



IN THE COMPETITION APPEAL TRIBUNAL

Case No: 1440/7/7/22

BETWEEN:

CLARE MARY JOAN SPOTTISWOODE CBE

Class Representative

- v -

- (1) **NEXANS FRANCE S.A.S.**
(a company incorporated under the laws of France)
(2) **NEXANS S.A.**
(a company incorporated under the laws of France)
(3) **NKT A/S (formerly NKT HOLDING A/S)**
(a company incorporated under the laws of Denmark)
(4) **NKT VERWALTUNGS GMBH (formerly NKT CABLES GMBH)**
(a company incorporated under the laws of Germany)
(5) **PRYSMIAN CAVI E SISTEMI S.R.L.**
(a company incorporated under the laws of Italy)
(6) **PRYSMIAN S.P.A.**
(a company incorporated under the laws of Italy)

Defendants

Case No: 1518/5/7/22

BETWEEN:

- (1) **LONDON ARRAY LIMITED**
(2) **RWE RENEWABLES UK LONDON ARRAY LIMITED (FORMERLY KNOWN AS E.ON CLIMATE & RENEWABLES UK LONDON ARRAY LIMITED)**
(3) **ORSTED LONDON ARRAY LIMITED (FORMERLY KNOWN AS DONG ENERGY LONDON ARRAY LIMITED)**
(4) **ORSTED LONDON ARRAY II LIMITED (FORMERLY KNOWN AS DONG ENERGY LONDON ARRAY II LIMITED)**
(5) **MASDAR ENERGY UK LIMITED**

Claimants

- v -

- (1) **NEXANS FRANCE S.A.S.**
(2) **NEXANS S.A.**

Defendants

**ORDER ESTABLISHING A CONFIDENTIALITY RING
FOR THE DETERMINATION OF THE ROC ISSUE**

UPON paragraph 18 of the case management order made on 22 May 2024 (the “**CMC Order**”) providing for a Confidentiality Ring Order to be established for the purposes of the determination of the ROC Issue (as defined in paragraph 1 of the CMC Order)

AND UPON each of the persons named in Part A of the Schedule to this Order giving a written undertaking to the Tribunal in the terms of Part C of the Schedule to this Order prior to receiving any Confidential Information (as defined below)

AND UPON each of the persons named in Part B of the Schedule to this Order giving a written undertaking to the Tribunal in the terms of Part D of the Schedule to this Order prior to receiving any Confidential Information (as defined below)

IT IS ORDERED THAT:

1. **DEFINITIONS**

For the purposes of this Order:

1.1 “**Confidential DESNZ Document**” means any non-public document disclosed by the Secretary of State pursuant to the third-party disclosure order dated 18 July 2024.

1.2 “**Confidential Information**” means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.

1.3 “**Inner Confidentiality Ring Information**” means:

1.3.1 documents disclosed in these proceedings, including any part of those documents and any information contained within those documents which:

1.3.1.1 the disclosing party has designated as Inner Confidentiality Ring Information in accordance with paragraph 6 of this Order; or

1.3.1.2 are designated as Inner Confidentiality Ring Information by the Tribunal; and

1.3.2 without prejudice to the generality of paragraph 1.3.1 above, documents insofar as they contain information or refer to the content of the documents/information provided under paragraph 1.3.1, including for the avoidance of doubt:

1.3.2.1 working documents created by the receiving Party or its

advisers or experts;

1.3.2.2 *inter partes* correspondence;

1.3.2.3 documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and

1.3.2.4 transcripts prepared by a third party service provider; and

1.3.3 for the avoidance of doubt, redacted versions of the documents described at paragraph 1.3.2 are not Inner Confidentiality Ring Information if they have been redacted so that they no longer contain information described at paragraph 1.3.1.

1.4 **“Inner Confidentiality Ring Members”** are:

1.4.1 those persons listed in Part A of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 5 below or an order of the Tribunal, who have given a signed undertaking to the Tribunal in the terms of Part C of the Schedule to this Order and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 5) where the Proposing Party (as defined) has complied with paragraph 5.1;

1.4.2 necessary secretarial and other support personnel including for the avoidance of doubt internal providers of translation, eDisclosure or litigation support services (not including trainee solicitors or any person whose job title is “paralegal”) under the supervision of those persons identified at paragraph 1.4.1, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order (for the avoidance of doubt, the purpose of making such person aware of the terms of such Part is to reinforce the importance of keeping the information confidential and not to impose additional obligations on such person); and

1.4.3 any external eDisclosure or litigation support provider engaged by any of the Parties in connection with these proceedings to provide

eDisclosure or similar services in support of those persons identified in paragraph 1.4.1 who may have access to Inner Confidentiality Ring Information as a consequence of the provision of their services, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order.

1.4.4 Nothing in this Order shall prevent firm management, personnel within the relevant law firms or chambers whose role is to assist with the firm or chambers' IT systems, auditors or the Solicitors Regulation Authority (“SRA”) from having access to documents containing Inner Confidentiality Ring Information on firm/chambers IT systems, subject to their usual confidentiality obligations.

1.5 **“Outer Confidentiality Ring Information”** means:

1.5.1 documents disclosed in these proceedings, including any part of those documents and any information contained within those documents which:

1.5.1.1 the disclosing party has designated as Outer Confidentiality Ring Information in accordance with paragraph 6 of this Order; or

1.5.1.2 are designated as Outer Confidentiality Ring Information by the Tribunal; and

1.5.2 without prejudice to the generality of paragraph 1.5.1 above, documents insofar as they contain information or refer to the content of the documents/information provided under paragraph 1.5.1, including for the avoidance of doubt:

1.5.2.1 working documents created by the receiving Party or its advisers or experts;

1.5.2.2 *inter partes* correspondence;

1.5.2.3 documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and

1.5.2.4 transcripts prepared by a third party service provider; and

1.5.3 for the avoidance of doubt, redacted versions of the documents described at paragraph 1.5.2 are not Outer Confidentiality Ring Information if they have been redacted so that they no longer contain information described at paragraph 1.5.1.

1.6 **“Outer Confidentiality Ring Members”** are:

1.6.1 Inner Confidentiality Ring Members;

1.6.2 those persons listed in Part B of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 5 or by an order of the Tribunal, who have given a signed undertaking to the Tribunal in the terms of Part D of the Schedule to this Order and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 5) where the Proposing Party (as defined) has complied with paragraph 5.1;

1.6.3 necessary secretarial and other support personnel including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or any person whose job title is “paralegal”) under the supervision of those persons identified in paragraphs 1.6.1 and 1.6.2, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order (for the avoidance of doubt, the purpose of making such person aware of the terms of such Part is to reinforce the importance of keeping the information confidential and not to impose additional obligations on such person); and

1.6.4 any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in paragraphs 1.6.1 and 1.6.2, who may have access to Outer Confidentiality Ring Information as a consequence of the provision of their services, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order.

1.6.5 Nothing in this Order shall prevent firm management, personnel within the relevant law firms or chambers whose role is to assist with the firm or chambers' IT systems, auditors or the SRA from having access to documents containing Outer Confidentiality Ring Information on firm/chambers IT systems, subject to their usual confidentiality obligations.

1.7 “**Parties**” means all of the parties to these proceedings, and “**Party**” means any of them.

1.8 “**Secretary of State**” means the Secretary of State for Energy Security and Net Zero.

1.9 “**these proceedings**” means cases 1440/7/7/22 and 1518/5/7/22, including any appeal therefrom.

2. **INNER CONFIDENTIALITY RING INFORMATION**

When Inner Confidentiality Ring Information is disclosed in the context of these proceedings, it is to be provided or made available solely to the Inner Confidentiality Ring Members, to be held by them on the terms set out in Part C of the Schedule to this Order, subject to the following paragraphs of this Order.

3. **OUTER CONFIDENTIALITY RING INFORMATION**

When Outer Confidentiality Ring Information is disclosed in the context of these proceedings, it is to be provided or made available solely to the Outer Confidentiality Ring Members, to be held by them on the terms set out in:

3.1 if the individual is also an Inner Confidentiality Ring Member, Part C of the Schedule to this Order, subject to the following paragraphs of this Order; or

3.2 if the individual is not also an Inner Confidentiality Ring Member, Part D of the Schedule to this Order, subject to the following paragraphs of this Order.

4. **SCOPE OF THE ORDER**

Nothing in this Order or in its Schedules applies to documents and/or information received by a Party other than via these proceedings under the terms of this Order.

5. **ADDITIONS TO, OR REMOVAL FROM, THE INNER OR OUTER CONFIDENTIALITY RING**

5.1 If a Party (the “**Proposing Party**”) wishes to add an additional person as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member:

5.1.1 The Proposing Party shall notify the other Parties in writing specifying the name and role of the proposed additional person and providing an explanation of why the addition is reasonable and necessary and request the express written consent of the other Parties, with such consent not to be unreasonably withheld.

5.1.2 Following receipt of a notice pursuant to paragraph 5.1.1, if any Party objects to the proposed addition to the Confidentiality Ring, they shall notify the Proposing Party in writing within 7 days that they so object, giving reasons for the objection.

5.1.3 On the sooner of express consent being provided in accordance with paragraph 5.1.1 above and/or no such objections being received within the 7-day period under paragraph 5.1.2 above:

5.1.3.1 the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as applicable) of the Schedule to this Order; and

5.1.3.2 the Proposing Party concerned will provide the written undertaking referred to in paragraph 5.1.3.1 above and an amended and dated version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties.

5.1.4 Upon those steps being completed, the additional person will become an Inner Confidentiality Ring Member and/or an Outer Confidentiality Ring Member (as applicable).

5.1.5 If any objection referred to in paragraph 5.1.2 above is received within the 7-day period there referred to, the Proposing Party may apply to the Tribunal and give notice of such application to the other Parties and the additional person will become an Inner Confidentiality Ring Member

or an Outer Confidentiality Ring Member (as applicable) if the Tribunal so orders.

- 5.2 If a Party wishes to remove a person as an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member, that Party shall notify the other Parties and provide an amended version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties. The Party must also (so far as it is able to do so and it is technically possible) destroy, or procure that the removed person destroys, any copies of Confidential Information held by that person pursuant to this Order (in both hard and soft copy) or transfer such copies to persons who remain within the relevant Confidentiality Ring. For the avoidance of any doubt, a Party may only remove a person whom it had (initially or by following the process in paragraph 5.1) proposed as an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member.
- 5.3 For the avoidance of doubt, a person who ceases to be an Inner Confidentiality Ring Member and/or an Outer Confidentiality Ring Member remains bound by the terms of the undertaking they have signed in relation to Confidential Information they received before they ceased to be an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member.
- 5.4 If a Party ceases to be involved in these proceedings, the persons nominated by that Party as Confidentiality Ring Members shall automatically cease to be Confidentiality Ring Members.

6. **DESIGNATION OF DOCUMENTS/INFORMATION**

- 6.1 This paragraph does not apply to Confidential DESNZ Documents.
- 6.2 A Party disclosing a document/information in connection with these proceedings (other than a Confidential DESNZ Document) may designate that the document/information is: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.
- 6.3 Designation of a document as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the Party or Parties receiving the document/information. At the same time as providing the disclosure, the Party providing it must, either in respect of each document or, if appropriate, in respect of categories of documents, set out a sufficient

explanation to enable any opposing Party to understand the confidentiality that has been claimed and to challenge the confidential treatment of that information.

6.4 Any document/information that is not designated as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information is not Confidential Information.

6.5 Failure to provide a designation for a document/information (other than a Confidential DESNZ Document) at the time the document/information is disclosed shall be deemed to be a designation that the document in question is not Confidential Information. A Party may alter the designation of a document/information to correct any erroneous designation by notice in writing to all Parties that received such document/information. The other Parties shall not be responsible for any action taken in the meantime in good faith in reliance on the original designation.

6.6 A Party receiving disclosure of documents/information (other than a Confidential DESNZ Document) in these proceedings may request that the disclosing Party or Parties amend the designation of a document/information that it has disclosed (including amendment to a designation of not confidential) as follows:

6.6.1 that requesting Party must provide a written request to the disclosing Party or Parties specifying the following:

6.6.1.1 the relevant document/information concerned;

6.6.1.2 the designation the requesting Party believes is appropriate;
and

6.6.1.3 why it is reasonable and necessary for the designation of the Confidentiality Ring Information to be amended.

6.6.2 The disclosing Party may consent in writing to amend the designation of the Confidentiality Ring Information, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 10 working days of having initially received the written notice referred to at paragraph 6.6.1 above. If no response is provided within 10 working days, consent shall be deemed to have been given.

6.6.3 Should an objection be received within the 10 working day period referred to in paragraph 6.6.2 above, the requesting Party may apply to the Tribunal for an order that the Confidentiality Ring Information should be designated as either: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential (as the requesting Party deems appropriate), provided that prior written notice is given of that application to the other Party or Parties.

7. **PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS**

7.1 This paragraph does not apply to Confidential DESNZ Documents.

7.2 If the Party receiving disclosure of a document (other than a Confidential DESNZ Document) considers that the document (for the avoidance of doubt, including a part thereof) needs to be shown to a person who is not a Confidentiality Ring Member, for the purposes of these proceedings:

7.2.1 that Party must provide a written request to the disclosing Party, setting out the following:

7.2.1.1 the document in question;

7.2.1.2 the person or persons to whom it is proposed that the document should be shown; and

7.2.1.3 why it is reasonable to show the document to that person or those persons;

7.2.2 the Party concerned may agree in writing that the document shall be shown to the additional person or persons concerned, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 10 days of having initially received the written notice referred to at paragraph 7.2.1 above. In the event that no response is given within that period, consent shall be deemed to have been given; and

7.2.3 should an objection be received within the 10-day period referred to in paragraph 7.2.2 above, the Party who considers that the document

should be shown to the further person or persons concerned may apply to the Tribunal for an order to that effect, provided that notice is given of that application to the other Party.

8. **DESIGNATION OF CONFIDENTIAL DESNZ DOCUMENTS**

8.1 Subject to the following paragraphs 8.2 and 8.3, all Confidential DESNZ Documents disclosed in these proceedings shall, unless otherwise indicated by the disclosing party, be deemed to be designated as Outer Confidentiality Ring Information.

8.2 A Party disclosing Confidential DESNZ Documents shall indicate in writing that it is disclosing Confidential DESNZ Documents. Failure to comply with this paragraph does not alter the deemed designation of Confidential DESNZ Documents in accordance with paragraph 8.1.

8.3 If the Party receiving a Confidential DESNZ Document in accordance with this Order considers that the Confidential DESNZ Document (for the avoidance of doubt, including a part thereof) needs to be shown to any person who is not an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member, for the purposes of these proceedings:

8.3.1 that Party must provide a written request to the Secretary of State, setting out the following:

8.3.1.1 the Confidential DESNZ Document in question;

8.3.1.2 the person or persons to whom it is proposed that the Confidential DESNZ Document should be shown; and

8.3.1.3 why it is reasonable to show the Confidential DESNZ Document to that person or those persons;

8.3.2 the Secretary of State may agree in writing that the Confidential DESNZ Document may be shown to the additional person or persons concerned, and, in any event, a response should be provided within 10 working days of having initially received the written notice referred to at paragraph 8.3.1 above; and

8.3.3 should either an objection or no response be received within the 10 working-day period referred to in paragraph 8.3.2 above, the Party who

considers that the Confidential DESNZ Document should be shown to the further person or persons concerned may apply to the Tribunal for an order to that effect, provided that notice is given of that application to the Secretary of State.

8.4 A Party receiving a Confidential DESNZ Document in accordance with this Order in these proceedings may request the amendment of the designation of the Confidential DESNZ Document (including amendment to a designation of not confidential) as follows:

8.4.1 the requesting Party must provide a written request to the Secretary of State (copied to the other Parties) specifying the following:

8.4.1.1 the relevant Confidential DESNZ Document concerned;

8.4.1.2 the designation the requesting Party believes is appropriate; and

8.4.1.3 why it is reasonable and necessary for the designation to be amended.

8.4.2 The Secretary of State may consent in writing to amend the designation of the Confidential DESNZ Document and, in any event, a response should be provided within 10 working days of having initially received the written notice referred to at paragraph 8.4.1 above.

8.4.3 Should either an objection or no response be received within the 10 working day period referred to in paragraph 8.4.2 above, the requesting Party may apply to the Tribunal for an order that the Confidential DESNZ Document should be designated as either: (i) Inner Confidentiality Ring Information; or (ii) not confidential (as the requesting Party deems appropriate), provided that prior written notice is given of that application to the other Parties and the Secretary of State.

9. **COPIES OF CONFIDENTIAL INFORMATION**

9.1 Subject to the exceptions in paragraph 9.2, each Party must destroy copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) (insofar as technologically possible) or make them inaccessible at the conclusion of these proceedings, or when that Party ceases to be involved in these

proceedings, and at such time that Party shall notify its Inner Confidentiality Ring Member(s) and Outer Confidentiality Ring Member(s) that they must destroy (insofar as technologically possible) or make inaccessible all Confidential Information in their possession. (For the avoidance of doubt, the foregoing obligations and the corresponding obligations of individuals pursuant to the undertakings in Part C and D of the Schedule, do not require a Party or person to take steps beyond selecting the files in question and providing the Windows command to "delete" such files, and repeating such instruction with the copy of the file in the Windows "recycle bin".) In such circumstances, each Party concerned shall notify the remaining Parties within a reasonable time that the Confidential Information has been destroyed (insofar as technologically possible) or made inaccessible (as appropriate).

9.2 The obligation in paragraph 9.1 is subject to the following exceptions:

9.2.1 Paragraph 9.1 does not apply to solicitors', counsel's or economists' notes.

9.2.2 Paragraph 9.1 does not create an obligation to search for transitory or deeply stored (such as back-up tapes or similar off-line electronic copies) soft copies of Confidential Information which may exist on the computer system of the receiving Party and which cannot be recovered without special measures, provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies.

9.2.3 Paragraph 9.1 does not apply to Parties' copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in these proceedings, as well as lawyer work product referring to Confidential Information, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents.

9.2.4 Paragraph 9.1 does not apply to a Party in respect of the Confidential Information it provided.

10. **UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION**

In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, solicitors for the improperly disclosing Party shall as soon as reasonably practicable notify the improper recipient(s) and the solicitors for the Party or Parties which provided the Confidential Information in these Proceedings, and the improperly disclosing Party shall use all reasonable endeavours to further prevent unauthorised disclosure including for example using all reasonable endeavours to retrieve all copies of the Confidential Information from the improper recipient(s) thereof and secure the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

11. **DISCLOSURE PURSUANT TO COURT ORDER**

If at any time any Confidential Information is made the subject of a court disclosure or discovery order (or similar) anywhere in the world, the person upon whom the order is served shall immediately give written notice to the solicitors of the Party or Parties which produced the Confidential Information. If no Party which provided the Confidential Information in these proceedings takes steps to prevent the further disclosure of such Confidential Information within 10 working days of the date on which such written notice was given, the Party against whom the order was made may produce such Confidential Information but shall take all reasonable measures to have the Confidential Information treated in accordance with the terms of this Order. For the avoidance of doubt, this paragraph applies only to a Party who is the recipient of Confidential Information provided in these proceedings and does not apply to the Party which provides the Confidential Information in these proceedings.

12. **ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS**

12.1 In the event of any anticipated or actual breach of this Order, any Party may seek to enforce the terms of this Order.

12.2 In the event of any breach, or anticipated breach, of this Order which affects the Secretary of State, the Secretary of State shall be entitled to enforce its terms.

12.3 There shall be liberty to apply to vary the terms of this Order, which shall be on notice to any Party or the Secretary of State, if appropriate.

12.4 Costs in the case. (That is to say, for the avoidance of doubt, that the costs

incurred by the parties to case 1440/7/7/22 shall be costs in those proceedings whilst the costs incurred by parties to case 1518/5/7/22 shall be costs in the those proceedings.)

13. **NOTICES**

13.1 Any notice, consent or objection to be given under or in connection with this Order (each a "Notice" for the purposes of this paragraph) shall be in writing.

13.2 Service of a Notice must be effected by email.

13.3 Notices shall be addressed as follows:

13.3.1 Notices for the Class Representative shall be addressed to Scott+Scott UK LLP, for the attention of James Hain-Cole and Douglas Campbell.

Email Address: jhain-cole@scott-scott.com
dcampbell@scott-scott.com
ssukcables@scott-scott.com

Reference: 17106UK (JHC/DC/RM)

13.3.2 Notices for the First and Second Defendants shall be addressed to White & Case LLP, for the attention of Marc Israel and Raif Hassan.

Email Address: marc.israel@whitecase.com
rhassan@whitecase.com
WCNexansCPO@whitecase.com

Reference: MI/RH/ICS/1236198-0043

13.3.3 Notices for the Third and Fourth Defendants shall be addressed to Addleshaw Goddard LLP, for the attention of Mark Molyneux and Jake Minards-Tonge .

Email Address: mark.molyneux@addleshawgoddard.com
jake.minards-tonge@addleshawgoddard.com
_NKTCablesTeam@addleshawgoddard.com

Reference: MJM/MINAJA/374814-1

13.3.4 Notices for the Fifth and Sixth Defendants shall be addressed to Macfarlanes LLP, for the attention of Cameron Firth and Simon Day.

Email Address: Cameron.firth@macfarlanes.com

Simon.day@macfarlanes.com

PrysmianCPO@macfarlanes.com

Reference: CAFF/SJXD/800399

13.3.5 Notices for the London Array Claimants shall be addressed to Hausfeld & Co. LLP, for the attention of Nicole Boyle and Luke Streatfeild.

Email Address: nboyle@hausfeld.com

lstreatfeild@hausfeld.com

hausfeldlondonarraypowercables@hausfeld.com

13.3.6 Notices for the Secretary of State shall be addressed to the Department for Energy Security and Net Zero, for the attention of Alexander Turner and Ben Shepherd.

Email Address: alexander.turner@energysecurity.gov.uk

ben.shepherd@energysecurity.gov.uk

Reference: RO CAT Disclosure

Andrew Lenon KC
Chair of the Competition Appeal Tribunal

Made: 18 July 2024
Drawn: 18 July 2024

Part A: Inner Confidentiality Ring Members

This part dated 18 July 2024 contains the names of Inner Confidentiality Ring Members:

Class Representative

1. *Class Representative*
 - a. Clare Spottiswoode CBE
2. *Brick Court Chambers*
 - a. Daniel Jowell KC
 - b. Gerard Rothschild
 - c. Charlotte Thomas
3. *Scott+Scott UK LLP*
 - a. James Hain-Cole
 - b. Douglas Campbell
 - c. Ruth Manson
 - d. Adi Marciano
 - e. Maciej Skrzek
 - f. Mitti Varajarvi
4. *NERA Economic Consulting*
 - a. Richard Druce
 - b. Siying Wu
 - c. Bernardo Danesi
 - d. Kardin Somme
 - e. Sophia Birattari
 - f. Shreya Gupta
 - g. Ravi Desor
 - h. Eskil Vålilä

London Array Claimants

1. *Brick Court Chambers*
 - a. Colin West KC
2. *Hausfeld & Co. LLP*
 - a. Nicola Boyle
 - b. Luke Streatfeild

- c. Amandine Gueret
 - d. Julia von Eitzen
 - e. Ginevra Bicciolo
 - f. Shahrina Quader
 - g. Andra Tofan
 - h. Jessica Harriman
 - i. Glenn Holmwood
3. *Oxera Consulting LLP*
- a. Joseph Bell
 - b. Nicole Rosenboom
 - c. Dorian Beauchene
 - d. Max Hesseling
 - e. Antoine Comps
 - f. Danyal Khan
 - g. Louise Damade
 - h. José Sanchez-Ameijeiras
 - i. Sahar Shamsi

Nexans Defendants

- 1. *Brick Court Chambers*
 - b. Tony Singla KC
 - c. Paul Luckhurst
 - d. Andrew McIntyre
- 2. *White & Case LLP*
 - a. Marc Israel
 - b. J Mark Gidley
 - c. Mark Powell
 - d. Raif Hassan
 - e. Isabella Conceicao Silva
 - f. William Obree
 - g. Jaclyn Phillips
 - h. Janina Moutia-Bloom
 - i. Nate Martin
 - j. Marlin Heitmann
 - k. Elena Plenefisch

- l. Laura Johnson
- m. Mark Bumbac
- n. Jordan Gray
3. *The Brattle Group*
 - a. Serena Hesmondhalgh
 - b. Peter Davis
 - c. Ilinca Popescu
 - d. Aritra Sen
 - e. Angela Gunn

NKT Defendants

1. *Brick Court Chambers*
 - a. Victoria Wakefield KC
2. *Monckton Chambers*
 - a. Michael Armitage
3. *Fountain Court Chambers*
 - a. Daniel Carall-Green
4. *Addleshaw Goddard LLP*
 - a. Mark Molyneux
 - b. Jake Minards-Tonge
 - c. Lisa Slevin
 - d. Becky Green
 - e. Harry Higham
 - f. Ben Ackroyd
5. *Alix Partners*
 - a. Mat Hughes
 - b. Nima Moshgbar
 - c. Derek Holt
 - d. Jonathan Sandbach

Prysmian Defendants

1. *Brick Court Chambers*
 - a. Helen Davies KC
 - b. Jemima Stratford KC

2. *Monckton Chambers*
 - a. Fiona Banks
 - b. Jack Williams
 - c. Luke Kelly
3. *Macfarlanes LLP*
 - a. Cameron Firth
 - b. Simon Day
 - c. Jennifer Reeves
 - d. Rachel Carter
 - e. Katie Shingler
4. *Compass Lexecon*
 - a. Boaz Moselle
 - b. Juan Carlos Bisso
 - c. Despina Doneva
 - d. Ruxandra Ciupagea
 - e. Francesca Lawford
 - f. Jiacheng Tian
 - g. Finlay Yates

Part B: Outer Confidentiality Ring Members

This part dated 18 July 2024 contains the names of Outer Confidentiality Ring Members (excluding Outer Confidentiality Ring Members who are also Inner Confidentiality Ring Members):

Defendants

1. *Nexans*
 - a. Antonino Cusimano
 - b. Wassila Messaoudi
 - c. Lars Eriksen
2. *NKT*
 - a. Morten Bang
 - b. Mark Skriver Nielsen
3. *Prysmian*
 - a. Michele Binda
 - b. Fabio Furino
 - c. Colin Briggs

London Array Claimants

1. RWE
 - a. Almuth Vorndran
 - b. Marion Broomes
 - c. Ferdinand Neuerburg
 - d. Sam Baneke
2. Masdar
 - a. Sascha Menzendorf
 - b. Gail Bassett
 - c. Joseph Brewster
3. Orsted
 - a. Samuel Claxton
 - b. Jack Lambert
4. Other

a. Hugh McNeal

Part C: Undertaking (to be provided by Inner Confidentiality Ring Members)

In respect of any Inner Confidentiality Ring Information and/or Outer Confidentiality Ring Information disclosed to them pursuant to this Order, each Inner Confidentiality Ring Member undertakes that they will comply with the following requirements, to the extent applicable to them, in the terms below.

I, **NAME**, of [Firm, Chambers, Company] being a [Job title] undertake to the Tribunal and each of the Parties as follows:

1. I have read a copy of the Tribunal's Order made on [DATE] and understand that Order and the implications of giving this undertaking.
2. I have read Rule 102 of the Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Inner Confidentiality Ring Information to any person who is not an Inner Confidentiality Ring Member, including by reading it out in open proceedings (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member, including by reading it out in open proceedings (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. I will use the Confidential Information only for the purpose of these proceedings and for the purpose of no other current or future proceedings or proposed proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
6. The documents containing any Inner Confidentiality Ring Information will remain in my custody or the custody of another Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.

7. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
8. The production of further copies by me of the documents containing the Inner Confidentiality Ring Information shall be limited to those required for the use of the Inner Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 5 of this undertaking.
9. The production of further copies by me of the documents containing the Outer Confidentiality Ring Information shall be limited to those required for the use of the Outer Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 5 of this undertaking.
10. Subject to the exceptions in paragraph 9.2 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not available to any person at the conclusion of these proceedings or upon receiving a notice in accordance with paragraph 9.1 of the Order.

Signed:

Name:

Date:

Part D: Undertaking (to be provided by Outer Confidentiality Ring Members)

In respect of any Outer Confidentiality Ring Information disclosed to them pursuant to this Order, each Outer Confidentiality Ring Member undertakes that they will comply with the following requirements, to the extent applicable to them, in the terms below.

I, **NAME**, of [Firm, Chambers, Company] being a [Job title] undertake to the Tribunal and each of the Parties as follows:

1. I have read a copy of the Tribunal's Order made on [DATE] and understand that Order and the implications of giving this undertaking.
2. I have read Rule 102 of the Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member, including by reading it out in open proceedings (except to the extent that I am aware of the same information from another document that does not constitute “Confidential Information” and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I will use the Outer Confidentiality Ring Information only for the purpose of these proceedings and for the purpose of no other current or future proceedings or proposed proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute “Confidential Information” and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
6. The production of further copies by me of the documents containing the Outer Confidentiality Ring Information shall be limited to those required for the use of the Outer Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 4 of this undertaking.

7. Subject to the exceptions in paragraph 9.2 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not available to any person at the conclusion of these proceedings or upon receiving a notice in accordance with paragraph 9.1 of the Order.

Signed:

Name:

Date: