Neutral Citation Number: [2024] EWHC 3315 (Ch)

Case No: IL-2021-000019

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

Royal Courts of Justice, Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 19 December 2024

Before :

MR JUSTICE MELLOR

- -

Between

CRYPTO OPEN PATENT ALLIANCE	**Claimant**
- and -	
DR. CRAIG STEVEN WRIGHT	**Defendant**

- -
- -

Jonathan Hough KC and Jonathan Moss (instructed by **Bird & Bird LLP**) for **COPA**
Dr Wright declined to appear at this hearing and was not represented

Hearing date: 18 December 2024

- -

APPROVED JUDGMENT

This judgment was handed down remotely by circulation to the parties' representatives by email. It will also be released for publication on the National Archives and other websites. The date and time for hand-down is deemed to be 2pm on Thursday 19 December 2024.

THE HON MR JUSTICE MELLOR

Mr Justice Mellor:

A. INTRODUCTION

1. This is my ruling on the liability aspects of the Application brought by COPA dated 23 October 2024 seeking to commit Dr Wright for contempt. The alleged contempts concern alleged breaches by Dr Wright of my Order in this action dated 16 July 2024 ('the Order').

2. In the Order I granted some wide-ranging anti-suit and anti-threat injunctions against Dr Wright.

3. In summary, the allegations of contempt concern Dr Wright threatening and then bringing a new claim BL-2024-001495 ('the New Claim') naming as defendants (1) 'BTC Core (a partnership)' and (2) SquareUp Europe Limited.

4. COPA allege contempt under 5 grounds which I discuss in detail below. Before turning to the 5 grounds, there are a number of preliminary matters I need to address.

B. PRELIMINARY MATTERS

Dr Wright's application that I should recuse myself

5. Logically, I should address this first.

6. In advance of the CMC hearing held on 27 November 2024, which Dr Wright attended remotely, Dr Wright filed a document entitled 'Threats' which contained allegations or insinuations of bias. I addressed those allegations in my judgment following that hearing and rejected the allegation, whether of actual or apparent bias, see [2024] EWHC 3135 (Ch) at [67]-[81], a judgment handed down on 6 December 2024.

7. At the conclusion of that judgment at [82] I also noted that the same allegations had been made by Dr Wright in his application to the Court of Appeal for permission to appeal against my Orders resulting from the Identity Trial and which were rejected by Arnold LJ in the Order dated 29 November 2024 dismissing his application for permission to appeal as totally without merit.

8. Notwithstanding all of that, on 11 December 2024, Dr Wright filed two documents: first, a 'Motion for Judicial Recusal' and second, the 'Affidavit of Gavin Gregory Mehl'.

9. I have reviewed these documents carefully. The content of Mr Mehl's Affidavit appears to be a mixture of (i) his experiences having watched some or all of the Identity Issue trial by remote link; (ii) things said to him by David Pearce in interviews which were recorded and available on YouTube; (iii) a selection from David Pearce's 'live reporting' from the CMC hearing on 27 November 2024; (iv) a quote from the Order of Arnold LJ dated 29 November 2024 in which Arnold LJ rejected the allegation of bias; (v) his account of a change.org petition 'to investigate potential judicial bias surrounding Judge Mellor's and Judge Arnold's decisions' which had apparently garnered over 700 signatures,

including his allegation that Jack Dorsey had been responsible for the removal of that petition from the internet; and (vi) some quotes from the Judgment I handed down on 6 December 2024.

10. As far as I can detect the only relevant and material new piece of information conveyed in Mr Mehl's Affidavit was a screenshot from the X account of David Pearce, the link for which was provided at footnote 8 in his Affidavit. This showed a post from David Pearce from 27 November 2024 which reads as follows:

> 'Mellor: I met him at the COPA event. He did ask about when the judgment was coming out. I did say I was aiming for May 9. Draft Judgment was sent out on May 10. I reject in no uncertain terms any allegations of bias.'

11. This post contained what I assume to be an unfortunate typographical error. The second occasion when I encountered David Pearce was at a CIPA event, as related in [80] of my 6 December 2024 judgment. It was **not** a COPA event. I have never attended any COPA event.

12. Although at one point in his Affidavit Mr Mehl appears to recognise the possibility of the typographical error when he says 'On the change petition was a picture of David Pearce and Judge Mellor talking at the 2024 COPA/CIPA event', later when stating his conclusion in which he sets out 'several objective facts that raise serious concerns', the event in question has solidified into simply a 'COPA event'.

13. For the avoidance of any doubt, I have never attended any 'COPA/CIPA event', nor do I believe that any such event has ever been held.

14. Although Mr Mehl concludes his Affidavit by identifying 'patterns that create a real possibility of bias' I note that every 'fact' or 'pattern' on which he relies is exaggerated, sometimes grotesquely. In short, having considered all his allegations with great care, the best way to characterise his 'Motion for recusal' is that it amounts to taking 2+2, adding a great deal of unsupported supposition and making 256, in circumstances where the actual facts add up to 4 and reveal no hint or appearance of bias. I can give two examples of his unsupported supposition: first, the allegation of '*maintaining* contact throughout proceedings' and second, Mr Mehl's own confusion over the two events at which I have only ever encountered David Pearce: Mr Mehl asserts my account (apparently he is referring to what I set out in the 6 December 2024 judgment) 'suggests a lack of candour, progressing ….from claiming attendance at a COPA event to later describing it as a Union IP event, requiring explanation in his written judgment', whereas my judgment explains very clearly that the Union IP and CIPA events were two separate events some 15 months apart.

15. Finally, the fact that 700 signatures have apparently been added to a petition calling for an investigation into judicial bias provides no support for the allegation of bias, when the supposed signatories (assuming each of them exists) have not had access to the facts.

16. Accordingly, I reject, once again, the allegation of bias, whether it is alleged to be actual or apparent bias. I also certify that the allegation of bias was and remains totally without merit.

Dr Wright failed to attend the Contempt Hearing and proceeding in his absence

17. In the Order I made following the CMC hearing on 27 November 2024, I ordered Dr Wright to attend this Contempt Hearing in person, having rejected his application to attend by remote link, for the reasons set out in my 6 December 2024 Judgment. There was no intimation from Dr Wright that he was not going to attend the Contempt Hearing until he sent an email to my clerk timed at 9.39am on 18 December 2024, i.e. some 51 minutes before the hearing was scheduled to commence. In that email, Dr Wright asked that this message be passed to me:

> 'While I fully acknowledge the seriousness of the court order requiring my attendance, I must inform the court that I do not presently have the means to be in the United Kingdom. While my current work commitments involve international travel, and while I have the ability to travel for work purposes, this does not mean that I can presently base myself in the UK or meet the logistical requirements to appear in person at this time. That travel is paid as a part of the tasks I do.
>
> I remain committed to complying with the court's directions as far as I am able and respectfully request that my circumstances be taken into consideration. Should any alternative arrangements be acceptable to the court, I would be grateful to know.
>
> Please let me know if there are any further steps I can take or any alternative measures that the court might consider in light of my circumstances.'

18. My clerk forwarded that email to me 2 minutes later, whereupon I observed that the email had not been copied to COPA's solicitors, Bird & Bird LLP, so I asked my clerk to forward it to them. They reacted swiftly, sending an email to Dr Wright at 9.54am offering to fund Dr Wright's travel costs for the journey to the UK, with reimbursement on production of a booking receipt. They also observed, entirely correctly, that Dr Wright would be able to fly to the UK to attend the second part of the hearing (i.e. on 19th December) if he acted within the next few hours to secure a flight to the UK (whether from Singapore or Indonesia).

19. Dr Wright responded by email at 10.04am

> 'While I appreciate COPA's offer to fund my travel costs post payment at some future time, I must respectfully note that this offer does not cover even a fraction of the true costs associated with my attendance. The offer solely addresses a standard-class return airfare but does not account for the substantial financial burden beyond this, including accommodation, expenses related

> to extended absence from ongoing work commitments, and other necessary arrangements.
>
> Furthermore, this does not address any of the broader losses or disruptions incurred as a result of my attendance, which are considerable given the circumstances.
>
> I remain committed to respecting the court's directions, but I must emphasise that this partial reimbursement does not resolve the practical challenges or costs involved in ensuring my presence at this hearing.'

20. He concluded that email by stating: 'When I stated I could not attend on these dates, I was not making that up' which appears to confirm he puts his business interests ahead of attending the Contempt Hearing and ahead of complying with my Order that he must attend in person.

21. Bird & Bird then responded at 10.12am, saying:

> 'Dear Dr Wright,
>
> Please let us know what amount of funding you would require, to accommodate those expenses. Subject to reasonableness and understanding their level, COPA would expect to be able to extend its offer to cover them.'

22. That was the position when the Contempt Hearing commenced just after 10.30am. In the circumstances, Mr Hough KC began his submissions by addressing the issue of whether I should proceed in Dr Wright's absence, by reference to the nine factors identified by Cobb J. in *Sanchez v Oboz* [2015] EWHC 235 (Fam) at [4]-[5]. Here I set out each of the nine factors and a summary of my conclusion on each of them in the circumstances of this case:

    (i) *Whether the respondents have been served with the relevant documents, including notice of this hearing;* Yes, Dr Wright has been served, including notice of this hearing.

    (ii) *Whether the respondents have had sufficient notice to enable them to prepare for the hearing;* I am entirely satisfied that Dr Wright had sufficient notice to enable him to prepare for the hearing.

    (iii) *Whether any reason has been advanced for their non-appearance;* I agree with COPA that no sufficient reason had been given for his non-appearance.

    (iv) *Whether by reference to the nature and circumstances of the respondents' behaviour, they have waived their right to be present (i.e. is it reasonable to conclude that the respondents knew of or were indifferent to the consequences of the case proceeding in their absence);* I consider that Dr Wright has waived his right to be present,

since he has known since the first CMC on 1st November 2024 that this Contempt Hearing would take place on 18/19 December 2024.

(v) *Whether an adjournment would be likely to secure the attendance of the respondent or facilitate their representation;* I am clear that an adjournment would not make the slightest difference, either by way of securing the attendance of Dr Wright or facilitating representation for him.

(vi) *The extent of the disadvantage to the respondents in not being able to present their account of events;* As COPA submitted, Dr Wright has been able to file substantial material in his defence to the contempt allegations. He also insists he is better in writing than orally. Accordingly, I am satisfied that Dr Wright has had a full opportunity to present his account of events, particularly because the allegations of contempt depend on (a) the construction of the terms of the Order and (b) analysis of his pleading of the New Claim.

(vii) *Whether undue prejudice would be caused to the applicant by any delay;* Delay would cause significant prejudice to the applicant and to those whose interests the applicant represents. Many businesses and individuals are facing an enormous claim made against them in the New Claim and the Contempt Allegations need to be determined at the earliest opportunity. Furthermore, in view of Dr Wright's whereabouts (in the Far East, possibly Thailand) and his claim that he could not even afford the air fare to the UK, the prospects of him paying the costs of an adjournment to COPA appear somewhat remote.

(viii) *Whether undue prejudice would be caused to the forensic process if the application was to proceed in the absence of the respondents;* No, because, as indicated above, the contempt allegations depend on (a) the construction of the terms of the Order and (b) analysis of his pleading of the New Claim.

(ix) *The terms of the 'overriding objective' (rule 1.1 FPR 2010) including the obligation on the court to deal with the case justly, including doing so "expeditiously and fairly" (r.1.1(2)) and taking "any step or [making] any… order for the purposes of… furthering the overriding objective" (r. 4.1(3)(o)).* Overall, it is clear to me that Dr Wright has voluntarily absented himself from this Contempt Hearing. Whether he has done so because of fears of being incarcerated if he returned to the UK or because attendance interfered with his business interests does not matter. He had ample time to rearrange any business meetings so he could have attended. His non-attendance is a plain breach of my Order that he had to attend. I considered it was necessary to continue with the hearing in his absence to deal with the contempt allegations expeditiously and fairly, particularly since he had made ample submissions in response to the allegations of contempt.

23. Having heard submissions from Mr Hough KC, I ruled that I would continue with the hearing in Dr Wright's absence and give reasons in this written judgment (see above). A little while later, I was informed of a further email from Dr Wright timed at 10.48am in which he responded to the email from Bird & Bird at 10.12am by saying:

> 'Thank you for your email. The funding required to accommodate these expenses would be £240,000, calculated as £40,000 per month for the next six months. This reflects the lost contract and the financial requirements to address the situation.
>
> It is also important to note that, given the actions taken by COPA, I am not in a position to pursue new business contracts effectively. Additionally, I am still managing outstanding financial obligations incurred from repaying previous commitments that were impacted by COPA's actions. These factors significantly affect my ability to operate as expected.
>
> However, I must emphasise that even with this funding, I would not be in a position to function adequately under the current circumstances. I cannot commit to answering questions under oath for COPA, nor can I feasibly travel to fulfil such obligations.'

24. That response confirmed, in my view, the correctness of my ruling to continue in his absence. I did consider whether to adjourn the hearing to give Dr Wright another opportunity to attend. However, I reached the clear conclusion that an adjournment would only result in wasted costs and wasted Court time. Dr Wright could have notified the Court that he was not going to attend days or even weeks ago, but didn't. Subject to one point, I regard his estimate of loss to be grossly exaggerated since, given he had more than 6 weeks' notice of this hearing, it is very difficult to understand why he could not have arranged his affairs so as to enable him to attend. Overall his emails sent during the morning of 18 December indicate to me that he was going to continue to come up with every possible excuse not to attend.

25. There is, however, one basis on which Dr Wright's estimate of loss would be justified i.e. if he was working on the basis that he would be imprisoned in the UK for a period of six months or more, in which case he would not be able to fulfil a six-month contract which might earn him £40,000 per month. If that was a consideration for him, it would again confirm he put his own business interests ahead of facing the consequences of the contempts alleged against him.

26. Accordingly, I then proceeded to hear Mr Hough KC make his submissions on Dr Wright's liability for contempt. At the conclusion of those submissions at about 12.30pm, I announced my intention to give judgment on Dr Wright's liability for contempt at 2pm on 19 December 2024. To that end, I asked COPA's solicitors to send Dr Wright the transcript of the hearing on 18 December, a further invitation to attend in person or, failing that, to attend by remote link at 2pm on 19 December 2024, and I understand that was done.

C. RELEVANT BACKGROUND FOR THE CONTEMPT ALLEGATIONS

27. Before addressing the detail of the 5 grounds of contempt alleged by COPA, I need to explain some important background.

What led up to the making of the Order

28. First, I must outline the main events which led up to the making of the Order, by way of background, which involve 5 different actions:

    i) The first action in time is this claim IL-2021-000019 brought by COPA against Dr Wright, in which COPA sought declarations that Dr Wright was neither the author nor the owner of copyright in the Bitcoin White Paper. In essence, COPA challenged Dr Wright to prove that he was, and therefore that he was the person who had originally adopted the pseudonym Satoshi Nakamoto in 2009. COPA brought this action after many of its members had been threatened by Dr Wright with proceedings for infringement of copyright in the Bitcoin White Paper. Since the Bitcoin White Paper is included in the Bitcoin Blockchain and any person involved in mining or trading in BTC necessarily reproduces the Bitcoin Blockchain and therefore the Bitcoin White Paper, his threats posed a serious threat to the BTC system.

    ii) The second was the claim made by Tulip Trading Limited (TTL - one of Dr Wright's companies) against 16 individuals (the Developers): BL-2021-000313, in which TTL claimed to own around 111,000 Bitcoin held at two blockchain addresses and sought, through some novel legal claims, to establish that the Developers owed fiduciary and common law duties to TTL in light of their control of the various manifestations of the bitcoin system. Part of TTL's claim was that the Developers were obliged to provide it with access to control the bitcoin at the two addresses I have mentioned. In the alternative, TTL was claiming equitable compensation and an account of damages. When the TTL claim started the bitcoin at these two addresses were alleged to be worth some US$ 4.5 billion. Due to the rise in the value of bitcoin, just before the action was discontinued (on 16 April 2024), the value of those bitcoin (and therefore the value of the claim) had risen to about US$6.7 billion.

    iii) The third and fourth actions (the *Coinbase* IL-2022-000035, and *Kraken* IL-2022-000036 actions) were issued on the same day by Dr Wright and two of his companies against two sets of defendants, referred to as the Coinbase and Kraken defendants respectively, both being operators of cryptocurrency exchanges. In each of those actions, the claim was for passing off by the use of the term Bitcoin, and the financial value of each claim was expressed in the same terms, namely 'as likely to be in the hundreds of billions of pounds'. Naturally, to sustain those claims, Dr Wright and his companies claimed to own goodwill in the term Bitcoin, and these claims were founded on Dr Wright being Satoshi Nakamoto and having created and developed the Bitcoin system. The alleged

misrepresentations made by the defendants concerned their use of the terms Bitcoin, BTC or BCH.

iv) The fifth action was the 'BTC Core' claim IL-2022-000069 brought by Dr Wright and two of his companies against (1) 'BTC Core', and defendants 2-26 comprising 14 individuals (essentially the Developers) and 11 corporate entities, including Block Inc, Spiral BTC Inc, SquareUp Europe Ltd, Chaincode Labs Inc., various Coinbase entities and COPA. BTC Core was said to be 'a partnership of entities and individuals including the second to twenty-sixth defendants'. In that claim Dr Wright and his companies claimed to own database rights in various emanations of the Bitcoin Blockchain, copyright in the Bitcoin File Format and in the Bitcoin White Paper and claimed damages or an account of profits for infringement of those rights. Again, all these claims were founded on Dr Wright having devised the Bitcoin system, written the Bitcoin White Paper under the pseudonym Satoshi Nakamoto and created the Bitcoin File Format. It is important also to note that his claim to own database rights in various emanations of the Bitcoin blockchain was based on supposed investment and development work by him from the very early days of the Bitcoin system onwards which founded his claim to have been the maker of the databases in question.

29. Leaving the TTL action on one side for the moment, an issue common to the other four actions was whether Dr Wright had devised the whole Bitcoin system and written the Bitcoin White Paper i.e. was Dr Wright the person who had adopted the pseudonym Satoshi Nakamoto. Once those four actions were docketed to me, I directed that what I termed the 'Identity Issue' should be tried. This was the joint trial of the COPA claim and a preliminary issue in the BTC Core claim: in essence whether Dr Wright was Satoshi Nakamoto. The defendants in the Coinbase and Kraken claims agreed to be bound by the outcome of the Joint Trial, and those claims were stayed pending the outcome of the Joint Trial.

30. As I said at [7] in the Main Judgment in the Joint Trial [2024] EWHC 1198 (Ch):

> '… at the conclusion of closing submissions I felt able to and did announce the result of the Identity Issue, namely whether Dr Wright is the pseudonymous Satoshi Nakamoto i.e. the person who created Bitcoin in 2009. Having considered all the evidence and submissions presented to me during the Trial, I reached the conclusion the evidence was overwhelming. At that point, I made certain declarations (because I was satisfied they are useful and are necessary to do justice between the parties), as follows:
>
> 7.1. First, that Dr Wright is not the author of the Bitcoin White Paper.

> 7.2. Second, Dr Wright is not the person who adopted or operated under the pseudonym Satoshi Nakamoto in the period between 2008 and 2011.
>
> 7.3. Third, Dr Wright is not the person who created the Bitcoin system.
>
> 7.4. Fourth, Dr Wright is not the author of the initial versions of the Bitcoin Software.'

31. Having made those declarations on 14 March 2024, I handed down my full reasons in the Main Judgment on 20 May 2024: [2024] EWHC 1198 (Ch), in which I considered Dr Wright's claims to have created the Bitcoin system and to have been involved in mining Bitcoin and developing the system from the very beginning. I had to assess numerous documents which Dr Wright had put forward to support his claims to be Satoshi and to have written the Bitcoin White Paper and the Bitcoin software. I concluded that he had forged documents on a grand scale and lied to the Court repeatedly and extensively. I concluded that Dr Wright had put forward no reliable evidence of having been involved in early development of or investment in the Bitcoin system. The evidence indicated that Dr Wright's first public comment about Bitcoin was in July 2011, and that suggested limited familiarity with the Bitcoin system (see my Main Judgment from [792]). His first claims to have been involved in Bitcoin mining seem to have come in 2013, in the context of his dealings with the Australian Tax Office (Main Judgment from [808]).

32. Following the Main Judgment, Dr Wright abandoned the Coinbase, Kraken and BTC Core Claims, the first being discontinued and the latter two dismissed. Dr Wright's Counsel accepted that, on the findings I had made in the Main Judgment, the BTC Core claim was 'wholly unmeritorious' and I certified the BTC Core claim as totally without merit. The TTL claim was also discontinued. A substantial form of order hearing took place on 7 June 2024, following which I handed down my judgment dealing with relief: [2024] EWHC 1809 (Ch) and made the Order.

33. Dr Wright did not seek permission to appeal from me. Instead he filed a very lengthy application for permission to appeal at the Court of Appeal. His application was dismissed as totally without merit by Arnold LJ by Order dated 29 November 2024.

The causes of action asserted in the three actions brought by Dr Wright.

34. Each of the Coinbase, Kraken and BTC Core claims were pleaded by experienced Counsel and each Particulars of Claim correctly set out the essential ingredients of each of the causes of action relied upon. The Contempt Allegations engage particular essential ingredients of each of those causes of action and it is necessary to be clear about these. As will be seen later, Dr Wright also relies heavily in the New Claim on the doctrine of promissory estoppel. Again, it is necessary to be clear about the scope and limits of this doctrine.

Promissory Estoppel

35. In his New Claim, Dr Wright asserts *claims* in promissory estoppel. However there is no such thing as a claim in promissory estoppel. It is often said that promissory estoppel is a shield and not a sword i.e. promissory estoppel does not "*create new causes of action where none existed before*" and "*the principle never stands alone as giving a cause of action in itself*": see *Combe v Combe* [1951] 2 K.B. 215 at 219 (Denning LJ); *Baird Textiles Holdings Ltd v Marks and Spencer plc* [2001] EWCA Civ 274 at para. 91 (Mance LJ); *Thorner v Major* [2009] UKHL18, [2009] 1 WLR 776 at para. 61 (Lord Walker); and *Tinkler v Revenue and Customs Commissioners* [2021] UKSC 39, [2022] AC 886 at para. 75 (Lord Burrows JSC).

36. Dr Wright's resort to promissory estoppel appears to be based on a promise Dr Wright says was made by Satoshi Nakamoto that the Bitcoin protocol was 'set in stone'. I leave on one side the argument that Satoshi cannot have meant this literally because for the period when Satoshi was actively involved in the development of the Bitcoin system after its initial launch, he agreed to several modifications to the system. However, basing himself on that promise, Dr Wright appears to say that allows him to bring a claim for damages against anyone who he claims to have been involved in changing the Bitcoin system, based on infringement of intellectual property rights but without saying that he, Dr Wright, ever possessed those rights.

37. As Mr Hough KC submitted, Dr Wright's allegations do not come close to giving rise to any promissory estoppel: Dr Wright does not say he was in legal relations with any of the defendants. Dr Wright does not say that any of the defendants made any promise to him. Dr Wright does not say they must be held to any promise. These points being irrespective of the fundamental point that promissory estoppel cannot create a claim, but merely a shield or a defence to a claim.

38. Furthermore, promissory estoppel cannot enable a claim to be made for infringement of database right, copyright or a claim in passing off without establishing the essential ingredients for each of those causes of action.

Passing Off

39. A claim in passing-off requires the claimant to prove as one of its elements that he/she owns goodwill attaching to goods or services: see *Erven Warnink BV v Townend & Sons (Hull) Ltd* (the *Advocaat* case) [1979] AC 731 at 742D-743E, Lord Diplock; *Reckitt & Colman Products Ltd v Borden Inc (No. 3)* (the *Jif Lemon* case) [1990] 1 WLR 491 at 499E, Lord Oliver). "Goodwill" in this context is "*the benefit and advantage of the good name, reputation and connection of a business, the "attractive force which brings in custom*": *IRC v Muller & Co's Margarine Ltd* [1901] 217 at 223-224.

40. Dr Wright repeatedly describes the New Claim as a "*champagne*" passing off case, referring to the case of *Bollinger v Costa Brava Wine Co Ltd* [1960] Ch 262 and saying that such a claim does not require him to assert authorship or ownership: see for instance section 2 of his first statement in the contempt

proceedings. However, neither that case nor any other establishes that a claimant may bring a claim in passing-off without establishing ownership of goodwill. In *Bollinger v Costa Brava Wine Co Ltd*, it was decided that a claim in passing off could be brought by a number of companies, each of whom had goodwill in the name "champagne", and that such a claim was not only open to a single company asserting exclusive goodwill in the name. However, Danckwerts J was clear that this was a claim based on "*their goodwill and a right of property*" (p284).

41. An extended passing-off case of this kind is one "where the goodwill is said to reside in a class of producers of a product sharing a common name or get-up" (*FAGE UK Ltd v Chobani UK Ltd* [2013] EWHC 630 (Ch), [2013] FSR 32 at [118], Briggs J). It has consistently been held in such cases that each claimant must prove that he, as a member of the class, owns goodwill (in England) of substantial value: see *Erven Warnink* at pp755G-756A (Lord Fraser); *FAGE* at [120]. Extended passing-off claims can give rise to difficult questions about whether a trade name is sufficiently clearly associated in the minds of the public with a class of goods in which the claimants trade. However, on any view, the requirement for each claimant to establish ownership of goodwill is an indispensable element of a claim.

42. If, in a case in which passing off is alleged, a claimant says that he is not claiming to own all or a share of the relevant goodwill, then the claim is bad and is bound to fail. This is the corollary of the basic propositions stated above.

Database Right

43. The Database Directive required Member States to provide for "a right for the maker of a database which shows that there has been qualitatively and/or quantitatively a substantial investment in either the obtaining, verification or presentation of the contents to prevent extraction and/or re-utilization of the whole or of a substantial part, evaluated qualitatively or quantitatively, of the contents of that database" (art. 7(1)). It then required that appropriate remedies be provided for infringement of such rights (art. 12).

44. The Copyright and Rights in Databases Regulations 1997 SI 1997/3032 (as amended) (the "**Regulations**"), which implemented the Database Directive in the UK, provide that a property right ("database right") subsists in a database if there has been a substantial investment in obtaining, verifying or presenting the contents of the database (reg. 13(1)). The Regulations define the "*maker of a database*" as "*the person who takes the initiative in obtaining, verifying or presenting the contents of a database and assumes the risk of investing in that obtaining, verification or presentation*" (reg. 14(1)). They state that the "*maker of a database is the first owner of database right in it*" (reg. 15). They further provide that "*a person infringes database right in a database if, with without the consent of the owner of the right, he extracts or re-utilizes all or a substantial part of the contents of the database*" (reg. 16(1)).

45. Accordingly, a claim for infringement of database rights is a claim by the owner of a property right known as a "database right".

46. Again, if, in a claim for infringement of database right, the claimant does not claim to own the relevant database right, then the claim is bad and must fail (subject to questions of licensing, which do not arise here).

47. Dr Wright thus could not have made a claim for infringement of database right in the Bitcoin Blockchain, as he clearly has done, without asserting that he possesses a database right in the Bitcoin Blockchain (a form of claim prohibited by the Order in clear terms).

48. In view of one of Dr Wright's claims that he owns a *reciprocal* database right based on promissory estoppel, I observe that there is no basis whatever, either in the Database Directive or in the Regulations, for his claimed *reciprocal* database right. There is no such right known to law. Nor can any such right be magicked into existence via promissory estoppel. This supposed right appears to be a figment of his imagination.

Copyright

49. Under Chapter VI of the Copyright, Designs and Patents Act 1988, infringement of copyright is actionable by the copyright owner (section 96), an exclusive licensee (section 101) and, in certain circumstances, a non-exclusive licensee (section 101A).

50. In his New Claim, Dr Wright does not claim a licence or any assignment from some other person alleged to be owner of copyright in the relevant works. Therefore Dr Wright cannot bring this claim for copyright infringement without claiming ownership of the rights which he alleges to have been infringed. That is to say, Dr Wright cannot bring an infringement claim in relation to the works in question, however it is worded, without breaching the Order.

The Order

51. The injunctions in the Order were granted against Dr Wright and two of his companies but it is convenient to omit the references to the companies. Two of the injunctions are relevant. The first injunction restrains Dr Wright from commencing any 'Precluded Proceedings' and the second restrains him from threatening any 'Precluded Proceedings'.

52. The relevant parts of the first injunction are as follows:

> [Subject to some exceptions in para 3 which have no application,] Dr Wright 'shall not commence or procure the commencement by any other person of any proceedings (whether by claim or counterclaim) in the Courts of England and Wales, the Courts of any foreign jurisdiction or in any arbitral tribunal (wherever seated) any proceedings of any of the following kinds ("**Precluded Proceedings**"):
>
> (a) Proceedings in which rights are claimed or asserted (whether legal or equitable, whether founded on common law, statute or other basis and

whether or not the rights are known to English law) based wholly or partly on any one or more of the following grounds:

(i) that Dr Wright is the or an author of the Bitcoin White Paper (i.e. the paper entitled "Bitcoin: a Peer-to-Peer Electronic Cash System", which was released on or about 31 October 2008 under the name "Satoshi Nakamoto" and subsequently published in a revised version on or about 24 March 2009);

(ii) that Dr Wright…..is the or an owner of the copyright and/or moral rights in the Bitcoin White Paper (as defined above);

(iii) that Dr Wright is the person or one of the persons who adopted or operated under the pseudonym "Satoshi Nakamoto" in particular in the period 2008 to 2011;

(iv) that Dr Wright is the person or one of the persons who devised and/or created the Bitcoin System (i.e. the peer-to-peer electronic cash system implemented from around January 2009 which originated from the Bitcoin White Paper);

(v) that Dr Wright is the or an author of any of the versions of the Bitcoin software created or issued in the period up to 2011 (including the executable file and related source code issued under the name Satoshi Nakamoto on or about 8 January 2009);

(vi) that Dr Wright… is the or an owner of database rights in the Bitcoin Blockchain (i.e. the blockchain which was made available for transmission between nodes from January 2009 and later extended by the addition of blocks up to the present day) or in any part of it;

(vii) that Dr Wright is the or an author of the Bitcoin File Format (i.e. the structure of blocks within the Bitcoin Blockchain (as defined above));

(viii) that Dr Wright…. is the or an owner of copyright and/or moral rights in the Bitcoin File Format (as defined above) or the Bitcoin software referred to at (v) above;

(ix) that Dr Wright devised the name "Bitcoin";

(x) that Dr Wright …… owns goodwill and/or unregistered trade mark rights in the name "Bitcoin" and/or in the Bitcoin System (as defined above); and/or

> (b) Proceedings in which it is otherwise asserted that Dr Wright is the person or one of the persons who adopted or operated under the pseudonym "Satoshi Nakamoto" or that Dr Wright is responsible for acts done by such person or persons.

53. The second injunction provides, in relevant part, that:

> '…Dr Wright …shall not threaten (explicitly or implicitly) or procure any other person to threaten (explicitly or implicitly) that any Precluded Proceedings will be pursued against any person in the Courts of England and Wales, the Courts of any foreign jurisdiction or in any arbitral tribunal (wherever seated).'

54. At least one main purpose of the Order is apparent from the terms I have set out above – it was to ensure that no-one (and particularly the defendants to the previous actions brought by Dr Wright and/or his companies) would be threatened or vexed in the future by any claim by Dr Wright (or his companies) which fell within the definition of 'Precluded Proceedings'.

The New Claim

55. The New Claim is brought by Dr Wright against two named Defendants, (1) 'BTC Core (a Partnership)' and (2) 'Square Up Europe Ltd (a Partner)'.

56. In his claim form dated 10 October 2024 in the New Claim, under the brief details of the claim, Dr Wright says:

> 'This claim addresses the wrongful passing off of BTC as Bitcoin. The defendants have, without authorisation, altered the original Bitcoin protocol—introducing modifications such as SegWit and Taproot—that fundamentally deviate from the original system as defined by Satoshi Nakamoto in the Bitcoin White Paper.
>
> These modifications have led to a misrepresentation of BTC as the original Bitcoin, resulting in confusion within the market. The true version of Bitcoin, represented by BSV, adheres strictly to the original protocol and vision of a peer-to-peer electronic cash system. The defendants' actions have misled the public into believing that BTC retains the attributes of the original.
>
> Value
>
> Estimated value of claim: £911,050,000,000. This is based on the difference in market valuation between Bitcoin (BSV) at £50 per unit and BTC at £48,000 per unit, reflecting the financial impact of misrepresentation and resulting market loss.'

57. Thus, Dr Wright has specified his damages claim in the New Claim is more than £911billion.

58. Moving to the Prayer for Relief at the end of his lengthy Particulars of Claim, it is absolutely clear that in the New Claim, Dr Wright brings claims for passing off, infringement of copyright and infringement of database right. Dr Wright claims the following injunctive relief:

> (1) An injunction restraining each of the defendants from—
>
> (a) Passing off. Engaging in any activities or representations that cause BTC or any other Modified System to be misrepresented as Bitcoin, thereby creating confusion or misleading the public about the nature and identity of Bitcoin as defined in the White Paper and maintained through Bitcoin Satoshi Vision (BSV).
>
> (b) Infringing copyright. Reproducing, using, or distributing copyrighted works associated with the Bitcoin White Paper and original software developed by Satoshi Nakamoto without proper authorisation, including using such materials to promote Modified Systems.
>
> (c) Infringing database rights. Unauthorised use of the Bitcoin blockchain database, including reproducing or distributing copies of the original blockchain data in a manner that deviates from the unchanged protocol and is not authorised for use in systems that diverge from the original Bitcoin system.

59. At paragraph (2) of the Prayer, Dr Wright seeks:

> 'An inquiry as to damages for passing off and for infringement of database rights and copyright, including damages pursuant to regulation 3 of the Intellectual Property (Enforcement, etc.) Regulations 2006 and Directive 2004/48/EC, and further or alternatively, at the claimant's option, an account of profits derived from the unauthorised activities described.'

60. In terms of the 'defendants' to this New Claim, I note that SquareUp Europe Ltd was the 18th Defendant in the previous BTC Core claim. As the name of that earlier claim indicates, Dr Wright named 'BTC Core' as the first defendant in that claim, but it never became necessary to explore what this entity was. COPA (and others) say there is no such entity and it is an invention of Dr Wright's in his attempt to designate those who are or who have been involved in the development of the software used in various manifestations of Bitcoin as a partnership. They deny there is any such partnership, as Dr Wright seems to allege. It is not necessary to resolve that issue. Suffice to say that on 25 October 2024, Dr Wright issued an application to add to the New Claim a schedule of 'primary known partners of BTC Core'. The schedule annexed to the Application includes:

i) A list of 122 entities, all apparently corporate, including some familiar names – Blockstream, Chaincode Labs, Square (Spiral), Coinbase, Kraken etc.

ii) Three categories of individuals:

a) 7 'BTC Core Developers with Commit Access', again including familiar names: Wladimir J van der Laan, Pieter Wuille, Marco Falke, Michael Ford and Samuel Dobson.

b) 9 'Notable BTC Core Contributors without Commit Access', again including some familiar names: Gregory Maxwell, Matt Corrallo, Luke Dashjir, Peter Todd, Jona Schnelli.

c) 6 'Additional Contributors and Researchers' including Eric Lombrozo.

61. The reason for identifying those familiar names is because the corporate entities and individuals I have mentioned were defendants to various of the previous actions brought by Dr Wright (and his companies). Many of those entities and individuals are situate outside this jurisdiction, yet Dr Wright has not sought permission to serve out. Thus, there are problems with the way in which this New Claim is constituted and service of it on the numerous intended defendants not named in the heading, but those problems can be addressed later, as necessary.

D. THIS APPLICATION

The materials filed for this hearing

62. COPA set out their allegations of contempt in their application notice dated 23 October 2024. Those allegations were supported by the Second Affidavit of Mr Sherrell of the same date. I gave permission for the service of Mr Sherrell's Third Affidavit dated 4 December 2024 which provided an update of relevant events since 23 October 2024.

63. COPA filed their Skeleton Argument for this Contempt Hearing on 16 December 2024. I understand a copy was sent to Dr Wright at the same time by email to which he replied, indicating receipt.

64. Dr Wright has had ample opportunity to respond to the allegations of contempt and has done so by filing extensive materials. I omit reference to materials which were relevant only to the CMCs on 1 and 27 November 2024 and I concentrate on the materials relevant to the allegations of contempt, which I summarise here:

i) First, Dr Wright issued an application dated 24 October 2024 opposing a finding of contempt, annexing three witness statements from himself dated 24 October 2024 and other documents.

ii) On 4 November 2024, Dr Wright filed an application to amend his Particulars of Claim in this New Claim, with his proposed Amended Particulars of Claim attached. Although COPA objected to this application because it was issued two days after I had stayed the New Claim, I indicated in my 6 December Judgment at [64] that I had little

doubt that it would be necessary to consider this document at this Contempt Hearing, not least because it contains some of Dr Wright's key contentions as to why he says he is not in contempt.

iii) On 22 November 2024, Dr Wright served: a further "Submission" in the Contempt Application, which contains evidence. As COPA pointed out it is not in the form of a witness statement or affidavit, but I will propose to proceed on the basis that it represents Dr Wright's evidence (or part of it).

iv) On 11 December 2024, Dr Wright made what he presented as a filing of evidence in response to Sherrell Affidavit 3. However, in fact what he filed was a motion for me to recuse myself on grounds of judicial bias, supported by an affidavit of Gavin Mehl. I have already addressed those materials.

v) On 17 December 2024 at 4.45am, Dr Wright filed his Skeleton Argument for the Contempt Hearing. This is a lengthy document comprising some 94 pages: 'skeleton.18.pdf' which I have read and considered carefully. His actual Skeleton is succinct and to the point, comprising some 6 pages. The remainder of the document is an Appendix headed 'Original Skeleton Argument' which proceeds under a number of headings and itself has 8 Appendices. I deal with the detail of his contentions below but I note at this point that there is a great deal of repetition in his submissions and in fact his answer to the allegations of contempt resolve to just a few points.

Relevant Legal Principles

65. The relevant legal principles were not in dispute and are relatively straightforward. COPA reminded me of the following principles which I have kept in mind.

Contempt by breach of an order of the court

66. The elements of contempt by breach of a court order were summarised by Proudman J in *FW Farnsworth Ltd v Lacy* [2013] EWHC 2387 (Ch) at para. 20, as follows:

> *A person is guilty of contempt by breach of an order only if all the following factors are proved to the relevant standard: (a) having received notice of the order the contemnor did an act prohibited by the order or failed to do an act required by the order within the time set by the order; (b) he intended to do the act or failed to do the act as the case may be; (c) he had knowledge of all the facts which would make the carrying out of the prohibited act or the omission to do the required act a breach of the order. The act constituting the breach must be deliberate rather than merely inadvertent, but an intention to commit a breach is not necessary, although intention or lack of intention to flout the court's order is relevant to penalty.*

67. This formulation has since been repeatedly approved by the Court of Appeal: see *Cuadrilla Bowland Ltd v Persons Unknown* [2020] EWCA Civ 9, [2020] 4 WLR 29 at para. 25 (Leggatt LJ); *Cuciurean v Secretary of State for Transport* [2021] EWCA Civ 357 at para. 13 (Warby LJ); *Isbilen v Turk* [2024] EWCA Civ 568 at para. 37 (Lewison LJ). The standard of proof which applies is the criminal standard: beyond reasonable doubt.

68. The test may also be put in even simpler terms. In *Navigator Equities Ltd v Deripaska* [2024] EWCA Civ 268, [2024] BCC 526 at para. 47, Males LJ endorsed the following statement of principle by HH Judge Pelling KC at first instance in that case:

> *The applicant must prove to the criminal standard of proof, that is beyond reasonable doubt or so that the judge is sure, that the defendant:*
>
> *a) knew of the terms of the undertaking breached;*
>
> *b) acted in breach of, or failed to act in compliance with, the undertaking concerned; and*
>
> *c) knew of the facts that made his conduct a breach.*

69. When deciding upon liability, the court must also be satisfied that the terms of the order which an alleged contemnor is said to have breached are sufficiently clear and certain to make plain what is permitted and what is prohibited: see *AG v Punch Ltd* [2002] UKHL 50; 2003 1 AC 46 at para. 35; *Navigator Equities Ltd v Deripaska* [2021] EWCA Civ 1799, [2022] 1 WLR 3656 at para. 82(ix); *Navigator Equities Ltd v Deripaska* [2024] EWCA Civ 268 (cited above) at para. 47. The last of those cases sets out the principles in helpful detail:

> *vi) Lack of clarity may arise where (i) the language used may have more than one meaning or (ii) in a borderline case where it is inherently uncertain whether the term applies at all or (iii) the language is so technical or opaque as not to be readily understandable by the person to whom the injunction is addressed or by whom the undertaking is given – see Cuadrilla Bowland Ltd v Persons unknown [2020] EWCA Civ 29 per Leggatt LJ as he then was at [58];*
>
> *vii) However, whether a term of an order or undertaking is unclear in any of these ways, is dependent on context and in any event the alleged lack of clarity is irrelevant if it is immaterial to whether the breach alleged has occurred, because there would have been a breach whichever possible construction applied - see Cuadrilla Bowland Ltd v Persons unknown (ibid.) per Leggatt LJ at [60];*
>
> *viii) In relation to context, the words of an undertaking are to be given their natural and ordinary meaning and are to be construed in their context, including historical context and with regard to the object of the order – see Pan Petroleum AJE Ltd v Yinka Folawiyo Petroleum Ltd [2017] EWCA Civ 1525 per Flaux LJ at [41(3)] and Navigator Equities Ltd v Deripaska (ibid.) per Carr LJ at [82(vi)] […]*

70. In reaching a conclusion on the issues that must be proved to the criminal standard, it is open to the court to draw inferences from primary facts it finds established by evidence. However, unless it is of a kind that no reasonable person would fail to make, the court may not draw an inference as to the existence of an element essential for liability: *Masri v Consolidated Contractors International Co SAL* [2011] EWHC 1024 (Comm) at para. 145; *Navigator Equities Ltd v Deripaska* [2024] EWCA Civ 268 (cited above) at para. 47.

71. It is not necessary for the applicant to prove every fact relied upon in support of a charge to the criminal standard, provided that each essential ingredient of contempt is proved to the criminal standard in respect of the charge: see *JSC BTA Bank v Ablyazov (No. 8)* [2012] EWCA Civ 1441, [2013] 1 WLR 1331, at para. 52.

72. An alleged contemnor may not be compelled to give evidence orally or in writing (see CPR 81.7(3)) and has a right to silence (CPR 81.4(2)(n)). Where written evidence has been provided, the contemnor may not be compelled to submit to cross-examination and may not be put to an election of submitting or forgoing reliance on written evidence: see *Discovery Land Co LLC v Jirehouse* [2019] EWHC 1633 (Ch) at paras. 23-30. Adverse inferences may nevertheless be drawn where an alleged contemnor chooses to remain silent. The ability to draw such inferences is consistent with article 6 of the ECHR: see *Khawaja v Popat* [2016] EWCA Civ 362 at para. 30. Such inferences may not on their own prove guilt, and an applicant must establish a sufficiently compelling case to call for an answer before an inference may be drawn from the accused's silence: see *Masri v Consolidated Contractors* (cited above) at para. 147.

The mental element required for contempt

73. As already mentioned, the court must be sure that the alleged contemnor knew both of the order and of the terms of that order allegedly breached. The court must also be sure that the alleged contemnor had knowledge of the facts which make his conduct a breach: *Masri v Consolidated Contractors* (cited above) at para. 150; *Kea Investments Ltd v Watson* [2020] EWHC 2599 (Ch) at para. 26.

74. However, for contempt to be established, the court does not need to find (to any standard) that the alleged contemnor knew or believed that what he did was a breach of the order. In *Varma v Atkinson* [2020] EWCA Civ 1602, [2021] Ch. 180 at para. 54, Rose LJ put the principle as follows:

> *[O]nce knowledge of the order is proved, and once it is proved that the contemnor knew that he was doing or omitting to do certain things, then it is not necessary for the contemnor to know that his actions put him in breach of the order; it is enough that as a matter of fact and law, they do so put him in breach.*

75. In *Cuciurean v Secretary of State for Transport* (cited above), Warby LJ made the same point at para. 58, as follows:

> *These authorities indicate that… (2) the Court's civil contempt jurisdiction is engaged if the claimant proves to the criminal standard that the order in*

> *question was served, and that the defendant performed at least one deliberate act that, as a matter of fact, was non-compliant with the order; (3) there is no further requirement of mens rea…*

76. Although intention to breach an order is not required (or even relevant) for a finding of contempt, it will be relevant to a consideration of the appropriate penalty. In *ADM International SARL v Grain House International SA* [2024] EWCA Civ 33, [2024] 1 WLR 3263, at para. 79, Popplewell LJ stated the position as follows:

> *[T]he true principle, in my view, is that where the court decides what the order means, and upon that construction the defendant's conduct breaches the order, the defendant is in contempt. That is the principled consequence of the relevant ingredients of civil contempt, as summarised in Masri, and in particular that the defendant need not intend to breach the order; all that need be established is that the defendant intended to carry out the conduct in question and that such conduct amounts to a breach of the order, objectively construed. Subjective understanding or intention in relation to the meaning of the order is logically irrelevant to the existence of a civil contempt because there is no requirement of an intention to breach it.*

77. He then added at para. 82:

> *However, subjective understanding is relevant to the sentence to be imposed for any contempt. Where a defendant acts in accordance with an erroneous understanding of the order, that is less culpable than a deliberate breach. And where the understanding is a reasonable one because it is one of two reasonable constructions of an ambiguous order, the usual position is that he should not be punished for contempt.*

Dr Wright's knowledge

78. By the time of the matters complained of (i.e. the times of the relevant threats and issuing of the New Claim on 9 and 10 October 2024), Dr Wright was fully aware of the Order and its terms and I so find. Mr Sherrell set out the reasons for this conclusion in his Second Affidavit at [35] and following. In summary: (i) Dr Wright participated in the hearing at which the Order was made; (ii) the Order was served on him by all the means prescribed in the provision for substituted service; (iii) he took steps to comply with the order in relation to the publication of the Legal Notice required to be published; and (iv) Dr Wright's application for permission to appeal included an application for permission to appeal the Order and repeated references to the Order and its terms. Dr Wright's evidence repeatedly refers to the Order and quotes its terms, claiming that he took them into account when preparing the New Claim (see in particular section 3 of his first statement on the Contempt Application).

79. Furthermore, Dr Wright has not disputed that he was responsible for issuing the proceedings in the New Claim - it cannot be suggested that he issued them accidentally. He does not dispute that he was responsible for posting the

messages on X (Twitter) which COPA relies upon as threats to issue Precluded Proceedings.

80. I mention here that Dr Wright's documents make points as to his subjective understanding of the Order, his awareness of the consequences of breaching the Order, and his awareness of the risk that the New Claim might breach the Order, but, as COPA submitted, those matters go to sentence and not liability so I leave them over until later.

E. COPA's GROUNDS OF CONTEMPT

Introduction

81. COPA's Grounds of contempt were set out in Sherrell Affidavit 2 at [70] and following. It is convenient to deal here with some overarching contentions made by COPA and by Dr Wright.

82. First, under each Ground, COPA contends that (a) the terms of the Order were sufficiently clear and certain to leave a reasonable person in no relevant doubt as to what was permitted and what was prohibited and (b) Dr Wright has committed a clear breach of the Order in bringing the New Claim and in making threats to bring it. I assess these contentions under each Ground below.

83. Second, it appears that Dr Wright's principal case in response to the Contempt Application is that he is not in contempt because the claims in the New Claim do not involve him claiming to be Satoshi Nakamoto and do not depend on him having invented the Bitcoin system. As COPA submitted, there are two answers to this argument.

84. First, the scope of the Order is not limited to prohibiting claims dependent on Dr Wright asserting that he is Satoshi Nakamoto. The Order does not say that it is limited in that way. I agree that the terms of the Order are clear and self-evident. If it had been the intention to limit the Order in that way, then (i) that limitation could and would have been inserted and (ii) in truth, para. 1(a) of the Order would have been largely or wholly unnecessary, since para. 1(b) would have been sufficient. Furthermore, as COPA submitted, there was good reason for the Order to be drafted as it was, since some of the claims which Dr Wright advanced in the original litigation and then abandoned were not only based on his claiming to be Satoshi Nakamoto.

85. Grounds 1 to 3 below are to the effect that Dr Wright has pursued claims in legal proceedings based on assertions of intellectual property rights which the Order prevents him from pursuing. In simple terms, the Order precludes him from pursuing claims based in any way on (a) an assertion that he owns goodwill in the name "Bitcoin" or in the Bitcoin system; (b) an assertion that he has database rights in the Bitcoin blockchain; or (c) an assertion that he owns copyright in the Bitcoin White Paper or Bitcoin file format. It prohibits him from pursuing such claims whether or not they involve him asserting that he is Satoshi Nakamoto, and whether or not he claims to be the sole owner of the relevant rights.

86. Secondly, Dr Wright's New Claim does include pleaded contentions that he is Satoshi Nakamoto and was responsible for acts which (as is common ground) were performed by Satoshi – see Ground 4 below. These contentions are put forward as foundations for at least some of his claims. Accordingly, I agree that Dr Wright is wrong to say that his New Claim does not repeat his dishonest claim to be Satoshi.

87. COPA also contended that a general point of significance is that each of the principal claims in the New Claim can only be maintained by Dr Wright asserting intellectual property rights which the Order precludes him from asserting in legal proceedings. In other words, COPA say it is no accident that Dr Wright's New Claim asserts these rights: they are essential ingredients of the claims he seems determined to make:

    i) Dr Wright cannot make a passing-off claim in relation to the name Bitcoin without pleading that he owns goodwill in that trade name.

    ii) Dr Wright cannot make a claim for infringement of copyright in foundational works of the Bitcoin System without pleading that he owns such copyright (there being no suggestion of a licence).

    iii) Dr Wright cannot make a claim for breach of database rights in the Bitcoin blockchain without pleading that he owns such rights (again, there being no suggestion of a licence).

88. Dr Wright has tried to answer these points in two ways:

    i) First, he says that his principal claim is one for extended passing-off (a "*Champagne*" case). However, as explained above, such a claim still requires the claimant to plead and prove his/her ownership of goodwill in the relevant trade designation or get-up. Here, the focus of the claim is the name "Bitcoin", and Dr Wright is precluded by the Order from pursuing a claim based on ownership of goodwill in that name.

    ii) Secondly, Dr Wright insists repeatedly that his claim is in promissory estoppel, suggesting that this allows him to bring these enormous claims for breach of intellectual property rights without pleading and proving that he owned those rights. However, as I have already explained, the doctrine of promissory estoppel cannot found or give rise to such claims. In this regard, Dr Wright's reliance on promissory estoppel is based on his fundamental misunderstanding of the doctrine.

89. Finally, there are two points to make about Dr Wright's Particulars of Claim (the '**PoC**') in the New Claim.

90. First, under each ground I have identified paragraphs in the PoC which clearly demonstrate breach of the identified terms of the Order. There are often other paragraphs in the PoC which prove the same point, but it is not necessary to identify all of them.

91. Second, I have already mentioned Dr Wright's proposed 'Amended Particulars of Claim' (the '**APoC'**). A general point to be made is that in that document, Dr Wright did not remove any of the existing allegations, on which COPA's Grounds of Contempt were based. Instead, he *added* certain paragraphs which seek to put the existing allegations in a different light. Whether they do so is a matter I consider below under each Ground.

Ground 1: The New Claim is based on ownership of goodwill in the name Bitcoin and/or the Bitcoin System

92. Under this Ground, COPA relies on two parts of the Order:

    i) First, paragraph 1(a)(x) provides that Dr Wright is and was precluded from commencing proceedings "based wholly or in part" on grounds "that Dr Wright….owns goodwill and/or unregistered trade mark rights in the name 'Bitcoin' and/or in the Bitcoin System".

    ii) Second, the Order (at 1(a)(iv)) defines "the Bitcoin System" as "the peer-to-peer electronic cash system implemented from around January 2009 which originated from the Bitcoin White Paper."

93. As COPA correctly submitted, the prohibition in the Order is not limited to claims based on ownership of goodwill deriving from Dr Wright having been Satoshi Nakamoto or having invented the Bitcoin system. It extends to any claim which is based to any extent at all on Dr Wright owning goodwill in the name Bitcoin or otherwise in the Bitcoin System.

94. In breach of this part of the Order, Dr Wright's PoC in the New Claim plead, *inter alia*:

    186. Dr Wright is the owner of goodwill which exists in the name "Bitcoin". It designates the electronic cash system defined in the White Paper and operated by means of the software which Satoshi Nakamoto personally controlled up to and including April 2011…

    187. Dr Wright holds substantial goodwill in the name "Bitcoin," which has accrued through the development, promotion, and investment in the original Bitcoin electronic cash system, as defined in the White Paper by Satoshi Nakamoto…

    188. Dr Wright's role as an investor and a stakeholder in the Bitcoin system is integral to this claim. His substantial financial investment in businesses, technology and applications developed in alignment with the original Bitcoin protocol has further solidified the goodwill in the Bitcoin name…

    191. Dr Wright's claim is rooted in the principles of passing off under English law, where he seeks protection for the goodwill that exists in the name "Bitcoin" and its association with the Original System.

95. I have already drawn attention to the Prayer for Relief at the end of the PoC. Relevant to this Ground is Dr Wright's claims to (a) an injunction against passing-off (para. (1)(a)); (b) an inquiry as to damages or an account of profits (para. (2)); (c) orders for payment to him of those damages or other sums (paras. (3) and (8)).

96. As I have already explained above, Dr Wright's assertion that he owns goodwill in the trade name "Bitcoin" is an essential ingredient in his claim that he is entitled to relief against the defendants to the New Claim for their having allegedly misrepresented their version of the system as "Bitcoin".

97. It is therefore no accident that Dr Wright's New Claim advances a claim in passing off in relation to the trade name "Bitcoin" on the express basis that he owns goodwill in that trade name. As noted below, his proposed amendments take his claim further, in asserting that his ownership of the goodwill is "*exclusive*" (para. 203 of the draft Amended PoC). The plea of ownership of goodwill is an essential ingredient in *any* passing-off claim he might want to advance in relation to use by others of the name "Bitcoin". Should Dr Wright try to advance such a claim while disavowing any ownership of goodwill, then the claim would automatically fail, since ownership of goodwill in some form (whether sole or joint) is necessary to any such claim.

98. If Dr Wright were to say that he did not intend in his PoC to assert any ownership of goodwill in the name "Bitcoin" or to advance a claim founded on such an assertion, then such a statement would be implausible in light of what the pleading actually says. However, it would also be irrelevant to liability for contempt, since the PoC is to be construed objectively, rather than given a meaning which Dr Wright might seek retrospectively to impose on it.

99. Any such excuse by Dr Wright would be belied by his draft APoC, which do not remove the paragraphs asserting his ownership of goodwill in the name Bitcoin as at least part of the basis for his passing-off claim: see paras. 202, 204-205 and 208. Dr Wright has added a new passage which advances an "assertion of exclusive ownership over the goodwill which has been derived because of the name 'Bitcoin'", but says that this is not a claim to be Satoshi and is a statement of "derivative rights because of the promissory estoppel… following the creation of the system and the *assertions by Satoshi that the system would not change*": para. 203.

100. As COPA submitted, that passage is incoherent in its language and nonsensical in its legal reasoning. Even if Satoshi had said publicly that the system would not change in some respect and others had made such a change while still calling the system "Bitcoin", that would not entitle Dr Wright to bring a claim in passing-off without asserting that he himself owns goodwill in the name. Any such claim necessarily breaches the Order.

101. For all these reasons, I find (1) the relevant terms of the Order were sufficiently clear and certain to leave a reasonable person in no relevant doubt as to what was permitted and what was prohibited and (2) Dr Wright has committed a clear breach of the Order in bringing the aspects of the New Claim identified in this section above. I find Ground 1 proved beyond any reasonable doubt.

Ground 2: The New Claim is based on database rights in the Bitcoin Blockchain

102. Under this Ground, the relevant part of the Order is paragraph 1(a)(vi) which provides that Dr Wright is precluded from commencing proceedings "*based wholly or in part*" on grounds "*that Dr Wright .....is the or an owner of database rights in the Bitcoin Blockchain (i.e. the blockchain which was made available for transmission between nodes from January 2009 and later extended by the addition of blocks up to the present day) or in any part of it*".

103. As COPA submitted, the prohibition in the Order is not limited to preventing Dr Wright from bringing claims based on ownership of database rights in the Bitcoin Blockchain deriving from his having been Satoshi or having (for instance) created the Genesis Block. It extends to any claim which is based to any extent at all on Dr Wright asserting ownership of database rights in the Bitcoin Blockchain.

104. In breach of this part of the Order, Dr Wright's PoC pleads a claim for infringement of database rights in the Bitcoin Blockchain based on his ownership of such rights:

i) At paras. 36ff, he pleads a technical description of the Bitcoin Blockchain as a database, which he defines as "*the Blockchain Database*". This is plainly a description of the "Bitcoin Blockchain" as defined in the Order.

ii) From para. 195, he describes the creation, structure and format of the "Bitcoin blockchain" (his words), before asserting at para. 197 that each individual block and the blockchain as a whole is a database within the meaning of Directive 96/9/EC (the "**Database Directive**").

iii) At paras. 200 to 201, Dr Wright describes the creation of the Bitcoin System by Satoshi. Then he asserts at para. 202 that he is "*entitled to the rights provided in the Database Directive to the maker of a database in all the territories of the EU, including… the UK*".

iv) At para. 210, Dr Wright appears to plead joint authorship of the Bitcoin Blockchain with Satoshi Nakamoto: "Using the intellectual property and database rights without a licence or authorisation, while presenting these altered systems as 'Bitcoin', constitutes a direct infringement of the copyright and database protections that Satoshi Nakamoto and Dr Wright established."

v) At paras. 245-246, under the heading of "Infringement of Database Rights", Dr Wright pleads his claim as follows:

> *245. The Bitcoin blockchain and its associated data structure constitute a database within the meaning of the Database Directive and UK database law. <u>The database right is held by Dr Wright</u>, who has made significant investments in the development, maintenance and extension of the original database… [Emphasis added.]*

> *246. The defendants have infringed upon these database rights by making unauthorised use of the Bitcoin database in the promotion and maintenance of their Modified Systems.*

vi) In the Prayer, Dr Wright claims (a) an injunction against infringement of database rights in the Bitcoin blockchain (para. (1)(c)); (b) an inquiry as to damages or an account of profits (para. (2)); (c) orders for payment to him of those damages or other sums (paras. (3) and (8))

105. As explained above, Dr Wright's assertion that he owns database rights in the Bitcoin blockchain is an essential element of his claim for infringement of such rights.

106. Dr Wright's only answer to this Ground is that his claim involves "*a claim to reciprocal database rights as a former Bitcoin miner*", deriving from his having validated and added blocks to the blockchain (see his first statement). However, even assuming that activity as a miner could give rise to a relevant database right (which COPA did not accept), Dr Wright's claim unquestionably asserts that he is "*the or an owner of database rights in the Bitcoin Blockchain… or in any part of it*" and so breaches the order.

107. Dr Wright's draft APoC do not remove the paragraphs which assert that he possesses database rights in the Bitcoin blockchain: see paras. 216-221 and paras. 263-264. Dr Wright has simply added a new passage which states that he "*is not saying here that he is Satoshi Nakamoto or that he owns Satoshi's rights*" but "*that he has acted on a promise made by Satoshi Nakamoto and any party that follow him such as BTC Core*": para. 215

108. If that passage is intended to say that Dr Wright can bring a claim for database right infringement in the Bitcoin Blockchain without saying that he is the or an owner of such database right, then it is simply wrong. If he is saying that he is setting up a database right founded on mining activities, then he is still acting in breach of the Order.

109. As well as constituting a contempt, COPA also contended that the database rights infringement claim is also legally untenable. COPA accepted that this aspect is not relevant to liability, but goes to the seriousness of the contempt and so may be relevant to sentence. COPA summarised their objections as follows and each of them is well-founded:

i) Under the Regulations, database rights only subsist in relation to a database whose maker was an EEA national or habitually resident within an EEA state at the material time (reg. 18(1)(a), prior to the Brexit amendment). To the extent that Dr Wright claims that he is the maker of the Bitcoin Blockchain, database rights do not subsist in it. Dr Wright is not an EEA national, nor was he habitually resident in the EEA when the Bitcoin Blockchain was made. Neither can it be established that Satoshi Nakamoto was habitually resident in the EEA at that time.

ii) To the extent that Dr Wright might try to reformulate the New Claim to include the databases that he pleaded in the BTC Core Claim (para. 19(1) of the PoC in those proceedings), he would need to demonstrate that later iterations of the Blockchain were substantially different from the original blockchain so as to constitute a substantial new investment. Not only would this reformulation not rescue this part of the claim from contempt: it would also be fundamentally inconsistent with his case as currently pleaded, which is that (i) only those who adhere to the original design of the Blockchain are the beneficiaries of database rights in it; and (ii) deviation from the original design is a violation of those rights.

iii) To bring a claim for breach of database right in the Bitcoin Blockchain, Dr Wright would have to establish that he was (i) a qualifying person and the maker of the database, (ii) an exclusive licensee of the right or (iii) a non-exclusive licensee, provided that there is a written, signed licence of the right expressly granting a right of action (see reg. 23 of the Regulations, applying sections 101 to 102 of the Copyright, Designs and Patents Act 1988). Dr Wright cannot bring himself within any of these categories, and a claim asserting that he is within one would only represent a further or continued contempt.

110. Dr Wright seems to be trying to circumvent these difficulties by claiming "*reciprocal database rights*" arising by virtue of his contributions to the Bitcoin Blockchain. As I explained above, there is no basis for this notion of "*reciprocal rights*", either in the Database Directive or in the Regulations.

111. In any event, Dr Wright pleads squarely that he is "*entitled to the rights provided in the Database Directive to the maker of a database*" (see para. 203 of the PoC and para. 220 of the draft Amended PoC). While it may be the case that Dr Wright is or has been a lawful user of the Bitcoin Blockchain, the most that this could provide him with is a right to use that database. It does not confer on Dr Wright any "database right" under the Regulations, and so it does not confer on Dr Wright standing to bring a claim based on those rights.

112. Thus we return to the fundamental point: Dr Wright cannot bring a claim based on database rights in the Blockchain unless he asserts ownership of those rights, and he cannot claim such ownership without putting himself in breach of the Order.

113. For all these reasons, I find (1) the relevant terms of the Order were sufficiently clear and certain to leave a reasonable person in no relevant doubt as to what was permitted and what was prohibited and (2) Dr Wright has committed a clear breach of the Order in bringing the aspects of the New Claim identified in this section above. Since Dr Wright in the New Claim has clearly claimed ownership of database rights in the Bitcoin Blockchain, I find that Ground 2 proved beyond any reasonable doubt.

Ground 3: The New Claim is based on copyright in the Bitcoin File Format/Bitcoin Software and Bitcoin White Paper

114. Under this Ground, the following parts of the Order are relevant:

i) First, paragraph 1(a)(viii) of the Order provides that Dr Wright is precluded from commencing proceedings "based wholly or in part" on grounds "that Dr Wright……is the or an owner of copyright and/or moral rights in the Bitcoin File Format […] of the Bitcoin software".

ii) Second, the Bitcoin file Format is defined in paragraph 1(a)(vii) of the Order as "*the structure of blocks within the Bitcoin Blockchain*".

iii) Third, the Bitcoin software is defined in paragraph 1(a)(v) of the Order to mean "Bitcoin software created or issued in the period up to 2011 (including the executable file and related source code issued under the name Satoshi Nakamoto on or about 8 January 2009)".

iv) Fourth, paragraph 1(a)(ii) of the Order provided that Dr Wright is and was precluded from commencing proceedings "*based wholly or in part*" on grounds "*that Dr Wright, WII and/or WII UK is the or an owner of the copyright and/or moral rights in the Bitcoin White Paper*". The Bitcoin White Paper is defined in paragraph 1(a)(i) of the Order to mean "*the paper entitled 'Bitcoin: a Peer-to-Peer Electronic Cash System', which was released on or about 31 October 2008 under the name 'Satoshi Nakamoto' and subsequently published in a revised version on or about 24 March 2009*".

115. These prohibitions in the Order are not limited to preventing Dr Wright from bringing claims based on ownership of copyright or moral rights in the Bitcoin File Format or Bitcoin White Paper deriving from his having been Satoshi. They extend to any claim which is based to any extent at all on Dr Wright asserting ownership of such rights.

116. In breach of this part of the Order, Dr Wright's PoC pleads claims based on his alleged ownership of such rights:

i) At paras. 196-197, he pleads that "the structure and format of the Bitcoin blockchain and each of the individual blocks… constitute original literary works" and that copyright subsists in this structure and format.

ii) At para. 206, he accuses the defendants of having engaged in actions which "involve the unauthorised reproduction and use of the Bitcoin-related databases and literary works developed by Satoshi Nakamoto and extended through the efforts of Dr Wright". The works referred to must in context refer to or at least include the Bitcoin software and Bitcoin File Format.

iii) At para. 207(3), he alleges infringement of "copyright associated with Satoshi Nakamoto's original works, which includes [sic] the Bitcoin White Paper and the initial software release".

iv) At paras. 242-243, he claims that the "original Bitcoin White Paper and Bitcoin software contain elements that are protected under copyright law

as literary works"; that Satoshi's authorship "created a copyright interest in these materials"; and that "Dr Wright's contributions in developing systems built on Bitcoin and maintaining its original design solidify the proprietary nature of these works".

117. In the Prayer, Dr Wright claims (a) an injunction against infringement of copyright in "*works associated with the Bitcoin White Paper and original software developed by Satoshi Nakamoto*" (para. (1)(b)); (b) an inquiry as to damages or an account of profits (para. (2)); (c) orders for payment to him of those damages or other sums (paras. (3) and (8)).

118. On the required objective reading, I agree with COPA that the above passages can only be read as asserting that Dr Wright owns copyright in the Bitcoin White Paper, Bitcoin File Format and/or Bitcoin software. Although in places he ascribes authorship to Satoshi, and is carefully ambiguous about whether he himself is Satoshi, the claim is and must be one for infringement of copyright which he owns.

119. Dr Wright's draft APoC do not remove the paragraphs referred to above: see paras. 213-214, 224-225 and 260-261. Dr Wright has just added the new passage (already referenced above) which states that he "*is not saying here that he is Satoshi Nakamoto or that he owns Satoshi's rights*" but "*that he has acted on a promise made by Satoshi Nakamoto and any party that follow him such as BTC Core*": para. 215. If that is intended to mean that Dr Wright can make a claim for copyright infringement without asserting ownership of copyright, it is simply wrong. If he is saying that his claim is based on ownership derived from some mystical legal process resulting from a promise by Satoshi to all the world, then he is still acting in breach of the Order.

120. For all these reasons, I find (1) the relevant terms of the Order were sufficiently clear and certain to leave a reasonable person in no relevant doubt as to what was permitted and what was prohibited and (2) Dr Wright has committed a clear breach of the Order in bringing the aspects of the New Claim identified in this section above. Accordingly, I find Ground 3 proved beyond any reasonable doubt.

Ground 4: The New Claim is based on Dr Wright being Satoshi Nakamoto and/or being responsible for acts done by Satoshi Nakamoto

121. Under this Ground, the following parts of the Order are relevant:

i) First, paragraph 1(a)(iii) of the Order provides that Dr Wright is precluded from commencing proceedings "based wholly or in part" on grounds "that Dr Wright is the person or one of the persons who adopted or operated under the pseudonym 'Satoshi Nakamoto' in particular in the period 2008 to 2011".

ii) Second, paragraph 1(a)(iv) of the Order provides that Dr Wright is precluded from commencing proceedings "*based wholly or in part*" on

grounds "*that Dr Wright is the person or one of the persons devised and/or created the Bitcoin System*".

iii) Third, paragraph 1(a)(v) of the Order provides that Dr Wright is precluded from commencing proceedings "based wholly or in part" on grounds "that Dr Wright is the or an author of any of the versions of the Bitcoin software created or issued in the period up to 2011".

iv) Fourth, paragraph 1(b) of the Order also provides that Dr Wright is precluded from bringing "Proceedings in which it is otherwise asserted that Dr Wright is the person or one of the persons who adopted or operated under the pseudonym 'Satoshi Nakamoto' or that Dr Wright is responsible for acts done by such person or persons".

122. In breach of this part of the Order, Dr Wright's PoC plead, (*inter alia*):

> *2. This claim concerns "Bitcoin" which is a "peer-to-peer" electronic cash system used by Dr Wright since 2009.*
>
> *3. At all material times Dr Wright has carried on business as, amongst other things, a computer scientist, developing, promulgating and promoting his Bitcoin system…*
>
> *6. The White Paper was released under the pseudonym "Satoshi Nakamoto". On 31 October 2008, under that pseudonym, Satoshi Nakamoto posted on The Cryptography Mailing List (hosted on metzdowd.com) that he had been "working on a new electronic cash system that's fully peer-to-peer, with no trusted third party" ("**the Bitcoin Announcement**"). In the Bitcoin Announcement, Dr Wright published the link to the White Paper, which he had previously uploaded to http://www.bitcoin.org" http://www.bitcoin.org.*
>
> …
>
> *8. Satoshi Nakamoto, under this pseudonym, made the White Paper available for download on the "bitcoin.org" website (that is to say the website accessible at http://bitcoin.org).*

123. In particular, para. 6 (whether read in isolation or in context) asserts that Dr Wright was the person who uploaded the Bitcoin White Paper to the website www.bitcoin.org and published the link to the White Paper by means of making the post on the Cryptography Mailing List which is attributed to Satoshi. These are actions which are known to have been carried out on 31 October 2008 by Satoshi (i.e. by the person or persons operating under that pseudonym): see the uncontroversial chronology I set out in my Main Judgment from the Joint Trial at [23.4], which reflected the chronology agreed by the parties for that trial.

124. Dr Wright pleads at para. 9 of the PoC that for the purposes of the New Claim "*the identity of Satoshi is irrelevant*", but that does not prevent the paragraphs quoted above representing an assertion that Dr Wright "*is the person or one of the persons who adopted or operated under the pseudonym 'Satoshi Nakamoto'*

or that Dr Wright is responsible for acts done by such person or persons". His having brought proceedings in which that assertion is made is a plain breach of para. 1(b) of the Order, even if (hypothetically) none of his claims in the New Claim were based (even in part) on the assertion.

125. Furthermore, and in any event, Dr Wright's claims in the New Claim are based on the paragraphs quoted above which plead that he is Satoshi and that (as such) he created the Bitcoin system. Those paragraphs objectively inform how the reader of the pleading reads each subsequent paragraph, and they naturally cause the reader to equate Dr Wright with Satoshi. In short, while Dr Wright has attempted in places to present the New Claim as not dependent on his claim to be Satoshi (including in places by odd circumlocution and ambiguous phrasing), the paragraphs quoted above say otherwise.

126. Dr Wright's draft APoC do not remove the paragraphs referred to above: see paras. 2-3, 17 and 19. Dr Wright has added paragraphs in which he states performatively that "*he is not asserting himself as Satoshi Nakamoto, nor does the claim rely on any assertion of that identity*" (para. 10). However, given that he has retained the paragraphs which do assert his identity as Satoshi at the very start of the pleaded narrative, pursuing an amended claim in this form would only be to continue the contempt.

127. For all these reasons, I find (1) the relevant terms of the Order were sufficiently clear and certain to leave a reasonable person in no relevant doubt as to what was permitted and what was prohibited and (2) Dr Wright has committed a clear breach of the Order in bringing the aspects of the New Claim identified in this section above. Accordingly, I find Ground 4 proved beyond any reasonable doubt.

Ground 5: Dr Wright has made threats to bring proceedings which are Precluded Proceedings

128. Under this Ground, the following parts of the Order are relevant:

    i) First, paragraph 2 of the Order provides that "Dr Wright and any of his companies, including WII, WII UK and Tulip Trading Limited, shall not threaten (explicitly or implicitly) or procure any other person to threaten (explicitly or implicitly) that any Precluded Proceedings will be pursued against any person in the Court of England and Wales, the Courts of any foreign jurisdiction or in any arbitral tribunal (wherever seated)."

    ii) Second, "Precluded Proceedings" are defined in paragraph 1 as claims within the categories outlined in sub-paras. 1(a)(i)-(x) and 1(b).

129. There is a considerable body of caselaw on what constitutes a threat of proceedings, developed in the field of patents and trade marks, and the principles are well-settled. However, the relevant principles do not depend on any particular feature of a patent or registered trade mark, other than each is a legal right to bring proceedings. So, as COPA submitted, the relevant principles

read across to threats of proceedings in respect of any intellectual property right, as well as the right to bring proceedings for passing off.

130. A "threat" covers any intimation that would convey to a reasonable person that some person had rights and intended to enforce them against another person. See *L'Oreal (UK) Ltd v Johnson & Johnson* [2000] FSR, para. 12, approved in *Best Buy Co. Inc. v Worldwide Sales Corporation Espana SL* [2011] EWCA Civ 618, [2011] Bus LR 1166, at para. 21 and *The Noco Company v Shenzhen Carku Technology Co Ltd* [2023] EWCA Civ 1502, [2024] RPC 3 at para. 23. Further, it does not matter that the threat might be veiled or covert, conditional or future: see *The Noco Company* (above).

131. To similar effect, the Intellectual Property (Unjustified Threats) Act 2017 makes actionable a threat of unjustified patent infringement proceedings and defines a "*threat of infringement proceedings*" as any communication from which a reasonable person would understand that a patent exists and that a person intends to bring proceedings against another person for relevant acts of infringement: see s.1(2), amending the Patents Act 1977.

132. It may be recalled that at the hearing to determine the further relief from the Joint Trial, COPA applied for more extensive injunctive relief than I was prepared to grant. In particular I declined to grant the third injunction sought because I considered that much of its scope would be covered by the injunction restraining the making of threats of proceedings: see [2024] EWHC 1809 (Ch) at [150] & [168]. I had very much in mind the scope of the second injunction restraining the making of explicit or implicit threats, in the light of the established caselaw on 'threats'.

133. On 9 October 2024, the day before he filed the New Claim, Dr Wright made a series of posts to X (Twitter) (the "**9 October Posts**") setting out some details of what would become that claim. The 9 October posts are exhibited by Mr Sherrell and included, *inter alia*, references to an intention of "*bringing a champagne passing-off claim under English law against BTC developers*" and an intention to "*[focus] on the misrepresentation element rather than my identity as Satoshi*" in order to "*sidestep the constraints of the High Court's prior judgment*."

134. By stating publicly his intention to bring a claim in passing off against Bitcoin developers, Dr Wright was unambiguously threatening to bring a claim in which he would assert ownership of goodwill in the name "Bitcoin" or in the Bitcoin System. That is the form of claim which he in fact issued the next day. Furthermore, any reader with even the most basic knowledge of the English law of passing off would know that Dr Wright would have to assert such ownership of goodwill as the basis of his claim. His threats were thus to bring proceedings which would necessarily fall into the category of Precluded Proceedings.

135. For all these reasons, I find (1) the relevant terms of the Order were sufficiently clear and certain to leave a reasonable person in no relevant doubt as to what was permitted and what was prohibited and (2) Dr Wright has committed a clear breach of the Order in bringing the aspects of the New Claim identified in this

section above. Accordingly, I find Ground 5 proved beyond any reasonable doubt.

F. CONCLUSION

136. I have found, to the requisite criminal standard of proof, that Dr Wright committed each of the contempts alleged by COPA in their Grounds 1 to 5 inclusive. Indeed, in my judgment, there is no doubt whatever that each of these contempts has been proved.