



**IN THE COMPETITION**  
**APPEAL TRIBUNAL**

**Case No: 1538/5/7/22(T) – 1566/5/7/22(T)**

BETWEEN:

THE PURSUERS TO THE CLAIMS LISTED IN PART A OF THE SCHEDULE

Pursuers

- v -

THE DEFENDERS TO THE CLAIMS LISTED IN PART A OF THE SCHEDULE

Defenders

-and-

THE THIRD PARTIES TO THE CLAIMS LISTED IN PART A OF THE SCHEDULE

Third Parties

-and-

(1) SUEZ GROUPE SAS AND OTHERS (CLAIMANTS IN CASE NO. 1292/5/7/18(T))  
("Suez")

-and-

(2) VEOLIA ENVIRONNEMENT S.A. AND OTHERS (CLAIMANTS IN CASE NO.  
1293/5/7/18(T)) ("Veolia")

Suez and  
Veolia Third  
Parties

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**CONSENT ORDER**

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**UPON** the Order made by the Tribunal on 18 March 2024 and amended on 17 December 2024 imposing a confidentiality ring ("the Scottish Pursuers' CRO")

**AND UPON** the Suez and Veolia Third Parties having given disclosure of certain documents in

cases numbered 1292/5/7/18(T) and 1293/5/7/18(T) subject to the terms of Re-Re-Amended Confidentiality Ring Orders made in each of those cases on 18 December 2020 (the “VS CROs”), such documents being more fully described in correspondence between the parties’ solicitors to date (“the Suez and Veolia UK disclosure”)

**AND UPON** the Fourth Third Party, Mercedes-Benz Group AG (formerly known as Daimler AG) (“Daimler”), not having been a party to cases numbered 1292/5/7/18(T) and 1293/5/7/18(T) and so therefore not being a signatory to this Consent Order

**AND UPON** the Tribunal having made the Reasoned Order (Rule 102) on 21 March 2024

**AND UPON** the Pursuers having requested that the Defenders and Third Parties disclose copies of certain documents within the Suez and Veolia UK disclosure, such documents being identified in correspondence between the parties’ solicitors (“the selected Suez and Veolia UK disclosure”) in the claims listed at Part A of the Schedule

**AND UPON** the Defenders and Third Parties (excluding Daimler) requiring the consent of the Suez and Veolia Third Parties pursuant to the the terms of the VS CROs and the Suez and Veolia Third Parties providing consent subject to the terms of this Consent Order

**AND UPON** the agreement of the Pursuers, Defenders, Third Parties (excluding Daimler) and Suez and Veolia Third Parties

**AND HAVING REGARD TO** the Tribunal’s powers under Rules 53 and 102(3) of the Competition Appeal Tribunal Rules 2015

**BY CONSENT IT IS ORDERED THAT:**

1. Paragraph 1.1(j) is amended as follows:

*“**Party**” or “**Parties**” means Scania or a party to these proceedings, including (for the avoidance of doubt) any Third Parties. Where an other party – who was not an existing party to these proceedings - discloses or does not object to the disclosure of documents / information into these proceedings (including if disclosure is made into the proceedings via an existing party), that other party will be considered a “Party” and a “disclosing*

*Party" for the purposes of this order and to the fullest extent required to protect its Confidential Information in these proceedings, and, for the avoidance of doubt, can apply to enforce the terms of this order or seek any other appropriate remedy."*

2. Solely for the purpose of permitting disclosure of the selected Suez and Veolia UK Disclosure in the claims listed at Part A of the Schedule, paragraphs 9.3 (c) and 11 of the VS CROs do not apply to the Defenders and Third Parties but continue in full effect for all other purposes.
3. The Defenders and Third Parties (excluding Daimler) are to disclose the selected Suez and Veolia UK Disclosure to the Pursuers pursuant to the terms of the the Scottish Pursuers' CRO within 1 business day of the Suez and Veolia Third Parties agreeing the scope of the material that is to be disclosed by the Defenders and Third Parties (excluding Daimler), including the identity of any witness statements together with the redactions required to those statements prior to disclosure.
4. The Suez and Veolia Third Parties are to provide the confirmations referred to in paragraph 3 hereof by no later than 19June 2025.
5. Upon disclosure in the claims listed at Part A of the Schedule, the selected Suez and Veolia UK Disclosure is automatically designated Inner Confidentiality Ring Information within the meaning of the Scottish Pursuers' CRO at the request of the Suez and Veolia Third Parties.
6. The Pursuers have permission to use the selected Suez and Veolia UK Disclosure only for the purpose of the claims listed at Part A of the Schedule.
7. The Pursuers, Defenders and Third Parties (excluding Daimler) will promptly notify the solicitors for the Suez and Veolia Third Parties of the following matters, whether occurring during the claims listed at Part A of the Schedule or after their conclusion:
  - (a) The addition of members to the Scottish Pursuers' Inner Confidentiality Ring, including their identity;

- (b) Any breach or suspected breach of the Scottish Pursuers' Inner Confidentiality Ring which concerns or may concern the Suez and Veolia UK Disclosure, including the specific documents and/or information concerned, and the steps taken to remedy such breach or suspected breach;
  - (c) The identity (name of expert, field and date) of any expert reports or other documents such as witness statements and statements of case served in the claims listed at Part A of the Schedule which incorporate, quote, mention or otherwise use information from the Suez and Veolia UK Disclosure;
  - (d) Confirmation at the conclusion of the claims listed at Part A of the Schedule (whether by settlement, judgment or howsoever) that each party has destroyed all copies of the Suez and Veolia UK Disclosure or put them beyond access; and
  - (e) Any approach by any third party during or after the claims listed at Part A of the Schedule to obtain access to the Suez and Veolia UK Disclosure, including requests to make use of the Suez and Veolia UK Disclosure in any other court or CAT proceedings, including any other claims in the Wave 2 proceedings.
8. With respect to any notice, consent or objection to be given under or in connection with this Order (each a "Notice" for the purpose of this paragraph), the following provisions apply:
- (a) Service of a Notice must be effected by email.
  - (b) Notices to the Suez and Veolia Third Parties shall be addressed as follows:  
  
Amandine Gueret (agueret@hausfeld.com)
  - (c) Notices to the Pursuers, Defenders and Third Parties shall be addressed to those email addresses listed in paragraph 14.3 of the Scottish Pursuers' CRO as appropriate.
9. The costs of and in relation to the negotiation and conclusion of this Consent Order are reserved, save that in no event will such costs be ordered against the Suez and Veolia Third Parties.

**The Honourable Mr Justice Huddleston**

Chair of the Competition Appeal Tribunal

Made: 19 June 2025

Drawn: 19 June 2025

## **PART A**

1538/5/7/22 (T) Clackmannanshire Council v VFS Financial Services Ltd & Others  
1539/5/7/22 (T) Angus Council v VFS Financial Services Limited & Others  
1540/5/7/22 (T) East Ayrshire Council v VFS Financial Services Ltd & Others  
1541/5/7/22 (T) The City of Edinburgh Council v VFS Financial Services Ltd  
1542/5/7/22 (T) East Lothian Council v VFS Financial Services Ltd & Others  
1543/5/7/22 (T) East Dunbartonshire Council v VFS Financial Services Limited  
1544/5/7/22 (T) Fife Council v VFS Financial Services Ltd & Others  
1545/5/7/22 (T) Midlothian Council v VFS Financial Services Ltd & Others  
1546/5/7/22 (T) Glasgow City Council v VFS Financial Services Ltd & Others  
1547/5/7/22 (T) Dundee City Council v VJ Stockdale and Son Limited v AB Volvo  
1548/5/7/22 (T) Scottish Water v VFS Financial Services Limited & Others  
1549/5/7/22 (T) West Lothian Council v VFS Financial Services Ltd & Others  
1550/5/7/22 (T) Perth & Kinross Council v VFS Financial Services Limited  
1551/5/7/22 (T) Stirling Council v VFS Financial Services Limited & Others  
1552/5/7/22 (T) Renfrewshire Council v VFS Financial Services Ltd & Others  
1553/5/7/22 (T) South Ayrshire Council V VFS & Others  
1554/5/7/22 (T) The North Ayrshire Council v VFS Financial Services Limited  
1555/5/7/22 (T) Western Isles Council v VFS Financial Services & Others  
1556/5/7/22 (T) West Dunbartonshire Council v VFS Financial Services  
1557/5/7/22 (T) North Lanarkshire Council v VFS Financial Services Ltd  
1558/5/7/22 (T) Scottish Borders Council v VFS Financial Services Limited  
1559/5/7/22 (T) Dundee CC & Others t/a Tayside Contracts v VFS FS Ltd & Others  
1560/5/7/22 (T) Aberdeenshire Council v VFS Financial Services Ltd & Others  
1561/5/7/22 (T) Argyll and Bute Council v VFS Financial Services Limited

1562/5/7/22 (T) East Renfrewshire Council v VFS Financial Services Limited

1563/5/7/22 (T) South Lanarkshire Council v VFS Financial Services Limited

1564/5/7/22 (T) Grahams The Family Dairy (Processing Ltd) v CNH Industrial

1565/5/7/22 (T) Grahams The Family Dairy Ltd v CNH Industrial N.V.

1566/5/7/22 (T) Graham's Dairies Limited v CNH Industrial N.V.