



IN THE COMPETITION APPEAL TRIBUNAL

Claim Nos: 1296/5/7/18 etc.

BETWEEN:

THE CLAIMANTS IN THE BOOTS PROCEEDINGS

Boots Claimants

THE CLAIMANTS IN THE DS SMITH PROCEEDINGS

DS Smith Claimants

-and-

THE CLAIMANTS REPRESENTED BY EDWIN COE LLP

Edwin Coe Claimants

(as set out in Appendix 1 to this Order)

ORDER (CONFIDENTIALITY RING)

UPON the terms of this Order as set out below having been agreed between the Parties;

AND UPON each of the persons named in Parts A and B of the Schedule to this Order giving a written undertaking to the Tribunal in the terms of Parts C or D respectively of the Schedule to this Order prior to receiving any Confidential Information (as defined below);

IT IS ORDERED BY CONSENT THAT:

1. DEFINITIONS

1.1. For the purposes of this Order:

- (a) **“Common Disclosure”** means any document which has been disclosed to one or more Defendants in Haulage Customers’ Proceedings or in any proceedings in which Edwin Coe LLP represented the Claimant(s) identified in Appendix 1.
- (b) **“Confidential Information”** means Inner Confidentiality Ring Information and/or Outer Confidentiality Ring Information.
- (c) **“Haulage Customers’ Proceedings”** means one or more of the Boots Proceedings or the DS Smith Proceedings as set out in Appendix 1 to this Order.
- (d) **“Inner Confidentiality Ring Information”** means:
 - (i) documents or information provided by a Party (the **“disclosing Party”**) to the other Party, including any part of those documents and any information contained within those documents which:
 1. the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 6 of this Order; or
 2. are designated as Inner Confidentiality Ring Information by the Tribunal; and
 - (ii) documents such as:
 1. working documents created by the receiving Party or its advisers or experts;
 2. inter-partes correspondence;
 3. documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 4. transcripts prepared by a third party service provider,

which contain or refer to the content of the documents/information provided under (i).

For the avoidance of doubt, redacted versions of the documents described at (ii) above are not Inner Confidentiality Ring Information if they have been redacted so that they no longer contain or refer to the content of the documents/information provided under (i).

(e) **“Inner Confidentiality Ring Members”** are:

- (i) 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 5.1 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part C of the Schedule to this Order and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 5.1 below) where the Proposing Party has complied with paragraph 5.1(c)(ii);
- (ii) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (i) above, 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
- (iii) 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 (i) 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 in writing to the other Party, 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.

(f) **“Outer Confidentiality Ring Information”** means:

(i) documents or information provided by a Party (the **“disclosing Party”**) to the other Party, including any part of those documents and any information contained within those documents which:

1. the disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 6 of this Order; or
2. are designated as Outer Confidentiality Ring Information by the Tribunal; and

(ii) documents such as:

1. working documents created by the receiving Party or its advisers or experts;
2. inter-partes correspondence;
3. documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
4. transcripts prepared by a third party service provider,

which contain or refer to the content of the documents/information provided under (i).

For the avoidance of doubt, redacted versions of the documents described at (ii) above are not Outer Confidentiality Ring Information if they have been redacted so that they no longer contain or refer to the content of the documents/information provided under (i).

(g) **“Outer Confidentiality Ring Members”** are:

- (i) Inner Confidentiality Ring Members; and
 - (ii) 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 5.1 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part D of the Schedule to this Order, and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 5.1 below) where the Proposing Party has complied with paragraph 5.1(c)(ii);
 - (iii) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (ii) above, 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
 - (iv) 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 (ii) 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 in writing to the other Party, 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.
- (h) **“Party”** means either; (a) one or more Claimants in Haulage Customers’ Proceedings or; (b) one or more Claimants represented by Edwin Coe LLP as identified in Appendix 1 (as the context requires); and **“Parties”** means both of those parties.
- (i) **“these proceedings”** means the proceedings commonly referred to as the *“Second Wave Trucks Proceedings”* wherein the Tribunal is collectively case

managing claims in which the claimant relies on the decision of the European Commission dated 19 July 2016 in Case AT.39824 – Trucks.

2. INNER CONFIDENTIALITY RING INFORMATION

2.1. Inner Confidentiality Ring Information 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 is to be provided or made available only to Outer Confidentiality Ring Members, to be held by them on the terms as set out in:

- (a) 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
- (b) 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. For the avoidance of doubt, nothing in this Order or in its Schedule applies to documents and/or information received by a Party other than under the terms of this Order.

4.2. Any Inner Confidentiality Ring Member or Outer Confidentiality Ring Member may discuss any Confidential Information with any individual of or acting for any Defendant in these proceedings who has the same confidentiality status – meaning an ‘Inner Confidentiality Ring Member’ or ‘Outer Confidentiality Ring Member’ (as applicable) as defined in either Party’s confidentiality ring order binding that Defendant – provided that the Confidential Information in question is Common Disclosure.

4.3. Where a Party (the “**Disclosing Party**”) discloses Inner Confidentiality Ring Information or Outer Confidentiality Ring Information to the other Party, the other

Party can, unless otherwise stated by the Disclosing Party, assume that the information is Common Disclosure to all Defendants in these proceedings, and the other Party will not violate this Order by sharing Inner Confidentiality Ring Information with any individual of or acting for any Defendant whose is a member of the inner confidentiality ring between that Defendant and the other Party or by sharing Outer Confidentiality Ring Information with any individual of or acting for any Defendant whose is a member of the inner or outer confidentiality ring between that Defendant and the other Party.

5. ADDITIONS TO 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 (which shall include, but shall not be limited to, any additional expert witness):

- (a) it 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;
- (b) following receipt of a notice pursuant to paragraph 5.1(a) above, the Receiving Party shall not unreasonably withhold or delay their 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 4 working days that they so object;
- (c) if express consent is given by the Receiving Party, or the Receiving Party fails to give express consent and fail to give written notice of objection within the 4 working day period specified in paragraph 5.1(b) above:
 - (i) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as appropriate) of the Schedule to this Order; and
 - (ii) the Proposing Party concerned will provide the written undertaking referred to in paragraph 5.1(c)(i) above and an amended version of Part

A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Party;

- (d) if any objection referred to in paragraph 5.1(b) above is received, the Proposing Party may apply to the Tribunal and give notice of such application to the Receiving Party.

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 Tribunal and the other Party. The Party will also comply with paragraph 8.1.

6. DESIGNATION OF DOCUMENTS/INFORMATION

6.1. A Party providing a document/information to the other Party may designate that the document/information is: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.

6.2. Designation of a document/information as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the Party receiving the document/information.

6.3. A designation of not confidential means that the document/information is not Confidential Information.

6.4. Failure to provide a designation for a document/information at the time the document/information is provided shall be deemed to be a designation that the document/information in question is not confidential.

6.5. A Party receiving documents/information from the other Party may request that the disclosing Party amend the designation of a document/information that it has provided (including amendment to a designation of not confidential):

- (a) that requesting Party must provide a written request to the disclosing Party specifying the following:

- (i) the relevant Confidential Information;
 - (ii) the designation the requesting Party believes is appropriate; and
 - (iii) why it is reasonable and necessary for the designation of the Confidential Information to be amended;
- (b) the disclosing Party may consent in writing to amend the designation of Confidential Information, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 14 days of having initially received the written request referred to at paragraph 6.5(a) above; and
- (c) should the consent referred to in paragraph 6.5(b) above not be obtained, the requesting Party may apply to the Tribunal for an order 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 notice is given of that application to the other Party.

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

- 7.1. For the avoidance of doubt, nothing in this Order prevents a Party, its advisors or experts from sharing Confidential Information of that Party.
- 7.2. A Party that receives Confidential Information may request that:
 - (a) 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
 - (b) certain Inner Confidentiality Ring Information is to be provided or made available to one or more Outer Confidentiality Ring Members.

7.3. If a Party wishes such Confidential Information to be provided or made available to such persons:

- (a) it shall notify and request the express written consent of the other Party, and when requesting such written consent specify 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) 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);
- (b) following receipt of a notice pursuant to paragraph 7.3(a) above, a recipient of any such notice shall not unreasonably withhold or delay their consent and if any such recipient objects to Confidential Information being provided or made available to the proposed person, they shall notify the requesting Party in writing within 14 days that they so object;
- (c) if express consent is given by the recipient(s) of any notice under paragraph 7.3(a) or the recipient(s) (or any of them) fail to give express consent and fail to give written notice of objection within the 14 day period specified in paragraph 7.3(b) above:
 - (i) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as appropriate) of the Schedule to this Order, as amended to list the specific documents that are to be provided or made available to them; and
 - (ii) the Party concerned will provide the written undertaking referred to in paragraph 7.3(c)(i) above to the Tribunal and other Party;

7.4. If any objection referred to in paragraph 7.3 above is received, the requesting Party may apply to the Tribunal and give notice of such application to the other Party.

8. COPIES OF CONFIDENTIAL INFORMATION

- 8.1. Subject to the exception in paragraph 8.2 below, at the conclusion of these proceedings or when an individual ceases to be involved in these proceedings, copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) shall continue to be treated in accordance with this Order unless a Party confirms in writing to the other Party that the relevant copies of the Confidential Information have been destroyed or made inaccessible. For the avoidance of doubt, any Party that has not confirmed the destruction or inaccessibility of all or any copies of Confidential Information shall continue to treat such copies of Confidential Information in accordance with the terms of this Order.
- 8.2. Paragraph 8 does not apply to a Party in respect of the Confidential Information it provided.

9. UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 9.1. In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, lawyers for the improperly disclosing Party shall immediately notify the improper recipient(s) and the lawyers for the other Party of all the pertinent facts, and the improperly disclosing Party shall use its best endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s) thereof and securing the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

10. DISCLOSURE PURSUANT TO COURT ORDER

- 10.1. 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 party subject to that order shall immediately give written notice to the other Party. If the Party which provided the Confidential Information does not take steps to prevent the further disclosure of such Confidential Information within ten days of the date on which such written notice was given, the Party subject to the order 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

only applies to a Party who is the recipient of Confidential Information and does not apply to the Party which provides the Confidential Information .

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

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

11.2. There shall be liberty to apply, which shall be on notice to the other Party.

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:

(a) Notices for the Boots Claimants shall be marked for the attention of:

Email addresses: BootsTrucks@fieldfisher.com

Reference: UK01-2018064.00001

(b) Notices for the DS Smith Claimants shall be marked for the attention of:

Email addresses: DSSmithTrucks@fieldfisher.com

Reference: UK01-1725613.70055

(c) Notices for the Edwin Coe Claimants shall be marked for the attention of:

Email addresses: truck.claims@edwincoe.com

Reference: TRS.0029.0001

The Honourable Lord Ericht
Chair of the Competition Appeal Tribunal

Made: 30 January 2025
Drawn: 5 February 2025

This part contains the names of Inner Confidentiality Ring Members:

PART A

This part contains names of Outer Confidentiality Ring Members (excluding Outer Confidentiality Ring Members who are also Inner Confidentiality Ring Members):

PART B

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 **[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 dated [date] and understand that Order and the implications of giving this undertaking.
- 2 I have read rule 31.22 of the Civil Procedure Rules 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 (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 (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, 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 Inner 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 exception in paragraph 8.1 of the Order, and to the extent permitted by law, at the conclusion of these proceedings or when I cease to be involved in these proceedings, any and all copies of Confidential Information which are within my control will continue to be treated in accordance with this Order unless I confirm in writing to the other Parties that the relevant copies of the Confidential Information have been destroyed or made inaccessible.

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 [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 [date] and understand that Order and the implications of giving this undertaking.
- 2 I have read rule 31.22 of the Civil Procedure Rules 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 (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, 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 shall be held in accordance with paragraph 4 of this undertaking.
- 7 Subject to the exceptions in paragraph 8.1 of the Order, and to the extent permitted by law, at the conclusion of these proceedings or when I cease to be involved in these proceedings, any and all copies of Confidential Information which are within my control will continue to be treated in accordance with this Order unless I confirm in writing to the other Parties that the relevant copies of the Confidential Information have been destroyed or made inaccessible.

Signed:

Name:

Date:

APPENDIX 1: Boots Claimants, DS Smith Claimants and Edwin Coe Claimants

Case Number	Case Name
Boots Claimants	
1616/5/7/23 (T)	Boots & Others v. Traton & Others
DS Smith Claimants	
1343/5/7/20 (T)	DS Smith Paper Limited & Others v MAN SE & Others
Edwin Coe Claimants	
1417/5/7/21 (T)	Dan Ryan Truck Rental Limited & Others v DAF Trucks Limited & Others
1420/5/7/21 (T)	A to Z Catering Supplies Limited & Others v DAF Trucks Limited & Others
1338/5/7/20 (T)	Adnams PLC & Others v DAF Trucks Limited & Others
1594/5/7/23 (T)	GAP Group Limited and Another v DAF Trucks Limited and Others
1610/5/7/23 (T) (formerly CP- 2022- 000041)	Rowleys of Northwich Limited and others v DAF Trucks Limited and others
1607/5/7/23 (T) (formerly CP- 2022- 000042)	Wincanton Holdings Limited and another v DAF Trucks Limited and others
1608/5/7/23 (T) (formerly CP- 2022- 000043)	Adnams PLC and others v DAF Trucks Limited and others
1609/5/7/23 (formerly CP- 2022- 000048)	SP0117 Limited (as Assignee) and another v DAF Trucks Limited and others