

**IN THE GENERAL DIVISION OF THE HIGH COURT OF THE
REPUBLIC OF SINGAPORE**

HC/OC /2024

Between

NOTIONAL PTE LTD
(Singapore UEN No. 202226456W)

...Claimant

And

PERSONS UNKNOWN
(ID No. Unknown)

... Defendant(s)

STATEMENT OF CLAIM

I. FACTUAL BACKGROUND

1. The Claimant is a company incorporated in Singapore with its registered address at 112 Robinson Road, #03-04, Singapore 068902. The Claimant is in the business of, amongst others, development of software and applications, and is an infrastructure and security provider for proof-of-stake blockchain networks.

2. The Defendant(s) are any and all person(s) and/or entity(ies) who carried out, participated in or assisted in the theft of the Claimant's cryptocurrency assets and Non-Fungible Tokens ("**NFT**") (collectively, the "**Stolen Assets**"), between 31 October 2023 and 6 February 2024, with the exception of those providing cryptocurrency hosting or trading facilities. To date, the Claimant has not been able to identify the Defendant(s).
3. The Stolen Assets are listed at Table A below.

TABLE A

S/N	Name and/or quantity of Stolen Asset(s)	Date and time (UTC) of unauthorised transfer	Value (USD) of Stolen Asset(s) at time of unauthorised transfer
1.	20 Celestia tokens (" \$TIA ")	31 October 2023 3:10pm	200
2.	93,293 BitCanna tokens (" \$BCNA ")	23 December 2023 2:51am; 3:00am	1,269
3.	71,810.596 \$TIA	7 January 2024 8:53pm	1,085,776
4.	145,499 Sei tokens (" \$SEI ")	7 January 2024 8:58pm	103,566
5.	218,900.198 Stargaze tokens (" \$STARS ")	7 January 2024 8:58pm to 8:59pm	9,097
6.	11 Bad Kid NFTs comprising of: <ul style="list-style-type: none"> • Bad Kid NFT #9798 • Bad Kid NFT #2184 	7 January 2024 8:58pm to 8:59pm	45,798

S/N	Name and/or quantity of Stolen Asset(s)	Date and time (UTC) of unauthorised transfer	Value (USD) of Stolen Asset(s) at time of unauthorised transfer
	<ul style="list-style-type: none"> • Bad Kid NFT #2211 • Bad Kid NFT #2739 • Bad Kid NFT #3085 • Bad Kid NFT #3547 • Bad Kid NFT #4030 • Bad Kid NFT #4160 • Bad Kid NFT #6479 • Bad Kid NFT #7280 		
7.	21,745.85 Cosmos tokens (“\$ATOM”)	7 January 2024 9:36pm	212,143
8.	15,000 Osmosis tokens (“\$OSMO”)	30 January 2024 9:25am	26,334
9.	18,999 \$OSMO	6 February 2024 12:27am	29,639
<u>TOTAL</u>			<u>1,513,833</u>

4. By a series of transfers between 31 October 2023 and 6 February 2024, the Defendants transferred the Stolen Assets from wallets within the ownership and/or control of the Claimant to wallets which are not within the ownership and/or control of the Claimant, without any consideration, and without the authority, consent and/or knowledge of the Claimant.

Particulars*Theft of the Claimant's \$TIA*

- (a) On 31 October 2023, at approximately 2:11 PM (UTC), the Defendant(s) transferred 9,030.00 \$TIA from the Claimant's wallet *celestial16dc379m0qj64g4pr4nkl7ewak52qy2srcsh04u* ("**Notional's Celestia Wallet-16dc**") to *celestial1xvxx5llevsahqelt2fjssgptsc7m69vhactlh* ("**Hostile Celestia Wallet-1xvxx**").
- (b) Shortly after this, the Defendant(s) transferred 20 \$TIA from Hostile Celestia Wallet-1xvxx to the following wallet addresses:
- (i) On 31 October 2023, at approximately 4:19 PM (UTC), the Defendant(s) transferred 10 \$TIA from Hostile Celestia Wallet-1xvxx to *celestialcylgjyd70mheg3j3e2n7t758r07rarwytagltr* ("**Hostile Celestia Wallet-1cyl**").
- (ii) On 31 October 2023, at approximately 6:50 PM (UTC), the Defendant(s) transferred 10 \$TIA from Hostile Celestia Wallet-1xvxx to *celestialfd3mclxp4e2fh0wpau3eg55x2fsm7yjsxzg29j2* ("**Hostile Celestia Wallet-1fd3**").

Theft of the Claimant's \$BCNA

- (c) On 23 December 2023, at approximately 2:51am (UTC), the Defendant(s) transferred 150 \$BCNA from the Claimant's wallet

bcna1dl7w3myyfmnarh0t5uxmy7qe6szagz3ka2nq42 (“**Notional’s BCNA Wallet-1dl7**”) to *osmo1dl7w3myyfmnarh0t5uxmy7qe6szagz3k0ps3t2* (“**Hostile Osmosis Wallet-1dl7**”).

- (d) On 23 December 2023, at approximately 3:00am (UTC), the Defendant(s) transferred 93,143 \$BCNA from Notional’s BCNA Wallet-1dl7 to Hostile Osmosis Wallet-1dl7.
- (e) On 23 December 2023, from approximately 4:19am to 4:22am (UTC), the Defendant(s) swapped the stolen \$BCNA in Osmosis Wallet-1dl7 into approximately 152 \$ATOM.
- (f) On 23 December 2023, at approximately 4:28am (UTC), the Defendant(s) transferred 152.5 \$ATOM from Cosmos Wallet-1dl7 to *cosmos1j8pp7zvcu9z8vd882m284j29fn2dszh05cqvf9*.

Theft of the Claimant’s \$TIA

- (g) On 7 January 2024, at approximately 8:52pm (UTC), the Defendant(s) transferred 71,810.596 \$TIA from *celestia1083svrca4t350mphfv9x45wq9asrs60ce9xvfv* (“**Notional’s Celestia Wallet-1083**”) to *celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj* (“**Hostile Celestia Wallet-1r0ct**”).

Theft of the Claimant’s \$SEI

- (h) On 7 January 2024, at approximately 8:58 PM (UTC), the Defendant(s) transferred 145,499 \$SEI from *sei1083svrca4t350mphfv9x45wq9asrs60c9rx24q* (“**Notional’s Sei Wallet-1083**”) to *sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfz9enh7* (“**Hostile Sei Wallet-1r0ct**”).

Theft of the Claimant’s “Bad Kid” NFTs and \$STARS

- (i) On 7 January 2024, between approximately 8:58 PM to 9:10 PM (UTC), the Defendant(s) transferred 11 “Bad Kid” NFTs and 218,900.198 \$STARS from *stars1083svrca4t350mphfv9x45wq9asrs60cunqpcs* (“**Notional’s Stargaze Wallet-1083**”) to *stars1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfm4lc6w* (“**Hostile Stargaze Wallet-1r0ct**”).

Theft of the Claimant’s \$ATOM

- (j) On 7 January 2024, between approximately 9:02 PM to 9:36 PM (UTC), the Defendant(s) transferred 21,745.85 \$ATOM from *cosmos1083svrca4t350mphfv9x45wq9asrs60cg0hunp* (“**Notional’s Cosmos Wallet-1083**”) to *cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l* (“**Hostile Cosmos Wallet-1r0ct**”).

Theft of the Claimant’s \$OSMO

- (k) On 30 January 2024, at approximately 9:25 AM (UTC), the Defendant(s) transferred 15,000 \$OSMO from *osmo1083svrca4t350mphfv9x45wq9asrs60cq5yv9n* (“**Notional’s Osmosis Wallet-1083**”) to *osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d* (“**Hostile Osmosis Wallet-1r0ct**”).
- (l) On 6 February 2024, at approximately 2:27 AM (UTC), the Defendant(s) transferred 18,999 \$OSMO Notional’s Osmosis Wallet-1083 to *osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes* (“**Hostile Osmosis Wallet-1zhm**”).

5. As of the date of this Statement of Claim:
- (a) A portion of the Claimant’s Stolen Assets reside in wallets which are not within the ownership and/or control of the Claimant, as set out in Table B below.

TABLE B

S/N	Name and/or quantity of Stolen Assets	Wallet address
1.	40,000.588 \$TIA	Hostile Celestia Wallet-1r0ct
2.	4,000 \$TIA	Hostile Osmosis Wallet-1r0ct
3.	1 \$SEI	Hostile Sei Wallet-1r0ct
4.	Bad Kid NFT #9798	Hostile Stargaze Wallet-1r0ct

S/N	Name and/or quantity of Stolen Assets	Wallet address
5.	Bad Kid NFT #2184	Hostile Stargaze Wallet-1r0ct
6.	Bad Kid NFT #2211	Hostile Stargaze Wallet-1r0ct
7.	Bad Kid NFT #2739	Hostile Stargaze Wallet-1r0ct
8.	Bad Kid NFT #3085	Hostile Stargaze Wallet-1r0ct
9.	Bad Kid NFT #3182	Hostile Stargaze Wallet-1r0ct
10.	Bad Kid NFT #2547	Hostile Stargaze Wallet-1r0ct
11.	Bad Kid NFT #4030	Hostile Stargaze Wallet-1r0ct
12.	Bad Kid NFT #4160	Hostile Stargaze Wallet-1r0ct
13.	Bad Kid NFT #6479	Hostile Stargaze Wallet-1r0ct
14.	Bad Kid NFT #7280	Hostile Stargaze Wallet-1r0ct
15.	218,900.198 \$STAR	Hostile Stargaze Wallet-1r0ct
16.	4 \$OSMO	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxfqtwe
17.	2.317886 \$OSMO	osmo1q0w3uu5lawc343azvsls9zlr4r4zectvr85u2v
18.	10 \$TIA	Hostile Celestia Wallet-1cyl
19.	10 \$TIA	Hostile Celestia Wallet-1fd3

- (b) A portion of the Claimant's Stolen Assets have been traced to proceeds which reside in wallets which are not within the ownership and/or control of the Claimant, as set out in Table C below.

TABLE C

S/N	Name and/or quantity of cryptocurrency assets	Wallet address
1.	152.5 \$ATOM	cosmos1j8pp7zvcu9z8vd 882m284j29fn2dszh05cqvf9
2.	7.772664 USD Coin tokens	osmo1q0w3uu5lawc343azvsls9zlr4r4zectvr 85u2v
3.	4.248193 Akash tokens	akash1y9ywn8mlsmn6jxujwh08xsevfe60t30 grf7up3
4.	25.396 Ethereum tokens (“\$ETH”)	0xE2240450744f67DD61289A6071c9E724 11F20105
5.	713.0890314 Monero tokens	Unknown
6.	154.99 \$ETH	Unknown
7.	127.703 \$ETH	0x758E54d88BDAb00bE93e89800D894ffdf F0c63C5

II. CLAIMS AGAINST THE DEFENDANT(S)

6. By a series of transfers between 31 October 2023 to 6 February 2024, all of which were undertaken without the authority, consent and/or knowledge of the

Claimant, the Defendant(s) are responsible for, caused and/or effected the transfer of the Stolen Assets from wallets within the ownership and/or control of the Claimant to wallets which are not within the ownership and/or control of the Claimant (“**Unauthorised Transfers**”).

7. Each of the Defendant(s)’ Unauthorised Transfers was unlawful as:
 - (a) the Defendant(s) gave no consideration for the Unauthorised Transfers.
 - (b) the Unauthorised Transfers were made without the authority, consent and/or knowledge of the Claimant.
8. The Defendant(s) have unlawfully retained the Claimant’s Stolen Assets and/or the proceeds of the Claimant’s Stolen Assets, and deprived the Claimant of the benefit and/or use of the same.
9. In the premises, the Claimant is entitled to trace and recover from the Defendant(s) all of the Claimant’s Stolen Assets or assets acquired directly or indirectly with the Claimant’s Stolen Assets.
10. Further, the Defendant(s) hold on constructive trust for the Claimant all of the Claimant’s Stolen Assets or any assets acquired directly or indirectly with the Claimant’s Stolen Assets, or are liable to account to the Claimant for the Claimant’s Stolen Assets or the proceeds of the Claimant’s Stolen Assets.

11. Further and/or in any event, the Defendant(s)' theft of the Claimant's Stolen Assets has unjustly enriched the Defendant(s) at the expense of the Claimant.

Particulars

- (a) The Defendant(s) have been enriched through the transfer of the Claimant's Stolen Assets to wallets which are not within the Claimant's ownership and/or control and presumably within the ownership and/or control of the Defendants.
 - (b) The Claimant has been deprived of the benefit of the Claimant's Stolen Assets as a result of the Defendant(s)' theft of the Claimant's Stolen Assets.
 - (c) The enrichment of the Defendant(s) is unjust as the theft of the Claimant's Stolen Assets took place without the authority, consent and/or knowledge of the Claimant and the Defendant(s) provided no consideration to the Claimant for the Claimant's Stolen Assets.
12. Further and/or in any event, the Defendant(s) are by reason of the aforesaid pleaded matters, liable to the Claimant in conversion and the Claimant has suffered loss and damage, including the value of the Stolen Assets, and/or has been deprived of the benefit and/or use of the same.

AND THE CLAIMANT CLAIMS AGAINST THE DEFENDANT(S):

- (a) A declaration that the Defendant(s) jointly or severally hold the Claimant's Stolen Assets on constructive trust for the Claimant;
- (b) In the alternative, a declaration that the Defendant(s) jointly or severally hold the traceable proceeds of and/or the value of the Claimant's Stolen Assets on constructive trust for the Claimant;
- (c) Further or in the alternative, a declaration that the Defendant(s) are jointly or severally liable to pay the Claimant the sum of USD 1,513,833 or the traceable proceeds of and/or value of the sum of USD 1,513,833 as unjust enrichment and/or as proprietary restitution;
- (d) Orders for the delivery up of the Claimant's Stolen Assets;
- (e) All necessary accounts and inquiries to enable the Claimant to trace and recover the Claimant's Stolen Assets;
- (f) Damages to be assessed in respect of the expenses, losses and/or damages as a result of the Defendant(s)' theft of the Claimant's Stolen Assets;
- (g) An account of all profits and/or financial and/or capital gains enjoyed by the Defendant(s) resulting from the Defendant(s)' unlawful retention and/or use of the Claimant's Stolen Assets;

- (h) Interest;
- (i) Costs; and
- (j) Such further or other relief as the Honourable Court deems fit.

Dated this 7th day of May 2024

Certification by Claimant and solicitor

I, Notional Pte Ltd, certify that all the statements made above are true to the best of my knowledge and belief.

I, Resource Law LLC, certify that I have informed the Claimant of its obligation above.

Signature of Claimant

DocuSigned by:

E1AE1BCFF5D04FC...

On behalf of the Claimant
Notional Pte Ltd

Signature of Solicitor



Solicitor for the Claimant
Resource Law LLC