



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1673/7/7/24

BETWEEN:

PROFESSOR BARRY RODGER

Proposed Class Representative

- v -

- (1) ALPHABET INC**
- (2) GOOGLE LLC**
- (3) GOOGLE IRELAND LIMITED**
- (4) GOOGLE ASIA PACIFIC PTE LIMITED**
- (5) GOOGLE COMMERCE LIMITED**
- (6) GOOGLE PAYMENT LIMITED**
- (7) GOOGLE UK LIMITED**

Proposed Defendants

CONFIDENTIALITY RING ORDER

UPON the Proposed Class Representative and the Proposed Defendants (the “**Parties**”) to the above-named proceedings (the “**Proceedings**”) having agreed that documents containing confidential information be subject to the confidentiality terms contained in this order (including the schedule thereto)

AND HAVING REGARD TO the Tribunal’s powers under the Competition Appeal Tribunal (the “**Tribunal**”) Rules 2015 (the “**Rules**”) (and in particular Rules 53(2)(h), 101 and 102)

AND UPON the Parties having agreed to the terms of this Order

IT IS ORDERED BY CONSENT THAT:

1. DEFINITIONS

1.1 For the purposes of this Order:

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

1.1.2 “**Confidentiality Terms**” means the terms contained in this order (including the schedule thereto).

1.1.3 “**Document**” means anything in which information of any description is recorded.

1.1.4 “**Guide**” means the Tribunal’s 2015 Guide to Proceedings.

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

(a) Documents or information provided by a Party, including any part of those Documents and any information contained within those Documents, which:

(i) the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 6 of this order; or

(ii) are designated as Inner Confidentiality Ring Information by the Tribunal; and

(iii) have not subsequently been re-designated not Inner Confidentiality Ring Information, either by consent or by order of the Tribunal; and

(b) Documents such as:

(i) working Documents created by the receiving Party or its advisers or experts;

(ii) *inter partes* correspondence;

(iii) Documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and

draft orders; and

(iv) transcripts prepared by a third-party service provider,

which contain, reproduce or refer to the content of the Documents described at paragraph 1.1.5(a) above; but

(c) not versions of the Documents described at paragraph 1.1.5(b) above which have been redacted so that they no longer contain or refer to the content of the Documents described at paragraph 1.1.5(a) above.

1.1.6 “*Inner Confidentiality Ring Members*” are:

(a) 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 by an order of the Tribunal, who have given a signed undertaking in the terms of part C of the schedule to this order that has been provided to all Parties and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 5 below) where the Proposing Party (as defined below) has complied with paragraph 5.1.1 below;

(b) necessary secretarial and other support personnel including internal providers of electronic disclosure or litigation support services (not including trainee solicitors or paralegals), IT staff, reprographics staff, and clerks, acting under the supervision of those persons identified in paragraph 1.1.6(a) above for the purpose of the Proceedings, 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; and

(c) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel); and

(d) any external electronic disclosure or litigation support provider engaged by any Party for the purpose of the Proceedings to provide electronic disclosure or similar services in support of those persons

identified in paragraph 1.1.6(a) above, who may have access to Inner Confidentiality Ring Information as a necessary consequence of the provision of their services, and whose identity is notified to the other Parties in writing at least three (3) working days in advance of the Inner Confidentiality Ring Information being provided to them, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of part C of the schedule to this order.

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

- (a) Documents or information provided by a Party, including any part of those Documents and any information contained within those Documents which:
 - (i) the disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 6 of this order; or
 - (ii) are designated as Outer Confidentiality Ring Information by the Tribunal; and
 - (iii) have not subsequently been re-designated not Outer Confidentiality Ring Information, either by consent or by order of the Tribunal; and
- (b) Documents such as:
 - (i) working Documents created by the receiving Party or its advisers or experts;
 - (ii) *inter partes* correspondence;
 - (iii) Documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - (iv) transcripts prepared by a third-party service provider,

which contain, reproduce or refer to the content of the Documents described at paragraph 1.1.7(a) above; but

- (c) not versions of the Documents described at paragraph 1.1.7(b) above which have been redacted so that they no longer contain or refer to the content of the Documents described at paragraph 1.1.7(a) above.

1.1.8 “*Outer Confidentiality Ring Members*” are:

- (a) Inner Confidentiality Ring Members;
- (b) 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 below or by an order of the Tribunal, who have given a signed undertaking in the terms of part D of the schedule to this order, that has been provided to all Parties and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 5 below) where the Proposing Party (as defined below) has complied with paragraph 5.1.1 below;
- (c) necessary secretarial and other support personnel including internal providers of electronic disclosure or litigation support services (not including trainee solicitors or paralegals), IT staff, reprographics staff, and clerks, acting under the supervision of those persons identified in paragraphs 1.1.8(a) and (b) above for the purpose of the Proceedings, 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; and
- (d) any external electronic disclosure or litigation support provider engaged by any Party for the purpose of the Proceedings to provide electronic disclosure or similar services in support of those persons identified in paragraphs 1.1.8(a) and (b) above, who may have access to Outer Confidentiality Ring Information as a necessary consequence of the provision of their services, and whose identity is notified to the other Parties in writing at least three (3) working days in advance of

the Outer Confidentiality Ring Information being provided to them, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of part D of the schedule to this order.

2. **INNER CONFIDENTIALITY RING INFORMATION**

2.1 Inner Confidentiality Ring Information provided in the context of the Proceedings 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**

3.1 Outer Confidentiality Ring Information provided in the context of the Proceedings is to be provided or made available solely to Outer Confidentiality Ring Members, to be held by them on the terms as set out in:

3.1.1 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

3.1.2 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**

4.1 Nothing in this order or the schedule thereto applies to documents and/or information received by a Party other than via the Proceedings under the Confidentiality Terms.

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 and request the express written consent of the other Party (the “*Receiving Party*”), and when requesting such written consent specify the name and role of the proposed additional person and provide an

explanation of why the addition is reasonable and necessary.

- 5.1.2 Following receipt of a notice pursuant to paragraph 5.1.1 above, the Receiving Party shall not unreasonably withhold or delay its consent; and if the Receiving Party objects to the proposed addition to the Inner Confidentiality Ring or the Outer Confidentiality Ring, it shall notify the Proposing Party in writing within three (3) working days that it so objects along with a statement of the reason(s) for the objection.
- 5.1.3 If express consent is given by the Receiving Party, or the Receiving Party fails to give express consent and fails to give written notice of objection within the three (3) working day period specified in paragraph 5.1.2 above:
- (a) the additional person will be required to give the written undertaking in the terms of part C or D (as applicable) of the schedule to this order; and
 - (b) the Proposing Party will provide the written undertaking referred to in paragraph 5.1.3(a) above and an amended version of part A or B (as appropriate) of the schedule to this order to the Receiving Party and the Tribunal.
- 5.1.4 Upon those steps being completed, the additional person becomes an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member (as applicable).
- 5.1.5 If an objection referred to in paragraph 5.1.2 above is received within the three (3) working day period there referred to, the Proposing Party may apply to the Tribunal, provided prior written notice of such application is given to the Receiving Party, 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 will notify the other Party and provide an amended version of part A or B (as appropriate) of the schedule to this order to the other

Party and the Tribunal. The Party must also comply with paragraph 8 including (subject to paragraphs 8.1 and 8.2) by notifying the person to be removed from the Inner Confidentiality Ring or Outer Confidentiality Ring that such person must immediately destroy or make inaccessible all Confidential Information in their possession. 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 A record of the Inner Confidentiality Ring Members and Outer Confidentiality Ring Members shall be kept and updated by the Parties upon the addition or removal of such persons. Such record shall be provided to the Tribunal upon request by the Tribunal. For the avoidance of doubt, there shall be no requirement to amend this order upon the addition or removal of Inner Confidentiality Ring Members or Outer Confidentiality Ring Members.

6. DESIGNATION OF DOCUMENTS

6.1 A Party providing a Document in connection with the Proceedings may designate that the Document is: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.

6.2 A Document disclosed by the Parties will be designated as either not confidential, Inner Confidentiality Ring Information or Outer Confidentiality Ring Information (either being “**Confidential Information**” as defined in paragraph 1.1.1 above) as confirmed by the disclosing Party.

6.3 A Party will review specific text within Documents for confidentiality to the extent that:

6.3.1 a Party files such a Document with the Tribunal;

6.3.2 any Party refers to such a Document in a Document filed with the Tribunal in the Proceedings (including a skeleton argument, witness statement or expert report);

6.3.3 the Parties agree that such a Document shall be included in any hearing bundle in the Proceedings; or

6.3.4 the receiving Party indicates to the disclosing Party in writing and in good faith

that it may refer to such Document at a hearing in the Proceedings.

- 6.4 Following a manual review by a Party pursuant to paragraph 6.3 above, that Party shall provide highlighted confidential copies of any such Document(s) to the other Party as soon as practically available and no later than 20 working days (subject to any requested extension, which is not to be unreasonably withheld) after:
- 6.4.1 filing or receipt of a Document referred to in paragraph 6.3.1 or 6.3.2 above; or
 - 6.4.2 receipt of notice that the Document(s) will be relied upon in a manner set out in paragraphs 6.3.3 or 6.3.4 above or (if later) receipt of the Document(s) in question.
- 6.5 Notwithstanding paragraph 6.4 above, in respect of Documents falling within category 6.3.3 or 6.3.4 above, where appropriate each Party shall provide a highlighted confidential copy of each such Document containing its Confidential Information:
- 6.5.1 at least 3 working days before the deadline to file electronic and hard copy bundles for a hearing; or
 - 6.5.2 to the extent Documents are produced after such deadline, in sufficient time in advance of the commencement of a hearing, such that any non-Confidential Information within a document may be referred to in open court.
- 6.6 A designation of not confidential means that the Document is not and does not contain Confidential Information. For the avoidance of any doubt, in the event of a designation of not confidential, Rule 102 continues to apply (to the extent it would otherwise have applied).
- 6.7 Failure to provide a designation for a Document at the time the Document is provided shall be deemed to be a designation that the Document in question is not confidential in accordance with paragraph 6.6 above. A Party may alter the designation of a Document to correct any erroneous designation by notice in writing to the other Party that received such Document.
- 6.8 A Party receiving Documents in the Proceedings may request that the disclosing Party amend the designation of a Document that it has provided (including amendment to a designation of not confidential) as follows:

- 6.8.1 The requesting Party shall provide a written request to the disclosing Party specifying the following:
- (a) the relevant Document concerned;
 - (b) the designation the requesting Party considers to be appropriate; and
 - (c) why it is reasonable and necessary for the designation of the Document to be amended.
- 6.8.2 A disclosing Party may consent in writing to amend the designation of any Document, with such consent not to be unreasonably withheld and, in any event, any response must be provided within ten (10) working days of having received the written request referred to in paragraph 6.8.1 above.
- 6.8.3 Should the consent referred to in paragraph 6.8.2 above not be obtained from the disclosing Party, the requesting Party may apply to the Tribunal for an order pursuant to Rule 101(2) that the Confidential 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. In responding to such application, a disclosing Party shall comply with Rule 101(1) and paragraphs 7.46 and 7.47 of the Guide. Save where there are reasons to justify a hearing, applications under this paragraph are generally to be dealt with on paper by the Tribunal.
- 6.8.4 A Document designated Inner Confidentiality Ring Information or Outer Confidentiality Ring Information in respect of which an application referred to in paragraph 6.8.3 above is made shall, until the challenge is determined by the Tribunal, continue to have the designation of Inner Confidentiality Ring Information or Outer Confidentiality Ring Information (as applicable) given to it by the disclosing Party. But where an application is made in respect of a Document that is designated as not confidential, the Document shall, until such time as the challenge is determined by the Tribunal, be treated as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information (as applicable based on the designation being sought by the challenging party).

- 6.8.5 A disclosing Party shall if directed by the Registrar provide a non-confidential version of the relevant Document(s) in accordance with Rule 101(1) and paragraphs 7.48 to 7.50 of the Guide.
- 6.8.6 Should the confidentiality of any Document added to the bundle during any hearing be in issue, a challenge will be dealt with in accordance with any directions the Tribunal may give.
- 6.8.7 The deadlines in this paragraph 6.8 above may be extended by agreement between the challenging Party and disclosing Party. Consent to a request for an extension shall not be unreasonably withheld.
- 6.9 Each Party shall be responsible, in respect of any Document containing Confidential Information to be introduced at any hearing in the Proceedings, for labelling and highlighting any Confidential Information in the following ways:
- 6.9.1 Any bundle index will state which Documents are or contain Confidential Information and identify the Party to which the Confidential Information relates.
- 6.9.2 Any text and/or extract which contains Confidential Information will be highlighted with appropriate colour coding.
- 6.9.3 Each Party wishing to refer to Confidential Information shall indicate to the Tribunal that the Document is or contains Confidential Information prior to disclosing the content of the Confidential Information. Following such an indication to the Tribunal, and subject to any decision of the Tribunal, Rule 99 shall apply.
- 7. PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS**
- 7.1 Nothing in this order prevents a Party from sharing (or from consenting to the sharing of) Confidential Information provided by that Party in the Proceedings.
- 7.2 A Party that receives Confidential Information in the Proceedings may request that:
- 7.2.1 certain Confidential Information is to be provided or made available to one or more persons who are neither Inner Confidentiality Ring Members nor Outer

Confidentiality Ring Members; and/or

- 7.2.2 certain Inner Confidentiality Ring Information is to be provided or made available to one or more persons who are Outer Confidentiality Ring Members or who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members.
- 7.3 If a Party wishes such Confidential Information to be provided or made available to such persons:
- 7.3.1 it shall notify and request the express written consent of the other Party, specifying the name and role of the proposed person(s), the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant Documents insofar as practicable) and provide an explanation of why it is reasonable and necessary for the Confidential Information to be provided or made available to such person(s);
- 7.3.2 following receipt of a notice pursuant to paragraph 7.3.1 above, if the recipient of such notice objects to the Confidential Information being provided or made available to the proposed person(s), they shall notify the requesting Party in writing within 10 working days of receipt of the notice that they so object, save that the requesting Party shall not unreasonably withhold consent to an extension of time for this purpose where it is reasonably required in view of the nature and/or number of Documents which are the subject of the request; and
- 7.3.3 if the recipient required to be provided with notice under paragraph 7.3.1 above gives express consent or if that recipient fails to give written notice of objection within the 10-working-day period specified in paragraph 7.3.2 above (or within any extended time period the Parties have agreed):
- (a) the additional person will be required to give the written undertaking in the terms of part C or D (as appropriate) of the schedule to this order, amended to list the specific Documents that are to be provided or made available to them;
 - (b) the Party concerned will provide the written undertaking referred to in

paragraph 7.3.3(a) above to the other Party; and

- (c) on the completion of those steps, the additional person may be provided with the Documents.

7.4 If any objection referred to in paragraph 7.3.2 above is received within the 10-working-day period specified, the requesting Party may apply to the Tribunal for an order that the Confidential Information may be disclosed to the additional person(s), provided that prior written notice is given of such application to the other Party. The additional person may be provided with the Documents if the Tribunal so orders.

8. **COPIES OF CONFIDENTIAL INFORMATION**

8.1 Subject to the exceptions in paragraph 8.2 below, each Party must destroy copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) or make them inaccessible at the conclusion of the Proceedings (including any appeal), or when that Party ceases to be involved in the 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 technically feasible) or make inaccessible all Confidential Information in their possession. In such circumstances, each Party concerned shall notify the other Party within a reasonable time that the Confidential Information has been destroyed (insofar as technically feasible) or made inaccessible (as appropriate).

8.2 The obligation in paragraph 8.1 above is subject to the following exceptions:

8.2.1 Paragraph 8.1 above does not apply to solicitors' or counsel's notes subject to continued compliance with all other Confidentiality Terms.

8.2.2 Paragraph 8.1 above does not create an obligation to search for transitory or deeply stored 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.

8.2.3 Paragraph 8.1 above does not apply to a Party's copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the Proceedings, or to lawyer

work product referring to Confidential Information, subject to continued compliance with the Confidentiality Terms in respect of the Confidential Information contained within such Documents.

8.2.4 Paragraph 8.1 above does not apply to a Party in respect of the Confidential Information it provided.

8.3 The production of copies of the Confidential Information shall be limited to those required by the Inner Confidentiality Ring Members or Outer Confidentiality Ring Members to whom they are disclosed.

9. **PROPOSED DEFENDANTS' TRANSACTIONAL DATA**

9.1 Should the Proposed Defendants disclose transactional data, which is data retrieved from a database reflecting transactions made through Google Play and other data linked to that transaction data (the "**Data**"), the following additional conditions will apply:

9.1.1 prior to the disclosure of the Data, the Proposed Defendants will inform the Proposed Class Representative that the Data to be disclosed is subject to the conditions of this paragraph 9 and the Proposed Class Representative will confirm his agreement that this paragraph applies;

9.1.2 the Data will only be downloaded to, and stored by a receiving Party, in a secure location and manner, protected by commercially reputable firewall software, that ensures that access is limited only to Inner Confidentiality Ring Members;

9.1.3 the Data will be in the custody of and accessible (only with password and/or biometric authentication) to only the Inner Confidentiality Ring Members who will be performing data analysis in this case and have given a signed undertaking in the terms of part C or D (as applicable) of the schedule to this order;

9.1.4 the Data will not be transferred by a receiving Party to portable data storage or portable data transfer devices; and

9.1.5 within 30 days of the final disposition of the Proceedings, the Proposed Class Representative will ensure that any person or organization provided with the Data has destroyed the Data and any copies of the Data, and will notify the Proposed

Defendants within a reasonable time that the Data has been destroyed.

10. DISCLOSURE OF CONFIDENTIAL INFORMATION

10.1 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 immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information in the Proceedings, and the improperly disclosing Party shall use all reasonable endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s) thereof and seeking to secure the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

10.2 Nothing in these Confidentiality Terms shall prevent or prohibit a receiving Party from taking any action (including in particular disclosing Confidential Information to a person who is not an Inner Confidentiality Ring Member or Outer Confidentiality Ring Member and/or referring to such Documents or information in open Tribunal) which has been authorised in writing by the Party which provided the Confidential Information.

10.3 If at any time any Confidential Information is made the subject of a court or tribunal disclosure or discovery order (or similar) anywhere in the world, the person bound by or subject to the order shall immediately give written notice to the solicitors of the Party which produced the Confidential Information. If the Party which provided the Confidential Information in the Proceedings does not take steps to prevent the further disclosure of such Confidential Information within ten (10) working days of the date on which such written notice was given, the Party bound by or subject to the order which was made may produce such Confidential Information but shall take all reasonable measures to have the Confidential Information treated in accordance with the Confidentiality Terms. For the avoidance of doubt, this paragraph 10.3 only applies to a Party who is the recipient of Confidential Information provided in the Proceedings and does not apply to the Party which provides the Confidential Information in the Proceedings.

11. ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS

11.1 The Confidentiality Terms are intended to apply unless or until superseded by a subsequent order of the Tribunal.

- 11.2 In the event of any anticipated or actual breach of this Order, any Party may seek to enforce the Confidentiality Terms.
- 11.3 In respect of Confidential Information, subject to any order of the Tribunal, the obligations contained in the undertakings provided pursuant to this Order and Rule 102 shall continue to apply following the termination of the Proceedings, and each of the Parties shall continue to treat Confidential Information in accordance with this order unless the other Party consents or until they have confirmed to the other Party that all Confidential Information held by it or on its behalf has been destroyed.
- 11.4 This order (including the schedule thereto) and any undertakings given in relation to it are governed by and shall be construed in accordance with English law and each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.
- 11.5 Nothing in this order or the schedules thereto shall prevent or prohibit any Inner Confidentiality Ring Member or Outer Confidentiality Ring Member (as may be extended from time to time) from acting in other proceedings.
- 11.6 The costs of compliance with and of drafting this Order shall be costs in the case.
- 11.7 There shall be liberty to apply to vary the terms of this Order.

12. NOTICES

- 12.1 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.
- 12.2 Service of a Notice must be effected by email.
- 12.3 Notices shall be addressed as follows:

12.3.1 Notices for the Proposed Class Representative shall be marked for the attention of Geradin Partners and sent to:

Email addresses: Damien Geradin <dgeradin@geradinpartners.com>
 David Gallagher <dgallagher@geradinpartners.com>
 Anthony Ojukwu <aojukwu@geradinpartners.com>
 GP-RodgerGoogle <gp-rodgergoogle@geradinpartners.com>

Reference: 00060-Rodger

12.3.2 Notices for the Proposed Defendants shall be marked for the attention of Reynolds Porter Chamberlain LLP and sent to:

Email addresses: David Cran <david.cran@rpc.co.uk>
Chris Ross <chris.ross@rpc.co.uk>
Rathi Thiagamoorthy <rathi.thiagamoorthy@rpc.co.uk>
RPC Rodger Collective Proceedings Team
<rpcrodgercollectiveproceedings@rpclegal.com>

Reference: DMC/GOO75.68

The Honourable Mr Justice Morris
Chair of the Competition Appeal Tribunal

Made: 14 January 2025
Drawn: 14 January 2025

SCHEDULE

PART A Inner Confidentiality Ring Members

Proposed Class Representative

[Not yet used]

Proposed Defendants

[Not yet used]

PART B Outer Confidentiality Ring Members

Proposed Class Representative

The Proposed Class Representative

Professor Barry Rodger

Counsel

Kieron Beal KC
(Backstone Chambers)

Robert O'Donoghue KC
(of Brick Court Chambers)

Daniel Carall-Green
(Fountain Court Chambers)

Bethanie Chambers
(XXIV Old Buildings)

Solicitors (Geradin Partners)

Damien Geradin
David Gallagher
Stijn Huijts
Patrick Teague
Anthony Ojukwu
Sukriti Jaiswal
Gina Sternberg
Marie-June Evin
Katerina Dres
Oliver Montgomery
Matthew Tweddell

External economists

Chris Rieve
Chris Pike
(all of Fideres)

Amelia Fletcher
(University of East Anglia)

Proposed Defendants

Proposed Defendants

[Not yet used]

Counsel

Josh Holmes KC
Kassie Smith KC
Jamie Carpenter KC
Tom Sebastian
Jack Williams
Luke Kelly
Jenn Lawrence

Solicitors (RPC)

David Cran
Chris Ross
Rathi Thiagamoorthy
Will Carter
Ricky Cella
Gowri Chandrashekar
Thomas McCall
Christina Brownrigg-Gleeson
Zoe Harvey
Harvey Briggs
Greg Cox
Jani Ihalainen
Sophie Parkinson
Rory Graham
Veronica Herrera
Elizabeth Terry
Oliver Clarke
Alex Moja-Chavarria

External Economists (Oxera)

Robin Noble
James May
Lirio Barros
Simona Castellini
Erika Pini

PART C

1. UNDERTAKING (TO BE PROVIDED BY INNER CONFIDENTIALITY RING MEMBERS)

In respect of any Confidential 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. The defined terms in this order are used in this part C.

I, **[name]**, of **[company]** being **[legal or other qualification or position]** undertake to the Tribunal and to the Parties as follows:

1. I have read a copy of the Tribunal's order of 14 January 2025 and understand the terms of that order and the implications of giving this undertaking.
2. I have read Rules 101 and 102 and Civil Procedure Rule 31.22 and am aware of and will comply with the obligations imposed by those provisions.
3. I will treat all Confidential Information made available to me for the purpose of the Proceedings as secret and confidential.
4. Except as expressly contemplated by the Confidentiality Terms, I will not disclose, refer, use, copy, reproduce or otherwise distribute or disseminate 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).
5. Except as expressly contemplated by the Confidentiality Terms, I will not disclose, refer, use, copy, reproduce or otherwise distribute or disseminate 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).

6. I will use the Confidential Information only for the purpose of the 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).
7. Documents containing any Inner Confidentiality Ring Information will remain in my custody or the custody of another Inner Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
8. 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.
9. The production of further copies by me of the Documents containing Inner Confidentiality Ring Information shall be limited to those reasonably required for the use of the Inner Confidentiality Ring Members for the purposes of the Proceedings only and such copies shall be held in accordance with paragraphs 3 to 8 of this undertaking.
10. The production of further copies by me of the Documents containing Outer Confidentiality Ring Information shall be limited to those reasonably required for the use of the Outer Confidentiality Ring Members for the purposes of the Proceedings only and such copies shall be held in accordance with paragraphs 3 to 8 of this undertaking.
11. Subject to the exceptions in paragraph 8.2 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 or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of the Proceedings or upon receiving a notice in accordance with paragraph 8.1 of the order.

12. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Confidential Information that I do not destroy and continue to hold.
13. Nothing in these undertakings shall prevent or prohibit the owner of the Confidential Information from taking any action in relation to that information, which they would otherwise be entitled to take.
14. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in this Order, or has been authorised in writing by the relevant disclosing Party, or subject to the conditions in paragraph 10.3 of the order that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Name:

Date:

PART D

UNDERTAKING (TO BE PROVIDED BY OUTER CONFIDENTIALITY RING MEMBERS)

In respect of any Confidential 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. The defined terms in this order are used in this part D.

I, **[name]**, of **[company]** being **[legal or other qualification or position]** undertake to the Tribunal and each of the Parties as follows:

1. I have read a copy of the Tribunal's order of 14 January 2025 and understand the terms of that order and the implications of giving this undertaking.
2. I have read Rules 101 and 102 and Civil Procedure Rule 31.22 and am aware of and will comply with the obligations imposed by those provisions.
3. I will treat all Confidential Information made available to me for the purpose of the Proceedings as secret and confidential.
4. Except as expressly contemplated by the Confidentiality Terms, I will not disclose, refer, use, copy, reproduce or otherwise distribute or disseminate 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 Outer Confidentiality Ring Information only for the purpose of the 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. 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.
7. The production of further copies by me of the Documents containing Outer Confidentiality Ring Information shall be limited to those reasonably required for the use of the Outer Confidentiality Ring Members for the purposes of the Proceedings only and shall be held in accordance with paragraphs 3 to 6 of this undertaking.
8. Subject to the exceptions in paragraph 8.2 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 or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of the Proceedings or upon receiving a notice in accordance with paragraph 8.1 of this order.
9. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Confidential Information that I do not destroy and continue to hold.
10. Nothing in these undertakings shall prevent or prohibit the owner of the Confidential Information from taking any action in relation to that information, which they would otherwise be entitled to take.
11. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in this order, or has been authorised in writing by the relevant disclosing Party, or subject to the conditions in paragraph 10.3 of the order that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Name:

Date: