

# THE HIGH COURT

Record No. 1999/6916P

BETWEEN:

**The Competition Authority**

**Plaintiff**

-and-

**Glanbia plc (formerly Avonmore Waterford Group plc),  
Dairygold Dairies Limited t/a CMP Dairy, Sligo Dairies,  
Superquinn and Tesco Ireland Limited**

**Defendants**

## SETTLEMENT TERMS

It has been agreed between the Plaintiff and the Second Named Defendant (Dairygold Dairies Limited trading as CMP Dairy) that the above proceedings are settled on the following terms:

1. It is alleged in the Statement of Claim in these proceedings that between the months of November 1995 and December 1995 and between March 1998 and May 1998 the Second Named Defendant entered into agreements or engaged in concerted practices in breach of Section 4(1) of the Competition Act 1991 in respect of the retail price of liquid milk. It is further alleged in the Statement of Claim that the Second Named Defendant was a party to agreements and concerted practices under which it printed prices on containers of branded liquid milk supplied to retailers and distributors and on price lists in breach of Section 4(1) of the Competition Act 1991. However, the Second Named Defendant has denied these allegations and it is agreed that the settlement of these proceedings does not constitute an admission by the Second Named Defendant that it breached Section 4(1) of the Competition Act 1991 in the manner alleged in these proceedings or at all or an acknowledgement by the Second Named Defendant that the facts alleged in the proceedings are true.
2. On the Second Named Defendant's undertaking to the Court that it, its officers, servants or agents will not enter into any agreement or engage in a concerted practice to fix the retail price of liquid milk contrary to Section 4 of the Competition Act 2002, these proceedings are to be struck

out as against the Second Named Defendant and with no order as to costs or otherwise.

3. The Plaintiff and the Second Named Defendant hereby agree that this settlement is in full and final settlement of all claims arising out of the facts pleaded in these proceedings.
4. The Plaintiff and the Second Named Defendant further agree that any public statement made by either of them or their servants or agents concerning the settlement of these proceedings will be confined to what is specifically stated in the Order of the Court reciting the Second Named Defendant's said undertaking and receiving these terms of settlement.
5. This settlement is to be received and filed in court.

Dated this 11<sup>th</sup> day of March 2004.

Signed

  
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for and on behalf of the Competition Authority

Signed

  
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for and on behalf of the Second Named Defendant