



**IN THE COMPETITION APPEAL TRIBUNAL**

Case No: 1433/7/7/22

**BETWEEN:**

**DR LIZA LOVDAHL GORMSEN**

**Applicant /**

**Class Representative**

**– and –**

**(1) META PLATFORMS, INC.**

**(2) META PLATFORMS IRELAND LIMITED**

**(3) FACEBOOK UK LIMITED**

**Respondents /**

**Defendants**

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**AMENDED CONFIDENTIALITY RING ORDER**

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**UPON** the Collective Proceedings Order dated 2 May 2024 in the above-named proceedings (the “**Proceedings**”);

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

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

## IT IS ORDERED BY CONSENT THAT:

- A. This Order replaces the Interim Confidentiality Ring Order dated 21 July 2022 (as amended by way of Consent Order dated 18 January 2024) in the Proceedings.
- B. Each of the persons named in Annex A to this Order having given a written undertaking pursuant to the terms of the Interim Confidentiality Ring Order dated 21 July 2022 shall continue being designated as Permitted Persons in respect of this Amended Confidentiality Ring Order, with their undertakings continuing to apply in respect of this Amended Confidentiality Ring Order.
- C. Documents and/or information which have been designated as Confidential Information pursuant to the Interim Confidentiality Ring Order shall continue being designated as Confidential Information pursuant to this Amended Confidentiality Ring Order.

## 1. DEFINITIONS

### 1.1. For the purpose of this Order:

1.1.1. **Business Day** means a day other than a Saturday or Sunday or public holiday in the United Kingdom on which banks are open in the United Kingdom for general commercial business.

1.1.2. **Class Representative** means Dr Liza Lovdahl Gormsen.

1.1.3. **Confidential Information** means:

- (a) Documents or information disclosed or provided by a Party or Parties (the “**Disclosing Party**”) in the Proceedings, including any part of those documents and any information contained within those documents, which:
  - (i) the Disclosing Party has designated as Confidential Information in accordance with paragraph 3 of this Order; or
  - (ii) are or have been designated as Confidential Information by the Tribunal; and
- (b) documents that contain or refer to the content of the documents or information provided under paragraph 1.1.3.(a) above, such as:
  - (i) working documents created by a Party or Parties 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 reflect the content of the documents/information provided under (a).

For the avoidance of doubt, redacted versions of the documents described at (a) and/or (b) above are not Confidential Information if they have been redacted so that they no longer contain or refer to Confidential Information.

1.1.4. **Defendants** means Meta Platforms, Inc., Meta Platforms Ireland Limited and Facebook UK Limited.

1.1.5. **Guide** means the Tribunal's 2015 Guide to Proceedings.

1.1.6. **Party** or **Parties** mean the Class Representative or the Defendants (or any one of them).

1.1.7. **Permitted Persons** means:

- (a) those persons listed in Annex A (as amended from time to time pursuant to paragraph 6 below or by an order of the Tribunal) that have provided a copy of their signed undertakings to all Parties and the Tribunal in the form set out in Annex B;
- (b) necessary secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors, paralegals or pupil barristers), IT, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified at (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 Annex B;
- (c) the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel); and
- (d) any external eDisclosure or litigation support provider (including transcription service providers) engaged by any Party in connection with these Proceedings to provide eDisclosure or litigation support or similar services in support of those persons identified at (a) above, who may have access to the Confidential Information as a necessary consequence of the provision of the said services and whose identity is notified to the other Parties in writing at least two (2) Business Days in advance of the Confidential Information being provided to them for the first time, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Annex B. For the avoidance of doubt, "identity" in this paragraph 1.1.7(b) refers to the identity of the provider, and not of each person working for said provider who may have access to the Confidential Information.

1.1.8. **Tribunal** means the Competition Appeal Tribunal.

## **2. CONFIDENTIAL INFORMATION**

- 2.1. Confidential Information provided in the context of the Proceedings is to be provided or made available solely to the Permitted Persons, to be held by them on the terms set out in Annex B, subject to the following paragraphs.
- 2.2. In accordance with paragraph 7.35 of the Guide, in broad terms Confidential Information is: (i) information the disclosure of which would be contrary to the public interest; (ii) commercial information, the disclosure of which by one Party to another and/or to third parties could significantly harm the legitimate business interests of the person(s) or undertaking(s) to which it relates; and/or (iii) information relating to the private affairs of an individual, the disclosure of which could significantly harm that individual's interests.
- 2.3. Confidential Information shall exclude information which is already published or generally available to the public or becomes published or generally available to the public, other than through the act or omission of a receiving Party or a Permitted Person.

## **3. DESIGNATION OF CONFIDENTIAL INFORMATION**

- 3.1. Any document containing Confidential Information shall be designated as such by the Party that introduces the document into the Proceedings. The following procedures shall apply:
  - 3.1.1. the Disclosing Party must, at the time of disclosure and/or provision in the Proceedings of a document containing Confidential Information, notify the receiving Party in writing (in compliance with paragraph 7.46 of the Guide) that it is disclosing and/or providing a document containing Confidential Information;
  - 3.1.2. a designation of 'not confidential' means that the document does not contain Confidential Information. For the avoidance of doubt, in the event of a designation of not confidential, Rule 102 continues to apply (to the extent it would otherwise have applied);
  - 3.1.3. failure to provide a designation for a document at the time the document is disclosed and/or provided means the document shall be deemed not to contain Confidential Information;
  - 3.1.4. a Party may alter the designation of a document/information to correct an incorrect designation by notice in writing to the receiving Party. The receiving Party shall not be responsible for any action taken in the meantime in good faith reliance on the original designation; and
  - 3.1.5. the designation of any document as containing Confidential Information by a Party may be challenged in accordance with paragraph 4.
- 3.2. Each Party shall be responsible for labelling and highlighting any Confidential Information in documents disclosed and/or provided by them at the time of

disclosure and/or provision (unless otherwise ordered by the Tribunal) in the following ways:

- 3.2.1. Any bundle index will state on its face that the bundle contains Confidential Information, and will specify which specific documents within the bundle contain Confidential Information and identify the Party to which the Confidential Information relates.
- 3.2.2. Where a Party has not designated an entire document as Confidential Information, square brackets must be inserted around the Confidential Information, and the Confidential Information must be highlighted in yellow or some other prominent colour (that does not obscure the information underneath it).
- 3.2.3. Each page of the document must include the header 'CONTAINS CONFIDENTIAL INFORMATION'. Where a Party has designated an entire document as Confidential Information, each page of the document must include the header 'DOCUMENT ENTIRELY CONFIDENTIAL INFORMATION'.

#### **4. CHALLENGE TO CONFIDENTIAL DESIGNATION**

- 4.1. The designation of Confidential Information by a Party may be challenged in accordance with the terms below:
  - 4.1.1. If a Party wishes to challenge the designation of Confidential Information, that Party shall write to the Disclosing Party specifying:
    - (a) the relevant document/information 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/information to be altered.
  - 4.1.2. In the event that a challenge is made, the Disclosing Party may consent in writing to alter the designation of any documents(s)/information, such consent not to be unreasonably withheld. Any response shall be given as soon as reasonably possible and in any event within five (5) Business Days of receipt of the written request referred to in paragraph 4.1.1. If the Disclosing Party does not consent to alter the designation then the Disclosing Party should give reasons for such refusal within five Business Days of receipt of the written request referred to in paragraph 4.1.1.
  - 4.1.3. If the Party challenging confidentiality wishes to maintain its challenge following receipt of the Disclosing Party's response pursuant to paragraph 4.1.2, it may apply to the Tribunal for determination of whether or not the document (or parts of it) qualifies as Confidential Information. Prior written notice of that application must be given to the other Party. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph 4.1.3 are to be dealt with on paper by the Tribunal.

For the avoidance of doubt, the initial confidentiality designation of the document(s) in question shall remain at their initial designation until the Tribunal makes its determination.

- 4.2. The Disclosing Party will be required to consider whether the designation of Documents containing Confidential Information which either Party wishes to include in the trial bundle should be maintained. Any dispute between the Parties in respect of confidentiality designation applied to Documents in the trial bundle shall be resolved at the pre-trial review hearing.
- 4.3. The deadlines in this paragraph 4 may be extended by agreement between the Parties. Consent to a request for an extension shall not be unreasonably withheld.

## **5. DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION**

- 5.1. Disclosure and inspection of any document containing Confidential Information shall be restricted to the Permitted Persons on the basis that:
  - 5.1.1. the recipient Permitted Person holds the Confidential Information on the terms set out in Annex B;
  - 5.1.2. any such Confidential Information will be treated by the Permitted Person as confidential and will be used solely for the purpose of the proper conduct of the Proceedings; and
  - 5.1.3. no such Permitted Person will, save as expressly provided for by this Order, discuss, disclose, copy, reproduce or distribute any Confidential Information.
- 5.2. Provided it is for the purpose of the proper conduct of the Proceedings, nothing in this Order shall prohibit any Permitted Person from:
  - 5.2.1. making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Confidential Information (which notes, copies, reports, submissions or other documents would themselves be Confidential Information); and
  - 5.2.2. disclosing any Confidential Information to any other person who is a Permitted Person, provided that no Confidential Information shall be directly or indirectly disclosed beyond Permitted Persons.
- 5.3. During any hearing, each Party wishing to refer to Confidential Information shall be responsible for indicating to the Tribunal that the document contains Confidential Information.
- 5.4. In the event of any disclosure of Confidential Information other than as authorised by this Order (including any unintentional or inadvertent disclosure):
  - 5.4.1. the solicitors representing the improperly disclosing Party shall immediately notify the improper recipient(s) and the solicitors for the Party which provided the Confidential Information;

- 5.4.2. 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); and
- 5.4.3. the improperly disclosing Party shall use all reasonable endeavours to secure the agreement (in writing) of the improper recipient(s) not to further disseminate the Confidential Information in any form.
- 5.5. Nothing in this Order shall prevent or prohibit a receiving Party from disclosing Confidential Information to a person who is not a Permitted Person and/or referring to such documents or information in open Tribunal insofar as any such disclosure has been authorised in writing by the Disclosing Party. In these circumstances, a receiving Party may produce such Confidential Information but shall take all reasonable measures to ensure the Confidential Information is treated in accordance with this Order.
- 5.6. 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 upon whom the order is served shall give written notice to the legal representatives of the Party which provided the Confidential Information as soon as reasonably practicable. If the Party which provided the Confidential Information in these proceedings does not take steps to prevent the further disclosure of such Confidential Information within ten (10) Business 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.
- 5.7. For the avoidance of doubt, nothing in this Order prevents a Party, its advisors or experts from sharing Confidential Information provided by that Party in the Proceedings.

## **6. ADDITION OR REMOVAL OF PERMITTED PERSONS**

- 6.1. A Party (the “**Proposing Party**”) seeking to designate an additional person as a Permitted Person must:
  - 6.1.1. seek permission in writing from the other Party (the “**Receiving Party**”) for the additional person to be designated as a Permitted Person; and
  - 6.1.2. provide details of that person’s name, role, and an explanation of why their designation as a Permitted Person is reasonable and necessary.
- 6.2. The Receiving Party shall confirm within five (5) clear Business Days of receipt of the written request referred to in paragraph 6.1 whether they consent to the additional person being designated as a Permitted Person. Such consent shall not be unreasonably withheld.
- 6.3. If the Receiving Party does not consent under paragraph 6.2 to the person being designated a Permitted Person, then the Receiving Party must provide written

reasons for why permission is refused within five (5) clear Business Days of receipt of the written request referred to in paragraph 6.1.

- 6.4. If express consent under paragraph 6.2 is given by the Receiving Party, or the Receiving Party raises no objection in accordance with paragraph 6.3 above within five (5) clear Business Days of receipt of the written request, the additional person shall be required to sign the undertakings at Annex B and provide a copy of the signed undertakings to the Receiving Party and the Tribunal. They will then be designated as a Permitted Person.
- 6.5. If an objection referred to in paragraph 6.3 above is received, the Proposing Party may apply to the Tribunal, provided written notice of such application is given to the other Party. The additional person will become a Permitted Person if the Tribunal so orders. Such additional person shall sign the undertakings at Annex B and provide a copy of the signed undertakings to the Receiving Party and the Tribunal.
- 6.6. If a Party wishes to remove a person as a Permitted Person, that Party shall notify the other Party. The Party must also comply with paragraph 7 (subject to paragraph 7.3) by requiring the person to be removed to immediately destroy (insofar as technologically feasible) all Confidential Information in their possession. For the avoidance of doubt, a Party may only remove a Permitted Person from their own Party.
- 6.7. Annex A reflects the current list of individuals who are Permitted Persons, who have provided the information set out in paragraph 6.1.2 and who have signed the Annex B Undertakings and provided a copy to all Parties and the Tribunal in accordance with this paragraph.
- 6.8. The Parties shall keep Annex A updated, and shall provide an updated Annex A to the Tribunal when additional persons being designated as a Permitted Person provide the Tribunal with a copy of signed undertakings in accordance with paragraphs 6.4 and 6.5 and/or when a person is removed as a Permitted Person in accordance with paragraph 6.6. For the avoidance of doubt, there is no requirement to amend this Order when updating the Permitted Persons listed in Annex A.

## **7. COPIES OF CONFIDENTIAL INFORMATION**

- 7.1. The production of further copies of the Confidential Information shall be strictly limited to those required by the Permitted Persons to whom they are disclosed.
- 7.2. Subject to paragraph 7.3 below, at the conclusion of these proceedings or when an individual ceases to be involved in these proceedings, copies of Confidential Information (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 Parties 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.



- 7.3. Paragraph 7 does not apply to a Party in respect of the Confidential Information it provided.

## **8. NOTICES**

- 8.1. 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.

- 8.2. Service of a Notice must be effected by email.

- 8.3. Notices shall be addressed as follows:

- 8.3.1. Notices for the Class Representative shall be marked for the attention of Quinn Emanuel Urquhart & Sullivan UK LLP and sent to:

Email addresses:       katevernon@quinnemanuel.com,  
leokitchen@quinnemanuel.com,  
meganhiluta@quinnemanuel.com  
projectarrow-london@quinnemanuel.com

Reference: 10552-00001/KV/LK

- 8.3.2. Notices for the Defendants shall be marked for the attention of Herbert Smith Freehills Kramer LLP, and sent to:

Email addresses:       kim.dietzel@hsfkramer.com,  
stephen.wisking@hsfkramer.com,  
joe.williams@hsfkramer.com,  
MetaCompetitionLitigation@hsfkramer.com

Reference: 2825/4168/31049090

## **9. GENERAL PROVISIONS**

- 9.1. This Order is intended to apply unless and until superseded by subsequent order of the Tribunal.

- 9.2. Subject to any order of the Tribunal, the obligations contained in the undertakings provided pursuant to this Order and Rule 102 of the CAT Rules shall continue to apply following 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 one Party has confirmed to the other Party that all Confidential Information held by it or on its behalf has been destroyed.

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

- 9.4. This Order and any Undertakings given in relation to them 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.
- 9.5. Nothing in this Order or the Annexes to this Order shall prevent or prohibit any Permitted Persons (as may be extended from time to time) from acting in other proceedings, subject to ongoing compliance with this Order, the undertakings given pursuant to it, Rule 102 of the CAT Rules and any applicable professional obligations.
- 9.6. There shall be liberty to apply to vary the terms of this Order, if appropriate.
- 9.7. The costs of compliance with and of drafting this Order shall be costs in the case.

Mrs Justice Joanna Smith

Made: 12 August 2025

Chair of the Competition Appeal Tribunal

Drawn: 12 August 2025