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## Form No. 1

### Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G2025-0157 OF 2025

BETWEEN: Christopher Stephen Clayton PLAINTIFF

AND: Binance Holdings Limited DEFENDANT

WRIT OF SUMMONS

TO: Binance Holdings Limited, Registration Number 326889, C/O APPLEBY GLOBAL SERVICES (CAYMAN) LIMITED, P. O. Box 500 71 Fort Street, George Town, Grand Cayman KY1-1106, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within [14 days] after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 15th day of October 2025.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

A Statement of Claim in full is appended, besides the below summary.

STATEMENT OF CLAIM

Claim for Norwich relief as equivalently outlined in the W.D. Wash. case 2:24-cv-00182-JLR, or conditional damages (secondary, nominal claim) if Binance continues to fail to provide any such relief, or if such relief ends up including data inaccuracies, regarding Binance user activities in controversy if a duty of care is found to exist under relevant anti-money laundering law.

AND THE PLAINTIFF claims:

1. **$20,000 KYD** in nominal damages as a secondary claim (anti-money laundering standards);
2. No accumulated interest sought;
3. W.D. Wash. mail costs, arbitration costs and estimated Grand Court fees; **$2,048.43 KYD**.

[Or where the Plaintiff's claim is for a debt or liquidated demand only:

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of $22,048.43 KYD (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or the Plantiff's Attorney.]

Christopher Stephen Clayton

*[Signature of Plaintiff or the Plaintiff's Attorney]*

This Writ was issued by Christopher Stephen Clayton whose address for service is 10 Market Street, Unit #2157 Grand Cayman, KY1-9006

THIS WRIT was issued by Christopher Stephen Clayton whose address for service is 10 Market Street, Unit #2157 Grand Cayman, KY1-9006

GCR 1995 (Revised)

# Form No. 8

## Acknowledgment of Service of Writ of Summons (O.10, r.1; O.12, r.3; O.15, rr.3, 7 & 13A; O.16, r.3; O.75, r3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

   After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A defendant who states in the Defendant's Acknowledgment of Service that the Defendant intends to contest the proceedings must also serve a defence on the attorney for the plaintiff (or on the plaintiff if acting in person).

   If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

   If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

   If the Defendant fails to serve that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

**Please complete overleaf**

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to the Defendant.
3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after that Partner's name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G2025-0157 of 2025

BETWEEN: Christopher Stephen Clayton PLAINTIFF

AND: Binance Holdings Limited DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby the Defendant may have to pay the costs applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

☐ yes ☐ no

3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

☐ yes ☐ no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**Please complete overleaf**

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, the Defendant must give the Defendant's post office box number and the physical address of the Defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of that Plaintiff's name, address and reference, if any, in the box below.

Christopher Stephen Clayton

Date: 15th October 2025

Christopher Stephen Clayton
10 Market Street, Unit #2157
Grand Cayman, KY1-9006

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of that defendant's name, address and reference, if any, in the box below.

**Grand Court**

**Cayman Islands**

| | |
|---|---|
| **Christopher Stephen Clayton,**<br>**Plaintiff,**<br><br>**-v-**<br><br>**Binance Holdings Limited,**<br>**Defendant.** | **CASE NO. G2025-0157**<br>**Judge: Pending Assignment** |

**STATEMENT OF CLAIM REGARDING *NORWICH* DISCLOSURE DUTY AND FOR PLAUSIBLE DUTY OF CARE IN ANTI-MONEY LAUNDERING LAW OVER FAILURE TO PRODUCE DOCUMENTS CONCERNING BINANCE.COM USERS ACCUSED OF TORT HARMS IN A W.D. WASH. CASE**


Jurisdiction address: 10 Market Street, Unit #2157 Grand Cayman, KY1-9006
Residence: 7539 41st AVE NE, Seattle, WA 98115, USA
+1-206-498-0267

## I. BACKGROUND CONTEXT AND EVENTS

1. Stephen John Clayton and Plaintiff in this case (Christopher Stephen Clayton) filed a US Federal District Court case against Doe Defendants (Persons Unknown) involving damages for conversion due to fraudulent misrepresentation caused by a fake trading website, vip.biitflyeir.com (Book Exchange) (*Clayton et al v Does*, Western District of Washington, 2:24-cv-00182-JLR, Document 1 (Complaint), 6th February 2024). Stephen Clayton as Plaintiff 1 in that case (Christopher's father) used the site from May 10th, 2022 through Aug 22nd, 2022. He was the direct victim, depositing 51.355 ETH in total in a number of transactions over that period to an Ethereum (ETH) public key # 0x80d93ed5542ac1da1b1bf298f9a0d79d6727c07f issued to him by the site upon account registration (hosted wallet mechanism) with his email address, where he had no control over it compared to actual activity that occurred on the blockchain immediately after each deposit he made to the account (actionable cause of conversion of personal virtual assets; in a US context originally claimed under the Commodity Exchange Act).

2. In contradiction to the site's ledger outlining apparent trades made using the site's mechanisms for USDT cryptocurrency, in practice the units were moved without his knowledge or control to final USDT blockchain wallets acting as centralized exchanges within a day after each instance he made an ETH deposit to his Book Exchange account.

3. In Document 6 of *Id.*, Plaintiffs of that case were granted leave to seek discovery of limited scope from cryptocurrency platforms and in Document 10 via registered mail from the three beneficial owners of the platforms that were found to have taken ultimate custody of Plaintiff 1's stolen cryptocurrency per professionally verified trace evidence (allowance to command names, email addresses and physical addresses of unknown persons involved in the overall scheme, specifically defined by their cryptocurrency platform accounts given that the


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cryptocurrency was traced to the major exchange wallets of those platforms). The transaction end-points to these platforms for 49.47 units of the stolen ETH were verified in this manner. Document 5 covered the technical evidence as to how Plaintiff 1 purchased cryptocurrency via Coinbase, and made deposits onto the Book Exchange site through an issued Ethereum (ETH) address which he did not have actual control over (*Id.* Document 5-2 Chase bank account statements; 5-3 Coinbase ledger outlining purchases and transfers; 5-4 screenshot of matching fraudulent website ETH address where transfers were sent; 5-6, 5-7 professional trace reports from Cybertrace Pty Ltd from the originating fraudulent address to end-points). The currency was transferred within a day of each respective deposit that Plaintiff 1 made in contradiction to website ledger records purportedly confirming the trades he made in the site's mechanism using his account. The majority of the stolen cryptocurrency was taken to the Binance platform based on end-point transactions at a Binance "hot supply" wallet based on the timing and quantity of cryptocurrency involved in relevant transaction forks that are viewable on any blockchain browser.

4. Only one beneficial owner of a platform mixed up in the situation responded voluntarily to Plaintiffs' US-originating subpoenas. In Document 24, page 6, the Western District of Washington did not find that the Court held personal jurisdiction over Binance Holdings Limited (Registration Number 326889 in the Cayman Islands General Registry) and other third-party companies to compel discovery or to enforce other remedies from them after Plaintiffs had otherwise met responsibilities under Hague Service Convention Article 10(a) to serve subpoenas to their home jurisdictions via registered mail (*Id.* Documents 11-4 regarding the mailed subpoena packet to Binance; USPS tracking # RB780950496US, delivered August 8th, 2024).) The subpoena packet included Document 1 (Complaint) and core evidence from Document 5.

The mail originally did not deliver to an end destination because Binance's P.O. Box that's still on file with the USPTO, 23 Lime Tree Bay Ave., PO Box 2547, is no longer in service under Binance. Plaintiff ran a paid Cayman Islands General Registry search to find its latest registered agent as it stood then to complete mail delivery via Cayman Post. Binance Holdings Limited is the trademark holder of USPTO serial # 87837417 for "BINANCE" regarding cryptocurrency-related software.

5. This has left the Plaintiffs of *Id.* with an inability to distinguish all possible Persons Unknown from one another given the pseudonymous nature of blockchain transactions. Thus, Plaintiff in this case as Plaintiff 2 of the W.D. Wash. case still seeks to learn the identities of Binance.com users (beneficially owned by Binance Holdings Limited), or in the alternate Plaintiff seek a finding for damages. Binance's relevance was confirmed in Cybertrace reports *Id.* Document 5-6, pages 7 through 8 and Document 5-7 page 6.

6. Plaintiff documented what he has done to contact US law enforcement and to directly attempt communication with the cryptocurrency exchanges involved in the case without achieving successful cooperation from the Binance or OKX platforms, nor successful generation of a law enforcement case toward resolution for Plaintiff 1 (*Id.* Documents 5, 20).

7. Plaintiff as Claimant filed arbitration case # HKIAC/A24313 (Hong Kong International Arbitration Centre) with Binance Holdings Limited as the direct Respondent, in line with Binance.com Terms of Use stipulations regarding its seat for arbitral disputes over claiming discovery as a third-party benefit under fraudulent Binance.com users' contracts, on December 6th, 2024. Binance Holdings Limited's registered agent received a Letter by mail from HKIAC informing of proceedings, and Plaintiff's Notice of Arbitration packet subsequently arrived to the same registered agent on January 8th, 2025 (USPS registered mail # RB780951545US).

8. By January 10th, 2025, after a series of emails between Plaintiff (as Claimant), Binance Legal and HKIAC serving as the first actual communications from Binance that Plaintiff was able to receive after various attempts before and during the US Federal District Court case, Binance Legal formally denied that third-party benefits can be claimed under its users' contracts at all, and asserted that its Seychelles business entity named in the Terms of Use is the only entity that can be targeted for remedies, without otherwise offering to settle data controversies in any way. Plaintiff shared all documents related to the W.D. Wash. case (Orders, evidence exhibits) with Binance, besides already having provided much the same documents by mail alongside a US subpoena, and much the same analysis in this claim document matches the arbitral claim document (similar Statutory and case precedent regime in the Hong Kong SAR).

9. HKIAC then stated on January 21st, 2025 that it would only review the matter at all, even for jurisdictional competency, unless both parties paid a deposit equal to what amounted to its "emergency arbitrator" fee ($200k HKD total split equally, a sum well exceeding its fee for small claims ($50k USD) which is all Plaintiff sought, as well as its regular fee schedule). Binance Legal to that point had not mutually agreed to HKIAC's expedited procedure, claiming the jurisdiction issues were too significant, yet also asked simultaneously for these issues to be decided by HKIAC before more resources were devoted to arbitration, to which Plaintiff agreed.

10. On January 24th, 2025, HKIAC indicated that it would suspend the arbitration case with the possibility to resume later if either Party wished, but didn't indicate what would be required to bring its deposit fees in line with its standard fee schedule. HKIAC could have very well assigned an arbitrator who could have gone on to find for the validity of *Norwich* relief and thus for a court Order and enforcement regime regarding related productive responses, but the fees

demanded by HKIAC were wildly out of line with this endeavor, even if "unused" portions of the deposit may have been returned.

11. Binance.com requires in its Terms of Use paragraph 32 that its users arbitrate under the HKIAC in the Hong Kong SAR as the venue and seat for disputes under a Limitations Period of one year, or if this is contradicted by an applicable law, that the legal stipulations most favoring Binance apply (<https://www.binance.com/en/terms>). In the context of this case filing, Plaintiff contends *Norwich* relief and a duty of care basis in public policy (Statutes and case precedent regardless of previous direct or special relationships between him or Plaintiff 1 of the W.D. Wash. case) lies outside of or supersedes Binance user contracts as a legal standard. Thus, Plaintiff asserts he is not seeking a benefit as a third party under such contracts in this case's context, which would otherwise trigger the mandatory arbitration clause (no overlap with it in that regard). Statutes and *Norwich* precedent in a Hong Kong context largely overlap with the Cayman Islands' standards.

12. The Cayman Islands Limitations Law paragraph 6 allows a six-year limitations period for claims arising from torts after discovery of the harm. Per the US Federal District Court case, alleged harm by Binance.com users was discovered in October 2022 after professional verification that Stephen Clayton's cryptocurrency was taken to Binance.com; when the cause of action against pseudonymous Binance platform users accrued. Otherwise, the harm can be taken to have accrued in August 2022 (original discovery that fraud had generally taken place). Plaintiff attempted to utilize all apparent publicly-visible consumer reporting systems on Binance.com and Binance.US in September 2022 even before the W.D. Wash. case and arbitral attempt, without any apparent replies.


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13. Harm via negligence, or the existence of liability to provide disclosure as a matter of *Norwich* relief to the highest extent possible within what relevant customer data that Binance acquired and retained, could alternatively be taken to have accrued specifically in this Grand Court case filing's context in September 2024. At that point, Binance had failed to productively respond to a US subpoena within 30 days (August 8th, 2024 receipt), which Plaintiff asserts directly stymied the W.D. Wash. case due to the unique needs of the user data for that case, resulting in permanent harm in Plaintiff's estimation if such data is never provided to a plausibly accurate extent.

14. Binance.com has maintained no apparent email addresses publicly at least since August 2022 as far as Plaintiff can determine from viewing its web pages; only an automated chat system. Plaintiff cannot create a Binance account to potentially use its internal customer service features because of his US status (disallowance of creating an account with a US IP address as part of Binance's policies at least since August 2022). Plaintiff sent a request through the automated chat as a non-user on September 4th, 2022 and it generated a nominal case ID, but Binance never responded in any way via chat or email. Plaintiff had not saved the case ID at the time. An email to Binance Holdings Limited's subsidiary Binance.US, which operates a separate web platform, later in September 2022 also did not result in any replies that worked toward resolving the situation, with the service agent claiming Binance.US as a completely separate entity from Binance (*Clayton et al v Does,* Western District of Washington, Document 5-9). Binance also currently works with a third-party contractor for law enforcement requests only via a case management portal after dismantling its Disclosure Orders filing page in January 2024 (no seeming obvious replacement for submitting Court Orders directly in a digital manner to Binance.com except via the automated chat system).


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15. In the W.D. Wash. case Document 42 (amended Complaint), cryptocurrency final recipients were separated into a different type of Defendant as compared to Document 1 (downstream money launderers, whether or not they knew of the website fraud event and an initial upstream blockchain laundering event), as opposed to website registrant Defendants. Further, it was eventually found (Document 60) that summoned downstream blockchain Defendants who could show that different specifically defined persons sold or transferred the cryptocurrency to them such that they had not participated directly in the originating theft and money laundering harms could be dismissed from the case (no basis in direct harm). Nevertheless, there is no way to know if any particular Person Unknown in a pseudonymous blockchain environment holds such status unless such Defendants are identified and summoned to the W.D. Wash. case and provide such defenses.

16. Plaintiff in this case as Plaintiff 2 in the W.D. Wash. case filed Document 43 as the most recent attempt at asking W.D. Wash. to issue and transmit a cross-judicial Letter of Request to the Cayman Islands' Grand Court regarding this matter, in line with the Cayman Islands' stance on Hague Evidence Convention Article 23 (qualified exclusion regarding pre-trial evidence requests). W.D. Wash. has not made a decision on that Application, and the Clerk of Court of the Grand Court (the designated Central Authority per HCCH.net) rejected processing Plaintiff's directly emailed request via Hague Model Form in July 2024.

## II. CLAIM; ASSERTION OF BASIS IN FACTS REGARDING BINANCE.COM USER ACTIVITIES

17. Plaintiff primarily makes a claim for *Norwich* relief (names, physical addresses, email addresses of specifically defined Binance.com users in controversy) from Binance Holdings Limited (duty to identify relevant customers to specifically defined individuals; those seeking


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information for good cause about persons mixed up in Binance's services). If Binance still cannot provide such data or if the Court on factual analysis determines that Binance has already demonstrated failure to provide such data, or if it subsequently provides data which is later found not to be plausibly accurate for the purpose for which it is sought (plausible accuracy to identify and summon relevant users to the W.D. Wash. case), Plaintiff further makes a conditional claim for damages against Binance Holdings Limited under a duty of care basis as arising from a lack of provision of plausibly accurate data about Binance users under Statutory standards, which is uniquely necessary for the W.D. Wash. case. Plaintiff contends the W.D. Wash. case will have been permanently harmed unless such data is provided due to the inability to pursue Binance.com users in their specifically defined roles without this data. The former claim then is predicated upon a duty to specifically defined persons, but the latter is defined on an implied duty of care over harms directly caused by third-parties which may not represent cognizable harm within a private civil Cayman Islands context.

18. These are the final transaction IDs in controversy in the form of associated platform user transaction data in electronic format from the technical evidence in the W.D. Wash. case (final locations of stolen cryptocurrency as it relates to Binance.com, besides some possible mixing and tumbling along the pathway, deduction of on-blockchain verification fees and Binance exchange fees).

19. Transaction ID # 0x786d2453b1354e3431737da499816034a223a58824f3c6e39d395ba5920d8375 for the value of 25,000 USDT to Binance 14. Approximately 22.628 originating ETH and $27,018.06 of principal. I.e., this is based on 27,400 USDT total sent to Binance and CEX.IO via this originating route, starting from 24.8 ETH total * (25,000 USDT sent to Binance / 27,400 USDT


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total) for relevant units and (25,000 USDT to Binance / 27,400 USDT total) * ($1,194.01 per ETH originating cost * 24.8 ETH total) for purchase cost. Though final USDT values may represent some level of mixture of the stolen cryptocurrency and other units from multiple converging pathways, they are utilized in this calculation to approximate the total ETH sent to Binance given that the origin split into two primary transaction pathways in controversy.

20. Transaction ID # 0x81b014487c3d951f13d88791bca2de121871133fa69a0d69d47e9e689e86bb46 for the value of 27,200 USDT to Binance 14. Two originating transfers of 7.328 ETH and 10.53 ETH; respectively $7,870.10 and $12,626.67 of principal (respectively $1,073.98 per ETH and $1,199.11 per ETH originating costs per unit).

21. Transaction ID # 0x81b014487c3d951f13d88791bca2de121871133fa69a0d69d47e9e689e86bb46 for the value of 27,200 USDT to Binance 14. Originating transfer of 4.1994 ETH representing $4,919.19 of principal ($1,171.40 per ETH originating cost).

22. This amounts to 44.685 total originating ETH with $52,434.02 USD in principal value, or $87,473.12 USD out of that case's damages for conversion claim (lost principal and lost profit) in the W.D. Wash. case. The total W.D. Wash. claim is now split between web registrants and downstream blockchain transactors where lost profit is based on Yahoo Finance's reported high of $1,957.55 per ETH reported for August 12th, 2022 for ETH as a fluctuating value virtual asset. The hot supply wallet in controversy (also referred to as Binance 5 or "Binance. DepositAndWithdraw") has experienced over 20m transactions as viewed on any blockchain browser. Plaintiff asserts that this attests to Binance Holdings Limited's benefitting from it as the beneficial owner of the world's largest cryptocurrency exchange (trade fees derived from website


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protocol-mediated centralized valuation and trading of cryptocurrency as a fiat-valued asset). It would be unlikely that Binance would allow unrelated operations of such scale to use its trademark unchallenged.

23. As part of the amended W.D. Wash. Complaint (Document 42 of that case), Plaintiffs of the case are seeking the principal value as damages from Binance users or from those they can subsequently identify farther up the blockchain transaction chain in controversy, where the users are specifically defined by these transaction activities in their alleged roles as downstream money launderers. The W.D. Wash. claim for lost profit is primarily asserted against website registrants given that the downstream activities would not have occurred were it not for the originating website fraud.

24. In this Grand Court case, Plaintiff conditionally seeks **$20,000 KYD** (the threshold minimum), or (20,000 * 0.82) = $16,400, if failures to demonstrate customer data accuracy under anti-money laundering laws persists and if a private civil duty of care under it is found to exist over customer harms which cannot be restrained unless accurate identifiable data is disclosed. This is a nominal damage claim even though the value of the harm caused by relevant third-party customers and/or those upstream of them in the blockchain transactions is asserted at an even greater value in the W.D. Wash. case because the primary relief sought from Binance is equitable relief, and because an implied duty of care under the relevant anti-money laundering Statute may not exist because of its predication on third-party harms.

25. To summarize related expenses accumulated so far, **$1,100 USD** came from the arbitration filing with the HKIAC (registration fees), **$36.67** came from US subpoena mailing costs and **$31.46** came from costs to mail a Notice of Arbitration, or 1,168.13/0.82 = $1,424.55 KYD. The arbitration attempt was the first action which finally produced some amount of

conversation with Binance, even though it did not result in a complete arbitral process (no assignment of an arbitrator) because of mutual concerns about expenses. Nevertheless, it was an opportunity for Binance to cooperate in the matter, but mutually-productive interchange did not occur in Plaintiff's estimation (standing data controversy was not solved in any way), on top of Binance's continued lack of direct response to the US subpoena.

26. Plaintiff also spent **$60.98 USD** on a Cayman Islands General Registry search to confirm Binance's business ID number and its registered agent as of August 2024 which was not the same as the registered agent throughout 2023 as published in other US Federal District Court cases, and further has spent **$180 USD** since January 2025 to maintain a Cayman Islands address toward planning a case filing over this controversy ($20 assessment per month). Or, 240.98/0.82 = $293.88 KYD.

27. Based on a previous version of this Writ, Plaintiff sent wire transfers to the Judicial Admin bank account for USD amounting to $850 USD (or 850 * 0.82 = $697 KYD) across two wire transfers, where one transfer was accidentally sent to Category 1 rather than Category 2, including transfer fees amounting to $30 USD total. Plaintiff had sought a larger conditional damages, costs and accumulated interest claim at that point and did not find that the calculation for over $600 KYD in ad valorem fees provided by Judicial Admin made any sense relative to the Fees Schedule (2021), Second Schedule, Part A(1) (seemingly included interest and cost claims for no explicable reason, where no explanation has been offered to this point). However, at this point, Plaintiff finds that the current nominal damages claim comes to an estimate of ($20,000 KYD - $10,000 KYD) = **$100 KYD** in ad valorem fees and a Writ filing fee of **$200 KYD**, with Bailiff service of process action at **$30 KYD** in fees, which is sought for compensation from Binance because of the need to take this filing action over lack of productive

responses. Or, 330/0.82 = $402.44 USD. In any event, a significantly larger amount in fees has been deposited and made available to Judicial Admin based on the prior filed Writ's original secondary damages claim ($820 USD after wire transfer fees, or 820 * 0.82 = $672.40 KYD). Even if current cost claims are included in the ad valorem calculation, there should be more than enough in fees already wire transferred.

28. This amounts to a total nominal claim for damages of **$20,000 KYD ($16,400 USD)**, where equitable relief is primarily sought, and $**2,048.43 KYD ($1,811.55 USD)** in claimed costs directly related to arbitration and litigation action against Binance toward achieving productive equitable relief with a goal of achieving maximal such relief possible.

## III. BASIS FOR ASSERTION OF COMPLETE FAILURE OF DOCUMENT PRODUCTION DUTIES UP TO THIS POINT

29. Plaintiffs in the W.D. Wash. case did not have a chance to immediately understand Binance.com's user terms given that they did not know where the currency went at first after realizing fraudulent misrepresentation had occurred. The platform users beneficially received the cryptocurrency to their Binance.com hosted wallets and thus executed contracts for cryptocurrency under Binance's Terms of Use, whether via their active transferring of the currency or via receipt from operators conducting the transfers upstream in the fraudulent scheme. They are specifically defined Persons Unknown as a result of the trace evidence despite being pseudonymous.

30. When Plaintiff in this case as Plaintiff 2 in *Id.* sent a US Federal District Court subpoena signed by W.D. Wash. to Binance Holdings Limited in the Cayman Islands as a third party, he contends this generally comported with *Norwich Pharmacal* disclosure standards even though subsequent reasoning in a US context didn't meet minimum contact standards with the US or

Washington State as legal forums to establish W.D. Wash.'s personal jurisdiction over Binance to compel a response. Each set of specifically defined but currently pseudonymous user data exists on the Binance platform per trace evidence and Binance data policies, effectively exists in the Cayman Islands given that the beneficial owner of the platform is registered there which means it is subject to valid third-party data discovery even in support of foreign proceedings according to Cayman case precedent, and is sought in limited scope for the proportionate equitable relief of established fraudulent activity. However, Binance did not respond to this subpoena whatsoever and did not productively respond to a related arbitration case filing.

## IV. BASIS FOR JURISDICTION

31. The claim's conditional damages basis meets the Grand Court's threshold ($20,000 KYD).

32. The Grand Court holds subject matter jurisdiction because the claim is based upon an assertion that Binance has a duty to provide *Norwich* relief to Plaintiff as a specifically defined person owed such a duty under that authority, which serves as both case precedent and an injunctive standard and overlaps with a relevant data disclosure Statute. The secondary claim is based upon a relevant Cayman anti-money laundering Statute with relevance asserted as entailing a plausible duty of care in a private enforcement and public policy context.

33. The Grand Court holds personal jurisdiction over Binance Holdings Limited because it is registered in the Cayman Islands. The following section describes in detail as to why this entity holds relevance in relation to the Binance.com platform over user activities.

## V. BINANCE'S CORPORATE STRUCTURE AND GOVERNANCE; RELEVANCE TO PERSONAL JURISDICTION IN DETAIL

34. Binance in its Privacy Notice page (<https://www.binance.com/en/privacy>) acknowledges that current Binance entities may share data with one another, and that user data in particular may be shared with third parties as required by legal processes ("share your information with courts … **or other third parties**: (a) to comply with laws and **legal obligations**"). It contained much the same language during events in controversy (archive of its 5th July 2022 Privacy Notice from 18th August 2022 - <https://web.archive.org/web/20220818120438/https://www.binance.com/en/privacy>). Plaintiff cited this contractual point as part of the HKIAC arbitration Claim document for claiming a benefit under users' contracts relevant to the W.D. Wash. case, but he is not primarily seeking a benefit under the contract in this case's context (assertion of superseding legal standards).

35. Further, Binance states how it shares or may share data with all sorts of third parties relative to its user contract in its Terms of Use, and further that it may share data between its different entities ("Binance Affiliates") in particular (namely, paragraph 10.3 which also links to the current Privacy Notice). Plaintiff contends excluding some third parties but not others from data sharing despite good cause having been established in the W.D. Wash. case would result in an inconsistent contractual and legal framework. In any event, *Norwich* duty is asserted as a direct duty to specific persons in this Cayman Islands case filing context with no reliance on third-party harms caused by users as part of that primary claim.

36. Binance Holdings Limited is an off-shore company in that it is not domestic to the Cayman Islands (attached to a registered agent). However, there is no accompanying relative on-shore corporate office address in another jurisdiction (no ownership entity in the same location as corporate officers), no other subsidiary/affiliate as such that can be said to handle operation of the www.binance.com platform's custody and trade service overall, nor any other relevant

subsidiary/affiliate where Binance Holdings Limited cannot otherwise handle this specific situation. All corporate officers are in multiple unrelated jurisdictions working through its personhood (e.g., the current CEO is domiciled in Singapore, and the Co-Founder/Chief Customer Service Officer is domiciled in the United Arab Emirates, in line with previous patterns).

37. Binance.com's current primary geofencing entity (Nest Services Limited) is described as the "controller" of "Binance Affiliates" (all other geofencing entities listed in the Privacy Notice page) in Binance.com's Terms of Use paragraph 37(g) in the version Plaintiff reviewed in December 2024 (now in paragraph 36(g)). He never saw this entity mentioned on the Binance.com website shortly after the events in controversy of *Clayton et al* as part of research. Nest Services Limited is in itself a relative off-shore company as it doesn't appear in the Republic of Seychelles' domestic company registry. Regardless, Plaintiff contends Binance Holdings Limited in the Cayman Islands is the only entity that can be concluded as the Binance.com platform's consistent overall holding company (Registrant of the USPTO trademark for "BINANCE" and founding ownership entity) and beneficial owner of the Binance.com platform.

38. Plaintiff cannot find the incorporation document for Nest Services Limited on fsaseychelles.sc or elsewhere online, and an archive for Binance.com's Terms of Use during events in controversy doesn't list the incorporation (22nd June 2022 version, archived from 22nd August 2022 - <https://web.archive.org/web/20220822172931/https://www.binance.com/en/terms>). He finds it is clear that Binance Holdings Limited was registered as the site's original ownership entity; 12th September 2017 incorporation date per its Cayman Islands General Registry filing. These


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previous Terms state that Binance's relevant "operator" entity for a given user is subject to change in paragraph 2, and Binance then created various geofencing entities later in line with that principle, including the current off-shore "controller." However, such broad stipulations are inconsistent with the structural fact that the original overall beneficial ownership registration is in one jurisdiction and this has remained consistent (Cayman Islands).

39. Plaintiff finds if the corporate structure were to suddenly designate "operator" or "controller" status of the platform to some other off-shore jurisdiction that cannot be described as the de facto principal place of business of the platform by any reasonable criteria due to the original ownership entity still being in existence in the same originating jurisdiction and still being the trademark holder, this would in practice allow Binance to create selective alternative jurisdictional moats over specific topics without any other substantive basis in contradiction to legal standards in the ultimate beneficial owner entity's jurisdiction and the platform's seat of arbitration's jurisdiction, effecting potentially unlimited protection from certain otherwise legitimate claims while retaining the benefits of the original jurisdiction.

40. The platform's Terms of Use in no way state or indicate where data may be stored, preventing an inference of practical operational significance to any additional satellite off-shore business registrations on a stand-alone basis without reference back to Binance Holdings Limited as the de facto principal business entity.

41. The Republic of Seychelles in particular fully excludes Article 23 of the Hague Evidence Convention (no allowance for the taking of pre-trial evidence). This is not in-line with the legal standards of Binance Holdings Limited's jurisdiction (Cayman Islands), nor with Binance.com's seat of arbitration for user contract arbitration in its Terms of Use (HKIAC in Hong Kong). Plaintiff finds that data disclosure claims would not reasonably have a chance for review under


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Seychelle's applicable laws, whether by arbitration or Court procedure, besides the fact that there is no reason that Nest Services Limited is a significant entity for any custody and trade operation matters. He finds it can only be described as an off-shore personhood through which corporate officers may work for nominal geofencing and tax structuring activities; not involved with overall platform ownership or overall trade and custody operations that cannot otherwise be described as under the responsibility of the original holding company entity.

42. The Cayman Islands in contrast allows specific pre-trial evidence requests to third-parties, both in terms of Hague Evidence Convention Article 23 in the same way as Hong Kong and in its current relevant Statute (Cayman Islands Law 23 of 2016, paragraph 3(1)(j) allowing disclosure under "any other law" not otherwise listed), where Hong Kong is the platform's defined jurisdiction for arbitration. Plaintiff is a third-party in the sense of acting as a litigant in the W.D. Wash. case where Binance is relevant, but *Norwich* duties are directly asserted as part of this case without reliance on third-party customer harms.

43. The Republic of Seychelles has passed the Virtual Asset Service Providers Act 2024 (well after events in controversy took place) which in paragraph 45B stipulates that virtual asset service providers must keep note of the wallet addresses, names, physical addresses, government issued IDs, etc. of transaction originators, whereas the country's original Anti-Money Laundering and Countering the Financing of Terrorism Act, 2020 paragraph 45 only stipulates that "wire transmissions" need such customer data retained. International business companies can apply for a license per paragraph 6(3)(b), although it's unclear if Binance corporate officers are seeking such a license on behalf of Nest Services Limited given that fsaseychelles.sc does not provide an apparent list of international business registrations, whether publicly or for a fee. Paragraph 8(3) stipulates that such virtual asset service businesses must prominently display such


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licenses on their websites. Binance.com does not indicate if Nest Services Limited is so registered yet on its Terms of Use page. Presumably, Seychelles will regulate such activities even if unlicensed per paragraph 5 (prohibition for promulgating such services unregistered). Regardless, Seychelles doesn't recognize pre-trial requests for evidence and its Data Protection Act only outlines that the Information Commission can pursue data disclosure from legal entities in paragraph 10 (no mention of the possibility that information could in any way be disclosed as part of civil proceedings, let alone in support of foreign civil proceedings).

44. Besides the off-shore Seychelles "controller," Binance as a platform now has multiple entities in the European Union to act as "regulated" geofencing entities for Binance.com EU users (a large subset of users) where if a Defendant of the W.D. Wash. case fell under one of those entities' responsibility by way of residence, then in theory the EU's data retention and disclosure laws may take primacy for that specific reason. EU countries' Hague Evidence Convention Article 23 stances are typically not consistent with the overall beneficial owners' jurisdiction's stance, to say the least (typical EU region full exclusions versus the Cayman Islands' qualified exclusion). However, in this situation, Binance Holdings Limited in arbitration has only claimed "sole targetable entity" significance around the Seychelles entity, consistent with its Terms of Use claiming it as the primary platform "controller" that manages all other geofencing entities and geofences "all other users" not directly under other entities' supposed responsibility. Otherwise, there's no way to definitively tell if Binance's EU entities are relevant until users are identified. Based on the results of the US Federal District Court case so far, it's unlikely any Defendants are domiciled in the EU anyway.

45. During events in controversy (July 2022 Privacy Notice) when Binance.com didn't apparently maintain any such geofencing entities, it nevertheless warned in paragraph 5 that

Binance may transfer data outside of the European Economic Area in a manner compliant with domestic law. As the overall beneficial owner, Plaintiff finds that Binance Holdings Limited should be able to work jointly with its other entities and data storage services that are not merely other off-shore personhoods regarding pseudonymously identified platform users, where all entities are ultimately affiliated with Binance.com as a website.

## VI. UNITED STATES GOVERNMENT ENFORCEMENT FINDINGS AND RESULTS IN RELATION TO CUSTOMER DATA ACQUISITION AND RETENTION STANDARDS

46. Corporate officers acting through Binance Holdings Limited as the platform's beneficial owner entity were known to have intentionally allowed user fraud (money laundering or other crimes/tort harms utilizing Binance.com as an end-point) to persist unchecked per US Federal investigations and lawsuits from its founding up to October 2022, which overlaps with the period in controversy involved in *Clayton et al.* (May 2022 through August 2022). E.g., *Commodity Futures Trading Commission v. Zhao et al*, Northern District of Illinois, Document 80, 14th December 2023 handed down billions of US dollars in fines to Binance Holdings Limited for its intentional lack of money controls on the platform where Cayman branches of government assisted in procuring evidence, putting into effect US FinCEN Consent Order Number 2023-04.

47. Further, *United States v. Binance Holdings Limited,* 2:23-cr-00178-RAJ, W.D. Wash., Document 1, 14th November 2023 (Complaint) reviewed US Federal investigative findings as to how Binance Holdings Limited intentionally internally thwarted or made a façade out of any money controls it did maintain as part of Binance.com's operations through October 2022, where Binance pled guilty to all counts including running an unlicensed money transmission business (Document 35). Notably in Document 23, page 24 (Plea Agreement), Binance agreed that any

purchaser of the entire company, any subsidiary or consolidated successor entity must also abide by stipulations to maintain a functioning anti-money laundering program and to continue reforming its corporate governance structure to meet such standards regarding material operational concerns. Any denial in Binance.com's Terms of Use of third parties' ability to seek proportionate equitable relief or damages from Binance Holdings Limited for user actions that occurred in that period is especially contradicted by this intentional and continuous enabling of user fraud as the world's largest cryptocurrency exchange (centralized exchange of cryptocurrency as fiat-valued virtual assets), which allowed a reliable way for perpetrators to benefit from the theft of victims' virtual assets.

48. In at least one private US Federal District Court civil case, it has also been noted how Binance has still regularly flouted any authority as an international comity factor, where Malta particularly denied regulatory power over Binance regarding its Malta (EU) entity and where Binance's significant use of US DNS infrastructure was noted; e.g., *Williams v. Binance*, No. 22-972 (2d Cir. 2024), 8th March 2024; pages 5, 15-23.

49. Though this only describes Binance's general intent to allow harms to occur on its platform for enhanced revenue during a period overlapping with events in controversy of the W.D. Wash. case, this motive combined with Binance's consistent lack of productive judicial and non-judicial responses to Plaintiff's communications puts into doubt whether user data of the quality sought was attained and retained. Even if Binance is found to not be Statutorily liable to provide customer data that is completely accurate to persons impacted by specific customers, Binance Holdings Limited should nevertheless be the entity that can reasonably access any data that may exist as a result of relevant US agreements (acts as the entity definitively in charge of customer data to fulfill anti-money laundering responsibilities).


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## VII. BASIS OF CLAIM IN CASE LAW REGARDING DATA DISCLOSURE AND THE STATUS OF CRYPTOCURRENCY AS PROPERTY

50. *Norwich Pharmacal* test criteria were affirmed as a valid mechanism for foreign-originating demands for discovery in Grand Court case precedent (e.g. *ArcelorMittal USA LLC v Essar Global Fund Limited & or*, Appeal No 15 of 2019, judged 3rd May 2021, page 28 for 'equitable remedy in discovery' even toward benefitting a potentially foreign proceeding without requiring an Evidentiary Order). Again, Plaintiff has not been able to achieve processing of a Hague Evidence Request directly with the Cayman Islands' Central Authority (flatly denied) and neither via a cross-judicial Letter of Request via the Judge assigned to the related W.D. Wash. case.

51. In the United Kingdom's jurisdictional context, of which the Cayman Island's Grand Court may reference in case decisions (Commonwealth), *AA v Persons Unknown & Ors*, High Court of Justice, [2019] EWHC 3556 (Comm), paragraph 59, 13th December 2019 established precedent in the UK for cryptocurrency to be treated as intangible personal property (Bitcoin transferred to the Bitfinex platform via bribery).

52. *Sally Jayne Danisz v (1) Persons Unknown (2) Huobi Global Ltd,* High Court of Justice, [2022] EWHC 280 (QB), 20th January 2022 (private ex parte hearing) ordered Huobi Global Ltd (Seychelles) to disclose payment data tied to pseudonymous persons from the Huobi (HTX) cryptocurrency platform (Bitcoin transferred to HTX via fraudulent trade mechanisms). That case built on a precedent of Disclosure Orders to non-UK legal entities for cryptocurrency platform data involving UK citizens' assets, e.g. *Ion Science Ltd v Persons Unknown*.

53. *Chandler v Cape Plc*, Court of Appeal, [2012] EWCA Civ 525, paragraph 80, 25th April 2012 established a knowledge and superior standing test for duty of care of a UK parent

company for matters involving its subsidiaries (that Plaintiff's exposure to asbestos as a subsidiary employee and the parent company's expertise in that subject).

54. Plaintiff asserts Binance's de facto continuous principal place of business with registration in the Cayman Islands should be able to provide a duty of care in this controversy through direct access to Binance.com user accounts in controversy, or to otherwise access such accounts through subsidiaries and third-party data companies that it may use regarding the ones that are not merely off-shore corporate personhood extensions, consistent with this precedent, especially given that the entity it claims as "solely" relevant is an international business company in Seychelles (no corporate organizational evidence to show it is significant as an ownership or actual "controller" entity, or involved in data storage/operations in any practical way, that cannot already be attributed to the consistent holding entity of the Binance.com platform. It was also not in existence during events in controversy).

## VIII. NECESSITY OF *NORWICH* INJUNCTIVE RELIEF WITH OVERLAPPING RELEVANCE IN DISCLOSURE LAW OR FOR A FINDING OF DAMAGES AS AN ALTERNATIVE WITH PLAUSIBLE BASIS IN ANTI-MONEY LAUNDERING LAW

55. Without plausibly accurate proportionate equitable relief from the Binance.com platform or for a finding of damages otherwise, the W.D. Wash. case will continue to lack having identified Defendants as specifically defined in their roles as Binance.com users, or will otherwise continue to lack data responses that maximally fulfill achieving such a result even if customer data acquisition and retention standards cannot be privately enforced to a maximal compliance level. There is no other source from which to determine relevant customer identities in that context except from Binance.com's beneficial owner entity given the pseudonymous nature of blockchain transactions and because of the W.D. Wash. Defendants' different


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specifically defined roles according to which services they used (data needs that can only uniquely come from Binance).

56. If Binance continues to fail to provide proportionate equitable relief in the form of producing Binance user identities in controversy for any reason and in a plausibly accurate way, where any outright admission of data having not been maintained at all would be inconsistent with Binance.com's user data sharing policies for relevant legal processes and with "Know Your Customer" data retention standards, this would not have comported with the Cayman Islands' Anti-Money Laundering Regulations (2023 Revision; previous most-recent revisions having taken place in 2020), paragraphs 36(2) regarding general data collection and retention obligations around customers (all fund transfers), and 49D(1) regarding specific data retention obligations of virtual asset businesses. Paragraph 32 also states that even if a legal entity ("person") is not a licensee, the principal of the person must maintain record-keeping procedures. Such data which the company should have captured and maintained, as digital electronic data, has low marginal costs to store and it's expected that such a business would utilize relatively large amounts of total data storage as a cost of doing business. The Cayman Islands allows data disclosure under "any other law" not otherwise specifically referenced in its Confidentiality Law (Cayman Islands Law 23 of 2016, paragraph 3(1)(j)).

57. Even if it is held that exact customer acquisition and retention standards cannot be privately enforced because of a predication upon harms caused by third-parties, where the secondary component of this Claim is then purely based on negligence under the relevant anti-money laundering Statute because there is not an inherent private right of action defined in the Statute over any of its clauses, and where Binance's self-described contractual duty to disclose in specific circumstances does not inherently promise any particular customer data accuracy despite


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defining a contractual duty to disclose what it has in particular circumstances, there is still the matter of *Norwich* relief. Such equitable relief is predicated upon a duty to specifically defined beneficiaries; that is, a duty to those seeking information about relevant persons tied up in the activities of a target entity, where the target entity should then be able to identify the relevant persons in some way or to explain why the persons cannot be fully identified in Plaintiff's view.

58. To that end, Binance has not responded to a W.D. Wash. subpoena whatsoever under civil procedural duties (duties in discovery responses under FRCP Rule 26) in a US context, but personal jurisdiction did not apply there for any form of relief. Binance could also eventually respond, either voluntarily to this case or in response to a *Norwich* injunction, with inaccurate data or to deny having any relevant data because of Know Your Customer failures which then may not be enforceable for private damages. However, even within a purely *Norwich* equitable relief context, given that the subject matter involves customers of digital financial services (money transmitter services), Plaintiff finds that Binance should be able to describe steps taken to ensure that customer data in controversy is as accurate as possible and that it can reasonably undertake additional research toward repairing data accuracy, even if Plaintiff cannot privately enforce exact anti-money laundering standards. Some sort of productive response to that end should be possible regardless because the customers in controversy of the W.D. Wash. case received part of Plaintiff 1's cryptocurrency (known to be Binance customers).

## IX. DUTY TO PROVIDE *NORWICH* RELIEF; CONDITIONAL DAMAGE CLAIMS THAT ENTAIL A PLAUSIBLE DUTY OF CARE

59. This case's circumstances constitute a matter arising from the original tort harms against Plaintiff 1 of the W.D. Wash case and a lack of productive discovery replies to both such Plaintiffs, and so Plaintiff of this case finds liability could exist under the anti-money laundering

law over Binance's lack of response given that the continued inability to accurately identify Binance users in that case represents permanent economic harm to Plaintiff 1 if they cannot ever be identified. His financial position cannot be foreseeably fully restored otherwise against all Defendants according to their specifically defined roles (asserted as a current fact; not a risk or a possibility). This is why a relevant private enforcement action of *Norwich* and/or anti-money laundering standards, which overlap with disclosure standards in Binance's own Privacy Policy, or for a determination of damages if plausibly accurate personally identifiable data is not provided or cannot be provided due to failure to attain and retain such data, is relevant to consider toward potentially restoring US victims harmed by unidentifiable platform users (if truly unidentifiable in their specifically defined roles as service users).

60. Cross-border enforcement inquiries to determine the identities of Binance.com users by US Federal bodies are also unlikely given how little attention that Plaintiff has received via reports to the IC3, the FTC and to the City of Seattle (as outlined in *Id.*, Document 5). The FBI via the IC3 reported that it accepted $758m in reported losses to Internet fraud for investigation out of $12.5b in total that was formally reported by victims in 2023, with a 71% success rate at freezing funds out of the actual investigations [IC3 2023 Annual Report, page 10]. It follows that the overall recovery rate was 4.3% relative to the $12.5b total reported. $3.96b of the total reported fraud involved cryptocurrency investment scams [*Id.*, page 12]. The same issue of limited resources for government enforcement has been reported by other regions as well (e.g. the EU, Australia). Enforcement procedures do not necessarily mean that victims are directly compensated via fines or fees over data inadequacies or seizures of user accounts as well, at least without applying for victim's remission with attendant proof of a claim to any monetary results of such government enforcement.


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61. Because personally identifiable data disclosure of the type requested for good cause is a specifically-defined duty in Binance's Privacy Policy (which is tied to Binance.com's Terms of Use), it is not a merely "assumed duty" even from that contractual standpoint. However, this does not define what state the data should be in (level of accuracy) even if a disclosure event occurs. Further, Plaintiff finds duty of care as a matter of public policy in a private civil context is plausible (anti-money laundering Statute); and there is still the specifically defined duty of *Norwich* disclosure which has not been fulfilled in any sense.

62. Especially since 2017, various cryptocurrencies have had an established status as well-regulated market assets, even if those that are not "stablecoins" such as Ethereum can fluctuate wildly in price. Website-mediated protocols that treat specific wallets under their private key control as "hot supplies" require web-based payments before trades can occur, providing a basis for calculating fiat prices according to supply and demand (volume of buy/sell orders as centrally tracked by such websites).

63. Given that *Norwich Pharmacal* precedent is an equitable duty to specifically defined individuals (specific duty to those seeking information about third parties tied up in an information target's activities) and that relevant anti-money laundering laws could represent a duty of care to acquire and maintain customer data for the benefit of individuals who may be impacted by relevant customers (prevent and restrain harm caused by individuals utilizing money transmitter or financial services), whether such duties are enforced by law enforcement or by private individuals, and whether decisions are rendered via Court or by arbitration, shouldn't make the basis of a claim under such standards more or less relevant. Even though the *Norwich* standard normally assumes a deponent to be an innocent third-party mixed up in the activities of others (e.g. service users or employees), a lack of plausibly accurate data disclosure has stymied


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the W.D. Wash. case and specific customer data standards are defined in anti-money laundering laws. Regardless, there has not been any plausible response whatsoever under *Norwich* standards despite what Plaintiff asserts represents good cause for attaining productive responses, as already determined by W.D. Wash; even though US Federal District Court subpoenas cannot be enforced in this context. This is why the matter has now turned into a case to enforce such owed disclosure duties in some minimal fashion, if needed, unless the filing of this case and delivery of summons finally results in productive responses.

64. In apparent acknowledgment of concerns over preventing and restraining customer harms, Binance finally began referencing US Federal District Court case results and part of the agreement with FinCEN (program to pass customer data to the Federal Monitor) in its Privacy Policy page sometime after December 2024. I.e., the version that existed on December 29th, 2024 still hadn't referenced the results of relevant US cases (<https://web.archive.org/web/20241229053815/https://www.binance.com/en/privacy>).

## X. PROCEDURAL REQUEST

65. Plaintiff asks that any hearings in this case take place via digital virtual means (remote) given that he is not a resident of the Cayman Islands. He doesn't explicitly find a need for hearings, unless Binance finds a need for any. Plaintiff then finds that the matter can be decided via a review of the facts as outlined in this motion, and via review of the hard evidence (technical evidence, saved communications) planned to be exhibited to an affidavit filing.


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**IN CONCLUSION,** Plaintiff respectfully seeks:

1) An order for Binance Holdings Limited to provide the names, addresses and email addresses of specifically defined pseudonymous Binance.com user accounts shown to be involved in the actionable cause of the Western District of Washington case *Clayton et al v Does* (2:24-cv-00182-JLR) in the form of a *Norwich* injunction or equivalent equitable relief if Binance continues to ignore producing relevant documents (information about customers sought for good cause as a duty owed to the requester in *Norwich* precedent). If document information is inaccurate, that Binance be ordered to correct the data using reasonable effort and means.

2) Alternatively, a nominal award for damages of $20,000 KYD if failures under a relevant anti-money laundering law are found applicable under a private civil duty of care if non-response to provide relevant customer data persists, or if any eventually-provided document production related to customer identities ends up entailing unfixable inaccuracies relative to that standard.

3) An award for costs of litigation in this case, mail costs in the W.D. Wash. case and costs of previous related arbitral action to compensate Plaintiff's expenditures. He still maintains the costs as a claim even in the event that Binance provides plausibly accurate user data because of the non-cooperation experienced leading up to legal action.

Submitted 15 Oct. 2025.

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[*Signature of Plaintiff*]



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