





1 9. Venue is proper in this Court because the Defendant resides in Davidson County,  
2 Tennessee.

3 **FACTUAL BACKGROUND**

4 10. Plaintiff is an individual who uses Bitcoin as a form of payment for some of Plaintiff's  
5 private business transactions. On or around October 5, 2020, while attempting to pay one of his business  
6 associates in Bitcoin ("BTC"), Plaintiff accidentally sent 1.29954936 BTC to the wrong Bitcoin wallet  
7 address (hereinafter, the "subject transaction"). Attached hereto as Exhibit 1 are true and correct copies  
8 of the Coinbase receipts confirming the subject transaction.

9 11. On or around October 6, 2020, Plaintiff's business associate advised Plaintiff that he  
10 had not received the 1.29954936 BTC Plaintiff sent on October 5, 2020, and further advised that  
11 Plaintiff had sent the 1.29954936 BTC to a Bitcoin wallet address that did not belong to the business  
12 associate.

13 12. Plaintiff is informed and believes and thereon alleges that the Bitcoin wallet address  
14 (hereinafter, "the Wallet") to which Plaintiff accidentally sent the 1.29954936 BTC belongs to  
15 Defendant and can be accessed solely by Defendant.

16 13. Prior to the subject transaction, Plaintiff did not know Defendant, had not done any  
17 business transactions with Defendant, and did not owe Defendant any BTC and/or money.

18 14. Prior to the subject transaction, Plaintiff was given the address to the Wallet from another  
19 business associate, Andrew Shin (hereinafter, "Shin"). Plaintiff is informed and believes and thereon  
20 alleges that Shin was at all relevant times a business associate of Plaintiff and Defendant, respectively  
21 and separately.

22 15. Prior to the subject transaction, Shin advised Plaintiff to send BTC to the Wallet for a  
23 separate and unrelated transaction. Pursuant to Shin's instructions, Plaintiff sent BTC to the Wallet for  
24 this separate and unrelated transaction.

25 16. On or around October 5, 2020, when Plaintiff attempted to send the 1.29954936 BTC to  
26 his business associate, he mistakenly inputted the BTC address to the Wallet (as this was the last Bitcoin  
27 wallet address Plaintiff had used prior to the subject transaction), instead of the Bitcoin wallet address of  
28 the business associate. This was an honest mistake and Plaintiff did not intend to send Defendant any

1 Bitcoin in the subject transaction.

2 17. Immediately upon discovering his error, Plaintiff attempted to rectify the situation.  
3 Both Plaintiff and Shin advised Defendant regarding Plaintiff's error in sending the 1.29954936 BTC to  
4 the Wallet. Defendant was asked to immediately return the 1.29954936 BTC to Plaintiff.

5 18. On or around October 8, 2020, after being notified that Plaintiff erroneously sent the  
6 1.29954936 BTC to Defendant and after Plaintiff demanded Defendant return the same, Defendant  
7 confirmed to Plaintiff and Shin that he had not only received the 1.29954936 BTC; but also advised that  
8 he would promptly return the BTC to Plaintiff.

9 19. On or around December 27, 2020, Defendant admitted he was still in possession of the  
10 1.29954936 BTC that was mistakenly sent to Defendant by Plaintiff in the subject transaction. At that  
11 time, Defendant sent Plaintiff approximately 0.175 BTC (valued at approximately \$2,000.00 USD).

12 20. To date, Defendant has not returned the remaining balance of 1.11951257 BTC, which is  
13 owed to Plaintiff from the subject transaction, despite numerous requests by Plaintiff regarding the  
14 same.

15 **FIRST CAUSE OF ACTION**

16 **(Conversion as to Defendant Zuckowsky and DOES 1-50)**

17 21. Plaintiff repeats and re-alleges all preceding and subsequent allegations as if more fully  
18 set forth herein.

19 22. As set forth above, at all times relevant herein, Plaintiff owned, possessed, and/or had a  
20 right to possession of all BTC rightfully belonging to him, including the 1.29954936 BTC that was  
21 mistakenly sent to the Wallet as part of the subject transaction.

22 23. As further set forth above, Defendant intentionally and substantially interfered with  
23 Plaintiff's property – specifically the 1.29954936 BTC that was mistakenly sent to the Wallet – by  
24 taking possession of the 1.29954936 BTC and refusing to return the 1.29954936 BTC after having been  
25 alerted to Plaintiff's honest mistake. Defendant has full knowledge that he has no right to possess and/or  
26 own the 1.29954936 BTC, as Plaintiff does not (and did not) owe Defendant any BTC and/or monies.

27 24. Plaintiff did not consent to Defendant's conduct and/or interference.

28 25. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered, and

1 continues to suffer, general, compensatory, and consequential damages in an amount according to proof  
2 at the time of trial, with interest at the legal rate per annum through judgment.

3 26. Defendant acted maliciously, intentionally, fraudulently, or recklessly, as defined  
4 by Tenn. Code Ann. § 29-39-104, and therefore the imposition of punitive damages is justified in an  
5 amount to be proven at trial.

6 **SECOND CAUSE OF ACTION**

7 **(Unjust Enrichment as to Defendant Zuckowsky and DOES 1-50)**

8 27. Plaintiff repeats and re-alleges all preceding and subsequent allegations as if more fully  
9 set forth herein.

10 28. On or around October 5, 2020, Defendant received BTC from Plaintiff that was intended  
11 to be used for the benefit of Plaintiff – namely, the 1.29954936 BTC that Plaintiff mistakenly sent to the  
12 Wallet.

13 29. No part of this 1.29954936 BTC was used for the benefit of Plaintiff.

14 30. Despite multiple demands to Defendant for return of the 1.29954936 BTC that was  
15 mistakenly sent to the Wallet; despite the fact that Defendant is fully aware he has no right to possess or  
16 own the 1.29954936 BTC, and despite the fact Plaintiff does not owe Defendant any BTC and/or  
17 monies, Defendant has only returned approximately 0.175 BTC of the total 1.29954936 BTC that was  
18 mistakenly sent to Defendant.

19 31. As a result of Defendant’s actions, Plaintiff has suffered damages including but not  
20 limited to loss of the BTC valued at approximately \$11,928.78 at the time of the subject transaction.  
21 Plaintiff has also lost out on business with other distributors totaling over an additional \$15,000.00. The  
22 total amount of damages is to be proven at trial.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for a judgment against Defendant as follows:

- 25 1. For actual damages in an amount to be determined at trial;  
26 2. For preliminary and permanent injunctive relief;  
27 3. For exemplary/punitive damages in accordance with Tenn. Code Ann. § 29-39-104;  
28 4. For an award of reasonable attorneys’ fees;

- 1           5.     For costs of suit incurred herein; and,  
2           6.     For such other and further relief as this Court may deem just and proper.  
3

4 Dated: August 18, 2022

**L&F BROWN, P.C.**

5  
6 By: s/ Wesley J. Riddle  
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**DEMAND FOR JURY TRIAL**

Plaintiff DEVIN ZHOU hereby demands a jury trial in this matter.

Dated: August 18, 2022

**L&F BROWN, P.C.**

By: s/ *Wesley J. Riddle*  
WESLEY J. RIDDLE  
*Attorney for Plaintiff DEVIN ZHOU*

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