

Claim nos: (as listed in the draft 2<sup>nd</sup> Group Register, publicly available from  
Atkins Thomson)

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION

IN THE MATTER OF THE MIRROR NEWSPAPERS HACKING LITIGATION

THE HONOURABLE MR JUSTICE MANN

9<sup>th</sup> July 2015

BETWEEN:

VARIOUS CLAIMANTS IN THE MANAGED LITIGATION

Claimants

-and-

MGN LIMITED

Defendant



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**ORDER**  
**"9<sup>th</sup> CMC Order"**

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**UPON** the Managing Judge having directed that there should be a Case Management Conference on 8<sup>th</sup> July 2015 ("**the 9<sup>th</sup> CMC**") in relation to the 5 remaining Managed Claims from the 1<sup>st</sup> Wave of the Litigation and in relation to the claims stayed pursuant to paragraph 3 of the Order of Mr Justice Mann of 8<sup>th</sup> July 2014

**AND UPON** considering the costs regime for the 2<sup>nd</sup> Wave of the Managed Litigation

**AND UPON** reading the 23<sup>rd</sup> and 24<sup>th</sup> Witness Statements of James Heath and the 5<sup>th</sup> Witness Statement of Keith Mathieson

**AND UPON** the Defendant undertaking to the Court that it will make no offer of settlement to any person (other than an Excluded Claimant) who asserts a claim which is or would if issued be Managed Litigation, until the date of the ATE Hearing or further order of the court. "**Excluded Claimant**" means a Claimant who on or

before 9 July 2015 had taken out After the Event insurance

**AND UPON** the Lead Solicitor agreeing that he will, on behalf of the Claimants, liaise with Temple Legal Protection in relation to the potential availability of ATE insurance with a structure whereby no premium is incurred prior to a defined date such as the expiry of written notice of 21 days or the expiry of an offer of settlement (such policy being taken out on the footing that the Defendant will be giving an undertaking that the Defendant will not seek to recover any of its costs prior to that expiry date)

**AND UPON** the Claimants agreeing to the order at paragraph 17 below solely for the purposes of this order (that is to say on the basis that paragraph 17 only lasts until the date of the ATE Hearing (as defined below)), and the Claimants' agreement to paragraph 17 is without prejudice to their right to contend at the ATE Hearing that there is no jurisdiction to make any such order that continues beyond the date of the ATE Hearing

**AND UPON** the Defendant having renewed its application for permission to appeal the Orders of 11<sup>th</sup> June 2015 in respect of the sums awarded to the 8 Representative Claimants by Appellant's Notice dated 3<sup>rd</sup> July 2015 ("*the Defendant's Appeal*")

**AND UPON HEARING** Simon Browne QC, David Sherborne and Jeremy Reed for the Claimants and Ben Emmerson QC, Matthew Nicklin QC, George McDonald and Clare Reffin for the Defendant on 8<sup>th</sup> and 9<sup>th</sup> July 2015, and on 24<sup>th</sup> July 2015

**IT IS ORDERED THAT:**

**Definitions**

1. The definitions in the 1<sup>st</sup> Order of Mr Justice Mann of 22<sup>nd</sup> January 2015 are adopted in this Order.
2. "**2<sup>nd</sup> Wave Claims**" are any claims that are on the 2<sup>nd</sup> Group Register as at the 2<sup>nd</sup> Cut-Off Date.
3. "**2<sup>nd</sup> Wave Claimants**" are any claimants to any 2<sup>nd</sup> Wave Claims.
4. "**Early Disclosure Cases**" are the cases of Jeff Brazier (HC-2015-000929), Neil Morrissey (HC-2014-002007), Emma Killick (HC-2014-002007), Amanda

Holden (HC-2015-000911), Natasha Kaplinsky (HC-2014-002008), Elizabeth Hurley (HC-2015-001124), Hugh Grant (HC-2015-000916), Kelly Hoppen (HC-2015-00930), Tina Hobley (HC-2015-000928), Hillary Perrin (HC-2015-00924), Rhys Ifans (HC-2015-00925) and Clair Dobbs (HC-2015-00926).

5. "**2<sup>nd</sup> Cut-Off Date**" means the date to be set at a subsequent CMC. In default of any such date being so set it shall be 29<sup>th</sup> February 2016.
6. "**2<sup>nd</sup> Trial**" shall mean the first trial of any of the 2<sup>nd</sup> Wave Claims, or alternatively, trial of such claims and issues in relation to the 2<sup>nd</sup> Wave Claims as determined by the Managing Judge at a subsequent CMC.
7. "**Individual Costs**" are those costs incurred for and/or in respect of any individual Claimant within the Managed Litigation of MNHL in relation to matters which are particular and personal to each such Claimant, save insofar as they are 2<sup>nd</sup> Wave Common Costs or are deemed to be 2<sup>nd</sup> Wave Common Costs or are Common Costs (as defined in the Order of Mr Justice Mann dated 4<sup>th</sup> August 2014) or are deemed to be Common Costs.
8. "**2<sup>nd</sup> Wave Common Costs**" means:
  - a. all costs of the 2<sup>nd</sup> Wave of the MNHL other than Individual Costs;
  - b. costs (which are not Individual Costs) incurred by: (1) the Lead Solicitor; (2) counsel instructed by the Lead Solicitor and the costs arising therefrom; (3) other solicitors (and costs lawyers) authorised or instructed by the Lead Solicitor, in relation to any interim or procedural hearing in the Chancery Division relating to the 2<sup>nd</sup> Trial, or in the 2<sup>nd</sup> Trial itself, or relating to the 2<sup>nd</sup> Wave of the Managed Litigation generally (whether designated as a case management conference, costs management conference, pre-trial review, summary assessment or payment on account of common costs, or otherwise, and whether comprising or including any application against one or more respondents who are not parties), save where expressly ordered to the contrary;
  - c. in the case of the Claimants, costs incurred in co-ordinating, managing, administering and conducting the 2<sup>nd</sup> Wave of the

Managed Litigation by: (1) the Lead Solicitor; (2) counsel instructed by the Lead Solicitor in relation to such matters and the costs arising therefrom; (3) other solicitors authorised or instructed by the Lead Solicitor in relation to such matters (where such authorisation or instruction is proper); and (4) any experts instructed by or on behalf of the Lead Solicitor in relation to such matters (where the court has, in the usual manner, given permission to call an expert or put in evidence an expert's report);

- d. in the case of the Defendant, costs incurred in co-ordinating, managing, administering and conducting the 2<sup>nd</sup> Wave of the Managed Litigation by: (1) their solicitors on the record; (2) counsel instructed by those solicitors in relation to such matters and the costs arising thereunder; and (3) any experts instructed by those solicitors in relation to such matters (where the court has, in the usual manner, given permission to call an expert or put in evidence an expert's report);
- e. Claimants' costs insofar as they are within the scope of the Claimants' last approved 2<sup>nd</sup> Wave Common Costs Budget (if any);
- f. Defendant's costs insofar as they are within the scope of the Defendant's last approved 2<sup>nd</sup> Wave Common Costs Budget (if any);
- g. costs incurred by: (1) the Lead Solicitor; (2) counsel instructed by the Lead Solicitor and the fees arising therefrom; (3) other solicitors (and costs lawyers) authorised or instructed by the Lead Solicitor for the purpose of budgeting 2<sup>nd</sup> Wave Common Costs and/or budgeting any template Individual Costs budgets and/or co-ordinating the budgeting of Individual Costs; and
- h. costs incurred by: (1) the Lead Solicitor; (2) counsel instructed by the Lead Solicitor and the fees arising therefrom; (3) other solicitors (and costs lawyers) authorised or instructed by the Lead Solicitor for the purpose of estimating, reporting, negotiating and/or assessing 2<sup>nd</sup> Wave Common Costs.

9. "**Periods**" means as follows: (a) the first Period shall be from 7<sup>th</sup> January

2015 up to and including 9<sup>th</sup> July 2015 ("**the First Period**"); (b) the second Period shall be from 10<sup>th</sup> July 2015 continuing until the 2<sup>nd</sup> Cut-Off Date; (c) the third Period shall be from the day after the 2<sup>nd</sup> Cut-Off Date continuing for a period of 2 calendar months; (d) subsequent periods thereafter shall each last for 2 calendar months, save for the penultimate Period which shall end on the date of the Pre-Trial Review for the 2<sup>nd</sup> Trial (and that Period may therefore be shorter than 2 months); (e) the final Period shall be from the day after the Pre-Trial Review until the date of the final order made pursuant to judgment given in the 2<sup>nd</sup> Trial. Alternatively, if there is no 2<sup>nd</sup> Trial, the final Period shall be from the day after the Pre-Trial Review continuing for a period of 2 calendar months. At the end of the final Period the Court shall give further directions in relation to the Common Costs regime. For the avoidance of doubt the beginning of the 2<sup>nd</sup> Wave Common Costs regime and the incurring of 2<sup>nd</sup> Wave Common Costs commenced from the beginning of the First Period of the 2<sup>nd</sup> Wave, namely 7<sup>th</sup> January 2015.

10. "**Managed Litigation**" means any current or future claim which, if issued, would fall within the terms of the direction of the Chancellor of the High Court of 10<sup>th</sup> March 2014.
11. "**2<sup>nd</sup> Wave of the Managed Litigation**" shall consist of 2<sup>nd</sup> Wave Claims.

### **Costs Regime**

12. In the event of there being uncertainty as to whether particular costs (whether incurred or prospective) are Individual Costs or 2<sup>nd</sup> Wave Common Costs, the parties have liberty to apply to the Managing Judge to allocate those costs.
13. The liability of each Party for and each Party's entitlement to recover costs shall be several and not joint.
14. Unless the Court orders otherwise:
  - a. For the purpose of the recovery of any 2<sup>nd</sup> Wave Common Costs between the parties in the 2<sup>nd</sup> Wave of the Managed Litigation of MNHL:
    - i. by a Claimant, the recoverable costs of the Claimant shall be such share of the 2<sup>nd</sup> Wave Common Costs of the Claimants together as determined below;

- ii. by the Defendant, the recoverable costs of the Defendant against a Claimant shall be such a share of the 2<sup>nd</sup> Wave Common Costs of the Defendant as determined below.
- b. For the purpose of the share of 2<sup>nd</sup> Wave Common Costs:
  - i. Any Claimant on the 2<sup>nd</sup> Group Register shall be deemed to have been on the 2<sup>nd</sup> Group Register from the beginning of the First Period; save that any Claimant who by the 2<sup>nd</sup> Cut-Off Date:
    - a. has not served a Claim Form on the Defendant, and/or
    - b. has not entered into a costs sharing agreement as required by the Lead Solicitor,shall be deemed never to have been on the 2<sup>nd</sup> Group Register.
  - ii. Any Claimant who is removed from the 2<sup>nd</sup> Group Register pursuant to paragraph 16 of the Order of Mr Justice Mann of 22<sup>nd</sup> January 2015 shall be deemed to have been removed from it at the end of the Period during which he or she was removed.
- c. The share of the 2<sup>nd</sup> Wave Common Costs referred to above will be calculated (whether for a Claimant or the Defendant) on the basis of the aggregate across all Periods for which the relevant Claimant is deemed to have been on the 2<sup>nd</sup> Group Register for each Period divided by the total number of Claimants deemed to have been on the 2<sup>nd</sup> Group Register for that Period.
- d. Any Claimant may cease to be on the 2<sup>nd</sup> Group Register at any time by notice served on the Lead Solicitor and the Defendant. For the purpose of the share of 2<sup>nd</sup> Wave Common Costs, a Claimant shall be deemed to be on the 2<sup>nd</sup> Group Register until the end of the Period during which the notice is given.
- e. In respect of cases which settle after service of the Claim Form, for

the purpose of the share of 2<sup>nd</sup> Wave Common Costs, a Claimant shall be deemed to be on the 2<sup>nd</sup> Group Register until the end of the Period in which the settlement order in their claim is made. For the avoidance of doubt, a Claimant who settles before service of the Claim Form is not entitled to a share of the 2<sup>nd</sup> Wave Common Costs.

- f. For the avoidance of doubt any Claimant who is on the 2<sup>nd</sup> Group Register following the 2<sup>nd</sup> Cut-Off Date and whose claim is discontinued or whose claim is dismissed by an order of the court whereby that Claimant is ordered to pay the Defendant's costs shall, for the purpose of any share of 2<sup>nd</sup> Wave Common Costs, be deemed to be on the 2<sup>nd</sup> Group Register until the end of the Period during which the claim is discontinued or the claim is dismissed as the case may be.
- g. If in any Period a Claimant discontinues his/her claim against the Defendant then, unless the court orders otherwise, he/she will be liable at that point for the Defendant's Individual Costs in respect of that claim. If a Claimant's claim is dismissed by an order of the court whereby that Claimant is ordered to pay the Defendant's costs then he/she will be liable at that point for the Defendant's Individual Costs in respect of that claim. The liability for 2<sup>nd</sup> Wave Common Costs in any discontinued or dismissed claim shall be determined following the 2<sup>nd</sup> Trial, with permission to apply if such a trial does not take place.
- h. If in any Period a Claimant compromises his/her claim with the Defendant on terms which provide for the Defendant to pay to that Claimant their costs (including by acceptance of a Part 36 offer) then that Claimant shall be entitled to recover his/her share of the Claimants' 2<sup>nd</sup> Wave Common Costs to the end of the Period during which the settlement order is made (as calculated in accordance with this order), in addition to his/her Individual Costs.
- i. No order shall be made which is contrary to the provisions of this paragraph other than by application notice. The Lead Solicitor shall be given 3 clear days' notice of any such application.

15. For the avoidance of doubt:

- a. the recoverable costs of a Claimant shall include costs falling within

the scope of paragraph 8(h) above in which such Claimant has an interest notwithstanding that he/she no longer appears on the 2<sup>nd</sup> Group Register, and the share of each Claimant of such costs shall be calculated by dividing the aggregate of such costs by the number of Claimants with an interest therein; and

- b. this order does not deal with any common costs of detailed assessment of individual costs and any order affecting any such common costs shall be made by the costs judge.

16. Unless otherwise ordered, where 2<sup>nd</sup> Wave Common Costs are ordered to be paid, any detailed assessment of those costs shall not take place prior to the conclusion of the 2<sup>nd</sup> Trial. In any case the provisions of CPR 44.2(8) shall apply to enable appropriate payments on account of costs to be made from time to time as the court shall direct.

#### **ATE Insurance and Premium**

17. Unless otherwise ordered by the Managing Judge, any Claimant, save for the Excluded Claimants, shall not be entitled to recover any After the Event insurance premium incurred in respect of a policy taken out after the date of this Order and up to and including the date of the ATE Hearing, insofar as the premium covers any liability for the Defendant's costs for any period up to and including the date of the ATE Hearing.

18. The Claimants, acting by the Lead Solicitor, and the Defendant, shall, endeavour to agree a one way costs shifting order. The matter will come before the Managing Judge on a date between 22<sup>nd</sup> and 24<sup>th</sup> July 2015, on the same date that the Managing Judge will be determining the issue of Mr Yentob's share of the Common Costs, to approve an agreed one-way costs shifting order or to determine whether any such order should be made (***the ATE Hearing***).

19. If the parties have not agreed a one-way costs shifting order, the Defendant shall, at least 2 clear working days prior to the ATE Hearing, provide the Lead



Solicitor with a draft of the one-way costs shifting order that it will be seeking at the ATE Hearing.

### **Common Costs Budgeting**

20. The Claimants and the Defendant shall, by 7pm on 14<sup>th</sup> August 2015, file and exchange 2<sup>nd</sup> Wave Common Costs budgets in the format of Precedent H with the following categories: (1) coordination costs per month; (2) costs of CMCs per CMC; (3) costs of costs management hearings per costs management hearing; and (4) such other common costs work that is currently reasonably foreseeable to be done during the period from the date of this Order up to and including the 10<sup>th</sup> CMC. The budgets shall report the 2<sup>nd</sup> Wave Common Costs incurred in each of these categories. For the avoidance of doubt, the budgets shall include the incurred 2<sup>nd</sup> Wave Common Costs up to and including 31<sup>st</sup> July 2015.
21. The parties' costs teams shall meet by 1<sup>st</sup> September 2015, and shall attempt to agree the aforesaid 2<sup>nd</sup> Wave Common Costs budgets or narrow the issues for determination by the Court by no later than 8<sup>th</sup> September 2015.
22. If the aforesaid 2<sup>nd</sup> Wave Common Costs budgets are agreed they shall be lodged with the Managing Judge's clerk, inviting them to be approved in that form. The Lead Solicitor shall forthwith take out a listing appointment for a costs management hearing to determine the aforesaid 2<sup>nd</sup> Wave Common Costs budgets, to take place before the Managing Judge sitting with Chief Master Marsh, with a time estimate of 1/2 day not before 1<sup>st</sup> October 2015.

### **Directions for Remaining 1<sup>st</sup> Wave Managed Claims**

23. The five 1<sup>st</sup> Wave Managed Claimants shall, subject to paragraph 16 of the Order of Mr Justice Mann dated 22<sup>nd</sup> January 2015, be entered on the 2<sup>nd</sup> Group Register and thereafter become 2<sup>nd</sup> Wave Claims.
24. The Claimant John Thomson (HC13B05284) shall, by 5pm on 9<sup>th</sup> October 2015, serve Amended Particulars of Claim in accordance with the directions given in Paragraph 33 below.
25. The Defendant shall, by 5pm on 6<sup>th</sup> November 2015, serve an Amended Defence.

26. The five 1<sup>st</sup> Wave Managed Claimants shall serve Early Disclosure Letters in accordance with paragraph 30 below by 5pm on 14<sup>th</sup> August 2015.

### **Service of claim forms in 2<sup>nd</sup> Wave Claims**

27. The stay imposed by paragraph 3 of the Order of Mr Justice Mann of 8<sup>th</sup> July 2014, and continued by paragraph 4 of the Order of Mr Justice Mann of 11<sup>th</sup> June 2015, is hereby lifted as at the date of this Order. Any Claimant with a Mirror Hacking Claim issued before the date of this Order who wishes to be included as a 2<sup>nd</sup> Wave Claimant shall serve his/her Claim Form on the Defendant by 5pm on 14<sup>th</sup> August 2015 ("**the 2<sup>nd</sup> Wave (Phase 1) Claimants**"), failing which their claim shall be stayed immediately after that deadline with liberty to apply. Claimants with Mirror Hacking Claims issued after the date of this Order, and who enter into a costs sharing arrangement as required by the Lead Solicitor, are referred to as "**the 2<sup>nd</sup> Wave (Phase 2) Claimants**".
28. On the same day that any 2<sup>nd</sup> Wave Claimant serves his/her Claim Form on the Defendant, that Claimant must provide a copy of the Claim Form and the details set out in paragraph 14 of the Order of Mr Justice Mann of 22<sup>nd</sup> January 2015 to the Lead Solicitor.
29. Any 2<sup>nd</sup> Wave Claimant who fails, within 7 days of serving his/her Claim Form, to enter into a costs sharing agreement as required by the Lead Solicitor shall have his/her claim stayed forthwith, with liberty to apply.

### **Early Disclosure Regime**

30. Together with service of his/her Claim Form, each Claimant shall (save in the Early Disclosure Cases where such information has already been provided) serve a letter ("**Early Disclosure Letter**") upon the Defendant, such letter to be copied to the Lead Solicitor, setting out the following information:
- a. A confirmation that he/she has entered a costs sharing arrangement as required by the Lead Solicitor;
  - b. The mobile telephone number(s) of the Claimant during the period from 1998 to 2010 inclusive ("**the Relevant Period**");

- c. An outline of the nature of the remedies he/she seeks; and
- d. The mobile telephone number(s) of not more than 4 person(s) associated with the Claimant during the Relevant Period ("**Associates**").

For the avoidance of doubt, each of the Early Disclosure Cases is limited to a total of 4 Associates, regardless of whether the details for such Associates have already been provided or are supplemented by an Early Disclosure Letter.

31. The Defendant shall disclose to each 2<sup>nd</sup> Wave (Phase 1) Claimant (by provision of copies to the Claimant's Solicitor and the Lead Solicitor) as soon as reasonably practicable (and if possible on a rolling basis) and in any event by 5pm on 18 September 2015, except in the Early Disclosure Cases where it shall be disclosed by 5 pm on 7<sup>th</sup> August 2015, the following documents ("**Early Disclosure**"):

- a. Call Data for the Relevant Period (howsoever stored, including call records, call traffic, telephone account or billing data, or similar information), including records of calls made from the Defendant's landline telephone system and/or from the mobile telephones of its employees or agents, in relation to all the mobile telephone number(s) provided to the Defendant in the Early Disclosure Letter, with such material to be disclosed in electronic Excel or CSV format;
- b. Invoices to the Defendant relating to inquiries made of or by Media Investigations, Law and Commercial, Southern Investigations, Avalon Enquiry Bureau, Trackers UK Limited, Express Locate International Limited, and TDI (International) Limited in the Relevant Period relating to the Claimant and/or any Associates (such material may be provided in PDF format); and
- c. Each and every article that was published in the Daily Mirror (or the Mirror), the Sunday Mirror, and/or the Sunday People (or the People) in the Relevant Period which refers to the Claimant, insofar as such articles are on the Defendant's internal databases.

32. The Defendant shall disclose the Early Disclosure to each 2<sup>nd</sup> Wave (Phase 2) Claimant (by provision of copies to the Claimant's Solicitor and the Lead

Solicitor) in accordance with the following timetable:

- a. The Defendant shall serve the Early Disclosure by the later of the following:
  - i. 28<sup>th</sup> October 2015;
  - ii. within 28 days of service of the Early Disclosure Letter.

### **Service of Pleadings in 2<sup>nd</sup> Wave Claims**

33. Each Claimant shall serve his/her Particulars of Claim on the Defendant, with a copy to the Lead Solicitor, as soon as reasonably practicable and in any event by no later than 5pm on the date 42 days after Early Disclosure has been provided to the Claimant. The Particulars of Claim may plead matters of background by reference to the Judgment of Mr Justice Mann dated 21<sup>st</sup> May 2015 and shall otherwise contain the following material:

- b. identification of acts of privacy infringement relied upon, including articles published by the Defendant;
- c. particulars of the private information relied upon in relation to each of the pleaded articles;
- d. particulars of any damage; and
- e. identification of the remedies sought.

34. The Defendant shall serve any Defence on the Claimant, with a copy to the Lead Solicitor, by no later than 5pm on the date 42 days after service of Particulars of Claim.

35. Unless the Court otherwise orders, after service of the Defence in a claim, no further statements of case shall be served in that claim.

### **Case Management Conference**

36. There shall be a Case Management Conference ("**the 10<sup>th</sup> CMC**") to be fixed for not before 31<sup>st</sup> January 2016, with a time estimate of 2 days, to consider the following matters and to give further directions in the 2<sup>nd</sup> Wave of the Managed Litigation generally:

- a. Considering the nature of any common issues that appear to arise in the 2<sup>nd</sup> Wave Claims, determining the appropriate form of the 2<sup>nd</sup> Trial (including whether to select and try further representative cases) and fixing a date for such trial, and/or determining how all the 2<sup>nd</sup> Wave Claims are to be tried;
- b. The fixing of a 2<sup>nd</sup> Cut-Off Date;
- c. Individual and Common Costs budgeting;
- d. Directions for any further statements of case, EDQs, agreement of keyword searches, disclosure and witness statements in the 2<sup>nd</sup> Wave Claims;
- e. Directions leading up to the 2<sup>nd</sup> Trial; and
- f. Setting dates for further CMCs and the Pre-Trial Review.

The parties have liberty to apply to fix an earlier 10<sup>th</sup> CMC, depending upon the progress of the Defendant's Appeal.

### **Template Order for Settlement of Claims**

37. On the acceptance of a Part 36 offer in this litigation, or upon any other settlement whereby the Defendant agrees to pay the Claimant's costs, the order for costs shall include, but not be limited to, the following form of words unless the Court otherwise orders (with any such application to be on at least 14 days written notice to the Lead Solicitor):

*"1. The Defendant shall pay the Claimant's costs of the claim, to be subject to detailed assessment on the standard basis if not agreed. For the avoidance of doubt, the costs of the claim shall include the Claimant's costs (or where appropriate the Claimant's share of the costs) of any successful application for non-party disclosure or Norwich Pharmacal relief, save to the extent that such costs have already been recovered from a respondent to such an application. Where, in successfully bringing such an application, the Claimant was ordered to pay a respondent's costs, the costs of the claim shall also include the reasonable costs which the Claimant has paid or is liable to pay to the respondent.*

*2. The Defendant shall pay the Claimant's Individual Costs and his/her share of the 2<sup>nd</sup> Wave Common Costs for all Periods of the Mirror Newspapers Hacking Litigation up to and including the end of the*

*Period during which the settlement order is made, such costs to be assessed on the standard basis if not agreed. 'Periods', 'Individual Costs' and '2<sup>nd</sup> Wave Common Costs' shall have the same meaning as defined in the Order of Mr Justice Mann of 9<sup>th</sup> July 2015 and the Claimant's share of the 2<sup>nd</sup> Wave Common Costs shall be calculated in accordance with that Order."*

**Agreement of Orders**

38. This direction shall apply to all hearings in the MNHL. The parties shall, within 2 working days of the conclusion of a hearing, lodge an agreed order with the Managing Judge's clerk. If the parties have not agreed the order, the parties shall, by the same deadline, lodge a document setting out the areas of dispute and requesting that the matter be brought back before the Managing Judge to resolve those disputes.

**Costs**

39. Costs of and associated with this CMC shall be 2<sup>nd</sup> Wave Common Costs in the case.

**Liberty to Apply**

40. The parties shall have liberty to apply to vary any of the above directions or to apply for further directions.

Claim nos: (as listed in the draft 2<sup>nd</sup> Group Register,  
publically available from Atkins Thomson)

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION

IN THE MATTER OF THE MIRROR  
NEWSPAPERS HACKING LITIGATION

BEFORE THE HONOURABLE MR JUSTICE  
MANN

9<sup>th</sup> July 2015

BETWEEN:

VARIOUS CLAIMANTS  
IN THE MANAGED LITIGATION  
Claimants

-and-

MGN LIMITED  
Defendant

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**ORDER**

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