



Claim Nos. IL-2021-000019
IL-2022-000069

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

IL-2021-000019

MR JUSTICE MELLOR
20 DECEMBER 2023

BETWEEN:

CRYPTO OPEN PATENT ALLIANCE

Claimant in IL-2021-000019
(the “COPA Claim”)

- and -

DR CRAIG STEVEN WRIGHT

Defendant in the COPA Claim

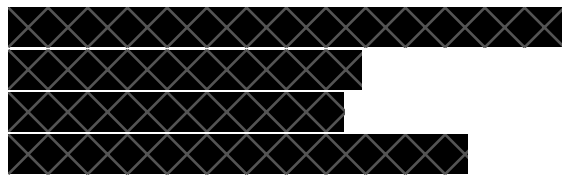
- (1) DR CRAIG STEVEN WRIGHT
- (2) WRIGHT INTERNATIONAL INVESTMENTS LIMITED
- (3) WRIGHT INTERNATIONAL INVESTMENTS UK LIMITED

Claimants in IL-2022-000069
(the “BTC Core Claim”)

and

- (1) BTC CORE

[REDACTED]



- (16) **BLOCK, INC.**
- (17) **SPIRAL BTC, INC.**
- (18) **SQUAREUP EUROPE LTD**
- (19) **BLOCKSTREAM CORPORATION INC.**
- (20) **CHAINCODE LABS, INC**
- (21) **COINBASE GLOBA INC.**
- (22) **CB PAYMENTS, LTD**
- (23) **COINBASE EUROPE LIMITED**
- (24) **COINBASE INC.**
- (25) **CRYPTO OPEN PATENT ALLIANCE**
- (26) **SQUAREUP INTERNATIONAL LIMITED**

Defendants in the BTC Core Claim

ORDER

UPON the hearing of the Pre-Trial Review (“**PTR**”) held on 15 December 2023 for the trial of the Identity Issue (as defined in paragraph 1 of the order sealed on 21 July 2023) (“**the Trial**”);

AND UPON the application of the Defendant in the COPA Claim (“**Dr Wright**”) dated 1 December 2023 for (a) permission under CPR PD 57AD, paragraph 12.5, to rely upon the 97 Documents, the White Paper LaTeX Files and the Documentary Credits Assignment Documents (as defined in the first witness statement of Hannah Field) (together, “**the Additional Documents**”), (b) an order pursuant to CPR 31.3 and/or 31.22 that the White Paper LaTeX Files be disclosed and inspection permitted on terms of confidentiality restrictions as proposed by Dr Wright, (c) an order to adjourn the Trial listed to begin on 15 January 2024 and (c) various additional directions and extensions of time;

AND UPON the application of the 2nd to 12th, 14th and 15th Defendants in the BTC Core Claim (“**the Developer Defendants**”) dated 8 December 2023 for specific disclosure by Dr Wright of documents produced by Gavin Andresen in the Kleiman litigation;

AND UPON the renewal by the Developer Defendants of their application dated 5 October 2023 seeking that Dr Wright post additional security for their costs of the trial of the Identity Issue;

AND UPON the Developers' application for specific disclosure dated 8 December 2023 ("the **Developers' Application**")

AND UPON Dr Wright and the Developers agreeing to the terms in Schedule 1 to this Order

AND UPON the Court hearing Lord Grabiner KC, Craig Orr KC, Mehdi Baiou, Timothy Golfarb and Richard Greenberg for Dr Wright; Jonathan Hough KC and Jonathan Moss for the Claimant in the COPA Claim ("**COPA**"); Alex Gunning KC and Beth Collett for the Developer Defendants; and Terence Bergin KC for the Claimants in the BTC Core Claim;

IT IS ORDERED THAT:

Dr Wright's Application and Consequential Directions

1. Pursuant to CPR PD 57AD, paragraph 12.5, Dr Wright is permitted to rely upon the Additional Documents.
2. The Trial dates and timetable shall be revised as follows and previous orders of the Court shall be varied accordingly:
 - (a) There shall be one week of judicial pre-reading in the week commencing 29 January 2024.
 - (b) The Trial hearing shall commence on 5 February 2024, with one day of oral openings.
 - (c) Evidence shall commence on 6 February 2024 and shall continue for 19 days to 1 March 2024.
 - (d) There shall be a break of one week for preparation of closing submissions, with closing submissions scheduled for 12 to 15 March 2024.
3. By 9am on 18 December 2023, Dr Wright shall provide COPA and the Developer Defendants with specific disclosure and inspection of all documents containing or recording any advice given by Ontier LLP as referred to in paragraph 19.2.4 of the first witness statement of Ms Field.
4. By noon on 20 December 2023, Dr Wright shall provide to Mr Madden a verified copy of a forensic image, with accompanying audit trail information, of the Samsung Drive containing a forensic image of the BDO Drive (as those terms are defined in paragraphs 3 and 7 of Dr Wright's fifth witness statement). Mr Madden shall not without Dr Wright's prior consent or the permission of the Court disclose to any other person (including COPA and the Developers and their legal

advisers) the contents (other than metadata) of any document contained on the Samsung Drive or the BDO Drive of which inspection was not previously provided to COPA and the Developers in these proceedings which appears to him to be privileged. For this purpose Dr Wright's legal representatives may identify to him in writing any privileged information or documents contained in the image. Mr Madden is free to disclose to COPA's legal advisers any other document or metadata which appear to bear on the issues the subject of his evidence. In case of any difficulty, Mr Madden can apply to the Court in writing for directions.

5. By 10am on 20 December 2023, Dr Wright shall provide COPA and the Developer Defendants with inspection of a copy of the White Paper LaTeX files (as defined in Ms Field's first witness statement) in native form on standard Patents Court confidentiality terms.
6. By 4pm on 20 December 2023, Dr Wright shall provide all details of the LaTeX environment used including software, compiling engine, all packages specified in the code, and all relevant versions of the foregoing, sufficient to allow COPA to reproduce the "computing environment" mentioned in Dr Wright's letter dated 13 December (fourth) and relied upon by Dr Wright's counsel in the PTR hearing.
7. By 4pm on 20 December 2023, Dr Wright shall make a written request to authorise Digital Science UK Ltd (trading as Overleaf) ("**Overleaf**") to give his legal representatives and/or experts access to data held (including metadata, current and historic information regarding document activity, revision and edit history and account creation information) in relation to the White Paper LaTeX Files. Dr Wright's legal representatives shall provide to the legal representatives of COPA a copy of such data promptly upon receiving it from Overleaf.
8. By 4pm on 21 December 2023 the parties shall exchange reply witness statements of fact and hearsay notices (including, in the case of COPA, providing access to the statements previously provided in a password-protected zip file). In respect of Dr Wright, he must serve his witness statement in reply setting out such of his reply evidence as he has been able to prepare by that point.
9. By 4pm on 21 December 2023, Dr Wright must serve an updated list of his Reliance Documents.
10. By 4pm on 29 December 2023, each party shall inform the others if there are any witnesses whom it does not require for cross-examination, giving the names of those witnesses.

11. By 4pm on 5 January 2024, COPA must serve an updated list of their Challenged Documents, also giving notice of which of the Additional Documents are alleged to be forgeries.
12. By 4pm on 12 January 2024, Dr Wright shall complete his reply witness evidence by serving a further witness statement from himself.
13. Permission is granted for COPA to rely upon the third expert report of Patrick Madden dated 7 December 2023.
14. Permission is granted for each of Dr Wright and COPA to rely upon further expert evidence as follows:
 - (a) Expert evidence on forensic document analysis in respect of the Additional Documents, the Samsung Drive and the BDO Drive, which in the case of COPA shall be given by Mr Madden and in the case of Dr Wright may be given by Dr Placks, Stroz Friedberg or a combination of the two (subject to there being no duplication between the subjects addressed by Dr Placks and Stroz Friedberg);
 - (b) Expert evidence from one expert witness each on LaTeX software in relation to the authenticity of the White Paper LaTeX files and Dr Wright's claims in relation to them as set out in paragraph 19.2 of the first witness statement of Ms Field.
15. By 4pm on 18 January 2024, Dr Wright and COPA shall exchange and shall serve on the Developer Defendants expert reports on (a) forensic document analysis in respect of the Additional Documents, the Samsung Drive and the BDO Drive; and (b) LaTeX software (as set out above).
16. By 4pm on 22 January 2024, the experts for Dr Wright and COPA on (a) forensic document analysis in respect of the Additional Documents and the BDO Drive and (b) LaTeX software (as set out above) shall hold without prejudice discussions and produce joint statements setting out matters agreed and in issue between them, with reasons for any disagreement.
17. By 4pm on 29 January 2024, each of Dr Wright, COPA and the Developer Defendants shall exchange their opening skeleton arguments for the Trial, which in each case shall be limited to 100 pages.

Further PTR Directions

Trial bundles

18. Trial bundles on the Opus2 document management system shall be finalised containing documents available to date (including uploading of documents to the chronological run in word-searchable form) by 22 December 2023. The parties shall continue to keep the system updated with further documents produced, including under the directions above.

Cryptocurrency technology expert evidence

19. Dr Wright shall not rely on, and the other parties are not required to cross-examine on, the evidence of Zeming Gao, Dr Wright's expert on cryptocurrency technology, in relation to the alleged superiority of Bitcoin Satoshi Vision ("BSV") over other implementations of Bitcoin and/or the alleged fidelity of BSV to the suggested intentions of Satoshi Nakamoto. For the avoidance of doubt, this direction shall not prevent Dr Wright giving evidence as to his claimed thinking process in allegedly devising the Bitcoin system.

ASD adjustments for trial

20. Pursuant to CPR PD1A, the Court shall adopt for the evidence of Dr Wright at trial the adjustments agreed upon by the parties experts in ASD, namely (a) there being clear timetabling of Dr Wright's evidence; (b) him being given access to a pen and paper; (c) him being given access to a real time transcription screen; (d) there being a lower threshold for breaks in evidence, particularly if he becomes emotionally dysregulated; and (e) follow-up questions being relatively shorter in the event of Dr Wright becoming emotionally dysregulated.

Trial arrangements

21. The Trial shall be conducted as a hybrid hearing, giving access to interested parties for remote attendance by video-link. Any person wishing to attend by video-link shall be notified to and approved by the Court, and facilitating access for non-approved persons is prohibited.
22. The Trial shall be held in a "super court" in the Rolls Building, or alternatively in the largest available court and with a spill-over court if possible.
23. The following witnesses shall be permitted to give evidence by video-link, in addition to those already permitted to give evidence by that means: Ben Ford; Nicholas Bohm; Howard Hinnant; John MacFarlane; Mico Loretan; Ignatius Pang; Danielle DeMorgan; Mark Archbold; Shoab Yousuf; David Bridges.

Outstanding requests for documents referred to in witness statements

24. By 4pm on 21 December 2023, Dr Wright shall respond to COPA's outstanding requests for provision of documents referred to in witness statements pursuant to CPR 57AD, paragraph 21.

Security for Costs of the Developer Defendants

25. The Second Claimant in the BTC Core Claim shall by 4:30pm on Friday 5th January 2024 pay into the Court Funds Office, or provide a bank guarantee from a first-class UK bank for, the sum of £800,000 by way of further security for the costs incurred by the Developer Defendants in the BTC Core Claim.
26. Unless security is provided by the Second Claimant in the BTC Core Claim in accordance with paragraph 25 above, the BTC Core Claim as against the Developers will be automatically struck out without further Order at 4pm one week after the date set out in paragraph 25 above.

Application of the Developer Defendants for Specific Disclosure

27. The Developers' Application is stayed.

Costs

28. In relation to the costs incurred on Dr Wright's application dated 1st December 2023, costs in the case.
29. Dr Wright must pay COPA's costs incurred in relation to the ASD evidence after 21st September 2023, summarily assessed in the sum of £65,000, which sum must be paid on or before Friday 5th January 2024.
30. The Claimants in the BTC Core Claim must pay the Developers' costs of their application for additional security, those costs being summarily assessed in the sum of £20,000. Such sum may be taken out of the security provided.
31. Save as ordered above, the costs associated with this order and hearing shall be costs in the case.

Service of Order

32. This order shall be served by COPA, via its solicitors Bird & Bird LLP, on Dr Wright.

The Court has provided a sealed copy of this order to the serving party:

Bird & Bird LLP, 12 New Fetter Lane, London EC4A 1JP

SCHEDULE 1

Developers Application

Background

1. In *Ira Kleiman and W&K Info Defense Research, LLC v. Craig Wright*, 18 Civ. 80176 (BB/BR), a matter proceeding in the United States District Court for the Southern District of Florida (“the **Kleiman Case**”), the parties entered into a Stipulated Confidentiality Order (Document 105-1) (“the **Confidentiality Order**”) to govern the disclosure and use of discovery materials and testimony which was designated as “confidential” by a party to the Kleiman Case pursuant to that Confidentiality Order.
2. Upon information and belief, Mr Gavin Andresen, a non-party to the Kleiman Case, was ordered to disclose all communications with Satoshi Nakamoto by 8 March 2019 pursuant to a subpoena issued on 5 February 2019. Mr Andresen confirmed that he provided all such communications in his deposition (“the **Andresen Disclosure**”).
3. Upon information and belief, the Andresen Disclosure was designated by a party as “confidential” pursuant to the Confidentiality Order.
4. The Confidentiality Order provides *inter alia*:
 - “2. “Confidential” and “Highly Confidential – Attorneys’ Eyes Only” information produced or exchanged in the course of this Proceeding shall be used solely for the purpose of trial preparation and trial in this Proceeding, including mediation, and for no other purpose whatsoever, and shall not be disclosed to any person except in accordance with the terms of this Confidentiality Order.
 3. “Confidential” Designation. A party or non-party responding to a subpoena or request for documents or information may designate as “Confidential” any document or any portion of a document, and any other thing, material, testimony, or other information that it reasonably and in good faith believes contains or reflects (a) trade secrets (b) non-public commercial information; (c) private corporate information; (d) materials subject to a confidentiality or non disclosure agreement with a non-party; (e) personal financial information; (f) communications that contain romantically or sexually intimate statements; or (g) information that, pursuant to state, federal or foreign law, is entitled to confidential treatment.
13. Restrictions on Use of Confidential Material

Except as agreed by the designating Party, designating non-party, or their counsel or as otherwise provided herein, information designated as “Confidential” or “Highly Confidential—Attorneys’ Eyes Only”:

- a. Shall be maintained in confidence by the counsel to which it is furnished;
- b. May be filed with the Court only as provided in paragraph 11, above and may be disclosed by such counsel only to Authorized Persons entitled to access thereto under this paragraph and paragraph 14 below;
- c. May be used by such counsel and the Authorized Person to whom it is disclosed only for the purposes of this Proceeding and for no other purpose; and
- d. May be photocopied or reproduced only as reasonably necessary for this Proceeding.

Nothing herein shall prevent disclosure beyond the terms of this Confidentiality Order if the Party or non-party designating the information as “Confidential” or “Highly Confidential—Attorneys’ Eyes Only” consents in writing to such disclosure. Nor shall anything herein prevent any counsel of record from utilizing “Confidential” or “Highly Confidential—Attorneys’ Eyes Only” information in the examination or cross-examination of any person reasonably believed to be the author, original source, or a recipient of the “Confidential” or “Highly Confidential—Attorneys’ Eyes Only” information, or the designated representative of the Party or non-party who produced the “Confidential” or “Highly Confidential—Attorneys’ Eyes Only” information.”

14. **Authorized Users of Confidential Materials.** Except as agreed by the designating Party, designating non-party or their counsel or as otherwise provided herein, “Confidential” Material subject to this Confidentiality Order or extracts or summaries therefrom shall only be used or disclosed as provided herein and may not be given or shown to any person except the following:
 - a. Any Party and employees or independent contractors of a corporate Party actively engaged in assisting that Party’s attorneys in the conduct of this litigation, to the extent reasonably necessary to enable the attorneys for that party to render professional services in the litigation.
 - b. Any Confidential Material to which the person to whom the

Confidential Material is being disclosed was an original author or recipient of the Confidential Material.

- c. Persons who are expressly retained to assist a Party's counsel ("Retaining Counsel") in the preparation of this Proceeding for trial including, but not limited to, consulting and testifying experts, independent auditors, accountants, statisticians, software engineers, economists, and other experts, and the employees of such persons ("Outside Experts"), after such Outside Expert has signed and delivered to Retaining Counsel a statement in the form annexed hereto as Exhibit A. However, law firms or attorneys who have been retained to prosecute or defend any claims in this action or otherwise assist in the trial preparations, trial, or any other proceedings associated herewith, need not sign Exhibit A, but are bound by the terms of this Confidentiality Order nonetheless.
- d. A Party's outside copy/document preparation service, which includes any e-discovery consultants, jury consultants, and video and court reporting services used at any deposition ("Vendors"), after such Vendor has signed and delivered to Retaining Counsel a statement in the form annexed hereto as Exhibit A.
- e. The Court, other court officials (including court reporters) and the trier of fact.
- f. Any other person who subsequently is designated by (i) written agreement of all the Parties after a request by one of them or (ii) by order of the Court upon motion by a Party and an opportunity to oppose by the objecting Party.
- g. Mock jurors, after reviewing, signing and delivering a statement in the form annexed hereto as Exhibit A.

No person allowed to view "Confidential" Material shall use any "Confidential" Material for any purpose except as needed solely in connection with or to assist in the prosecution or defense of the claims between the Parties in this Proceeding, and each person shall make best efforts necessary to fully and completely protect the confidentiality of the designated Material.

The parties agree that no Confidential Material may be provided to litigation funders (i.e., persons or entities (i) providing financial support of any kind to Plaintiffs related to the above-captioned matter, (ii) purchasing a portion of Plaintiffs' rights to any judgment obtained

in the above-captioned matter, or (iii) providing a loan to Plaintiffs (including Ira Kleiman individually) where the collateral is related to the claims or any potential recovery in the above-captioned matter).

Agreement

5. In so far as relevant and necessary under paragraph 13 of the Confidentiality Order, Dr Craig Wright consents to the Andresen Disclosure marked as 'Confidential' being disclosed to the Developers.
6. Dr Wright shall give notice to Mr Andresen on Wednesday 20 December 2023, that at the Developers' request, he (Dr Wright) has consented to the Andresen Disclosure being used for purposes not listed in paragraph 14 of the Confidentiality Order, namely for use by the Developers, COPA and Dr Wright for the purposes of the BTC Core Claim and the COPA Claim (subject to such rights as Mr Andresen has under the Confidentiality Order).
7. On Thursday 21 December 2023, Macfarlanes shall provide a copy of this order and Dr Wright's letter pursuant to paragraph 6, to the Kleinman lawyers.
8. On receipt of the Andresen Documents, Macfarlanes shall as soon as practicable upload the same to Relativity.
9. Any costs incurred in the provision of the Andresen Documents shall be paid in the first instance by the Developers but the Developers are permitted to apply for an order for recovery of those costs.