both the Claimant and its members remove the Bitcoin White Paper from their respective websites and social media accounts.
45. Following up on his threats, including by way of his cease and desist letters, to enforce his rights against the crypto community, Wright has issued proceedings in the English Courts against Cobra on 24 February 2021. Cobra was one of the entities that received a cease and desist letter. The action against Cobra is against persons unknown, because the individual(s) behind Cobra are not public.
46. In the premises, Wright has threatened to enforce his alleged rights against the Claimant, members of the Claimant and third parties.

#### **Relief sought**

47. The Claimant seeks declaratory relief and related injunctive relief in relation to the Bitcoin White Paper.

#### **Claimant’s need for declaratory relief**

48. There is a genuine commercial need for the Court to rule upon Wright’s claim that he is the author of, and owner of the copyright in, the Bitcoin White Paper given Wright’s refusal to provide evidence of such outside of litigation. Without a court ruling on his claims, Wright will continue to assert he is the author and owner.
49. The Bitcoin White Paper is hosted and made available online by the Claimant at <https://opencrypto.org/bitcoin.pdf>. It was first published online by the Claimant on 27 January 2021.
50. Several members of the Claimant presently host the Bitcoin White Paper.
51. Wright’s actual threats, as well as the implicit threat embodied in his 13 February 2020 blog post, have been targeted at the public at large and have had a chilling

effect on parties wishing to publish and utilise the insights of the Bitcoin White Paper. By way of example, the Bitcoin White Paper was removed from Bitcoincore.org in response to the cease and desist letter from Wright referenced at paragraph 39.2 above.

52. The Claimant, and its members, must be free to post, discuss, comment upon and otherwise utilise the Bitcoin White Paper in order to freely promote innovation.
53. The Claimant's Bylaws state the Claimant is "committed to making foundational cryptocurrency technology for everyone." The Claimant was incorporated to "encourage the adoption and advancement of cryptocurrency technologies and to protect against anything that might be a barrier to growth." The Claimant has a specific interest in making sure the Bitcoin White Paper is available to all, and it cannot carry out its function of ensuring access to the Bitcoin White Paper to all if it is required to remove it.
54. The Bitcoin White Paper is essential to the Claimant, its members and the cryptocurrency community at large, from a technical, historical, cultural and economic perspective. Wright's actions to date, which seek to suppress the publication of the Bitcoin White Paper by entities with whom he does not agree, cause harm both to the Claimant and its members, but also to the wider cryptocurrency community. Wright should not be able to suppress the Bitcoin White Paper as he is not the author.
55. The technical content of the Bitcoin White Paper frames and describes concepts in very specific ways that are helpful to orient programmers. Other cryptocurrencies, such as Ethereum, reference the Bitcoin White Paper in their own White Paper. The concepts described in the Bitcoin White Paper enable developers to, for example, explain to potential users the different attributes of new cryptocurrencies over Bitcoin. The relevance of the Bitcoin White Paper is therefore to the whole cryptocurrency sphere, and not merely to Bitcoin and those cryptocurrencies derived from it.

*Wright's use of the threat of legal proceedings for his own gain*

56. Wright is involved in BSV, which he has promoted as being the “true vision” of Bitcoin. BSV or Bitcoin SV (short for “Bitcoin Satoshi Vision”), is a cryptocurrency that is a hard fork from Bitcoin (a hard fork results in two versions of cryptocurrencies with a common origin, which from then on evolve independently).
57. BSV is, therefore, derived from Bitcoin and is promoted as a competitor offering to Bitcoin.
58. Wright has used the threats of legal action in order to publicise and promote BSV. He has stated this in his blog post of 29 January 2021 entitled ‘Bitcoin White Paper Statement of Jan 29, 2021’:

*“And yet today, organisations use the Bitcoin name and the white paper itself to promote coins and products which they know to be inconsistent with the system as originally described. Such alternate coins and products not only fail to live up to the specification set out in the white paper, but still use the Bitcoin name and the white paper to promote themselves. As the author of the white paper, I feel compelled to exercise my legal rights and to ensure that it cannot be marketed in such a way—not just so that Bitcoin can live up to its potential, but so that people are not misled into supporting a different endeavour, having been led to believe that they were supporting Bitcoin.” (emphasis added)*

*“What I hoped to achieve by taking action against certain misusers of the white paper was to bring awareness to the Bitcoin system that is described within it, and to distinguish the system from others using the Bitcoin name. I believe the white paper speaks for itself. Whether something is ‘Bitcoin’ or not can be easily checked with reference to the document. If it fails to live up to the system of peer-to-peer electronic cash described therein, then it is not Bitcoin. Bitcoin SV is the Bitcoin system I described in the white paper.” (emphasis added)*

59. In the premises, Wright has used his alleged ownership of the Bitcoin White Paper as a publicity tool for BSV and therefore seeks to benefit personally and commercially. Wright had never sought to enforce any of his alleged IP rights prior to the formation of BSV.

### **Further matters in support of the granting of the relief sought**

60. The Claimant will rely on, *inter alia*, the following further matters to demonstrate that Wright's claim to be Satoshi is not credible.

#### Failure to demonstrate access to accounts controlled by Satoshi

61. Wright has publicly asserted that he can prove he is Satoshi by reference to the Genesis Block. Wright should therefore, amongst other things, be able to show:
- 61.1. That he has control over Satoshi's private key and the Genesis Block.
- 61.2. That he has access to and control over the various email accounts used by Satoshi.
- 61.3. That he has access to and control of Satoshi's bitcointalk forum login.
62. To date Wright has not been able to carry out the above.

#### Findings in the Kleiman Litigation

- ~~63. The Claimant will rely upon a number of findings in the Kleiman Litigation which are probative of Wright's conduct, specifically his conduct in relation to his inability to produce tangible evidence to back up his assertions that he is Satoshi. Magistrate Judge Reinhart observed in a judgment dated 27 August 2019 that when Wright was:~~

~~*"confronted with evidence indicating that certain documents had been fabricated or altered, he became extremely defensive, tried to sidestep questioning, and ultimately made vague comments about his systems being hacked and others having access to his computers. None of these excuses were corroborated by other evidence"*~~

- ~~64. Magistrate Judge Reinhart continued that:~~

~~*"There was substantial credible evidence that documents produced by Dr Wright to support his position in this litigation are fraudulent. There was credible and compelling evidence that documents had been altered. Other documents are contradicted by Dr. Wright's testimony or declaration. While*~~

~~it is true that there was no direct evidence that Dr. Wright was responsible for alterations or falsification of documents, there is no evidence before the Court that anyone else had a motive to falsify them. As such there is a strong, and unrebutted, circumstantial inference that Dr. Wright willfully created the fraudulent documents.”~~

65. ~~On these matters Magistrate Judge Reinhart was upheld by Judge Bloom in a judgment of 10 January 2020:~~

~~“The Court has also reviewed the transcripts from the Evidentiary Hearing held by Judge Reinhart and agrees with his credibility findings relating to the Defendant. Indeed, in answering opposing counsel’s questions, the Defendant was evasive, refused to give and interpret words in their very basic meanings, was combative, and became defensive when confronted with previous inconsistencies.”~~

#### General matters going to Wright’s credibility

66. In the Kleiman Litigation, Wright proffered an email from Dave Kleiman to Uyen Nguyen to the court as evidence supporting Wright’s request for the court to dismiss the action for lack of subject-matter jurisdiction. This email was purportedly dated 20 December 2012. When the email became public, members of the public showed that the PGP signature on the email was created a year after the death of Dave Kleiman. Wright subsequently withdrew the e-mail from evidence, stating that he could not verify the date of the email exchange. The email was therefore electronically tampered with and forged by Wright. As to the basis on which the Claimant alleges forgery, the Claimant relies on the above matters as establishing this allegation.

66A. In the Kleiman Litigation, Wright proffered a Deed of Trust document as evidence of the existence of a trust called the Tulip Trust. Wright has claimed that the Tulip Trust held Bitcoin and/or an encrypted file with keys to that Bitcoin. The Deed of Trust document that was adduced by Wright was dated 23 October 2012. That date was false, and computer forensic analysis of this document shows that it was backdated and that it was not created until at least 22 May 2015 (over two years after the death of David Kleiman on 26 April 2013). This document was therefore forged.

As to the basis on which the Claimant alleges forgery, the Claimant relies on the above matters and the fact that this Deed of Trust document was found to be backdated in the Order of Justice Reinhart dated 27 August 2019.

67. In the premises, it is averred that Wright has a history of producing false documentation and making assertions which he cannot back up when required by a court. The Claimant will establish at the trial of this matter by way of forensic computer evidence that the above documents (being those referenced in paragraphs 28-29, 66 and 66A) were, in fact, forged or otherwise doctored unless Wright admits such.

### **Scope of relief sought**

68. The Claimant therefore seeks declarations as follows:
- 68.1. A declaration that Wright is not the author of the Bitcoin White Paper.
- 68.2. A declaration that Wright is not the owner of the copyright in the Bitcoin White Paper.
- 68.3. A declaration that any use by the Claimant of the Bitcoin White Paper will not infringe any copyright owned by Wright.
69. The declarations sought above are sought for the UK. The first two declarations are also sought on a wider basis for all countries which are signatories to the Berne Convention. It is averred that the resolution of the above declarations would be the same for all countries which are signatories to the Berne Convention. Furthermore, the law in all Berne Countries on the above issues is harmonised and the English Courts are therefore able to determine those issues.

### **Injunctive relief**

70. Unless restrained, the Defendant threatens and intends to continue to claim that he is the author of and owner of copyright in the Bitcoin White Paper.
71. In the premises, injunctive relief is sought to restrain him from (1) claiming he is the author of and/or owner of copyright in the Bitcoin White Paper and (2) taking steps which involve him asserting the same.

Dissemination of judgment

72. In the premises, the Claimant seeks dissemination of judgment as an appropriate remedy to help ameliorate the chilling effect caused by Wright's actions set out in these Re-Re-Re-Amended Particulars of Claim.

**AND THE CLAIMANT CLAIMS**

- 1) Declarations that:
  - a) The Defendant is not the author of the Bitcoin White Paper.
  - b) The Defendant is not the owner of the copyright in the Bitcoin White Paper.
  - c) Any use by the Claimant of the Bitcoin White Paper will not infringe any copyright owned by the Defendant.
- 2) An injunction restraining the Defendant from:
  - a) Claiming he is the author of and/or owner of copyright in the Bitcoin White Paper; and
  - b) Taking steps which involve him asserting the same.
- 3) An order that at the Claimant's option and at the expense of the Defendant, appropriate measures are taken for the dissemination and publication of any judgment or order made in this case.
- 4) Costs.
- 5) Further or other relief.

JONATHAN HOUGH KC  
JONATHAN MOSS

JONATHAN MOSS

JONATHAN MOSS

NICHOLAS SAUNDERS QC

**JONATHAN MOSS**

**Statement of Truth**

The Claimant believes that the facts stated in this Re-Re-Amended Particulars of Claim are true. The Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth. I am duly authorised by the Claimant to sign this statement.



Signed .....

Full name: Philip Nathan Sherrell

Position or office held: Partner, Bird & Bird LLP

Dated: 10 March 2023

**SERVED** this 12<sup>th</sup> day of April 2021 by Bird & Bird LLP of 12 New Fetter Lane, London EC4A 1JP, Solicitors for the Claimant.

**RE-SERVED** this 15<sup>th</sup> day of September 2021 by Bird & Bird LLP of 12 New Fetter Lane, London EC4A 1JP, Solicitors for the Claimant.

**RE-SERVED** this 17<sup>th</sup> day of March 2022 by Bird & Bird LLP of 12 New Fetter Lane, London EC4A 1JP, Solicitors for the Claimant.

**RE-SERVED** this 10<sup>th</sup> day of March 2023 by Bird & Bird LLP of 12 New Fetter Lane, London EC4A 1JP, Solicitors for the Claimant

**RE-SERVED** this [x] day of September 2023 by Bird & Bird LLP of 12 New Fetter Lane,



London EC4A 1JP, Solicitors for the Claimant