

**IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS  
BUSINESS LIST**

**IN THE MATTER OF THE MOBILE  
TELEPHONE VOICEMAIL  
INTERCEPTION LITIGATION**

**BEFORE:**

**THE HONOURABLE MR JUSTICE FANCOURT**

**B E T W E E N:**

**CIARA PARKES**

**Claimant**

**and**

**NEWS GROUP NEWSPAPERS LIMITED**

**Defendant**

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**STATEMENT IN OPEN COURT**

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**Counsel for the Claimant**

1. My Lord, in this action for voicemail interception and misuse of private information, I appear for the Claimant, Ciara Parkes. The Claimant is a very successful public relations professional who has represented, and continues to represent, numerous high-profile actors. She is the Chief Executive of the public relations agency, *Public Eye Communications Limited*, which she founded in 1991. The Claimant built close friendships with many of her clients, including Sienna Miller, Jude Law, Jamie Dornan and Ewan McGregor. She was also friends with Rebekah Brooks, CEO of News UK and former editor of *The Sun* newspaper, and in fact attended her wedding in 2009.
2. The Defendant, NGN, is the publisher of *The Sun* newspaper, which has an extensive readership in this country and abroad.
3. In March 2020, the Claimant was approached and asked to provide a witness statement in Sienna Miller's claim against *The Sun*. In that context, the Claimant saw material from NGN and later provided a witness statement in support of Ms Miller's claim. Sienna Miller's claim against *The Sun* settled in October 2021, on the basis that NGN did not make any admissions of liability in relation to *The Sun* newspaper.

4. In 2022, the Claimant started her own claim against *The Sun* and shortly after obtained pre-action disclosure from NGN.
5. On 28 September 2022, the Claimant issued her claim against *The Sun* and, upon issue, obtained access to all of the disclosure exchanged in the claims of her associates, namely, Sienna Miller, Sienna's mother, Jo Miller, and their mutual friend Tori Cook. She also had access to the generic disclosure which she believed contained evidence of concealment. The disclosure included call data showing that journalists at *The Sun* were calling the Claimant and Jude Law up until the end of 2011. She believed that this disclosure showed that unlawful activity had been carried out by *The Sun* and concealed by NGN.
6. The Claimant served her Particulars of Claim on 23 November 2022, in which she set out her allegations of the unlawful information gathering and voicemail interception that she claimed took place at *The Sun*. She relied upon the initial disclosure she had obtained, the generic disclosure and the disclosure exchanged in the claims of her friends and associates. The disclosure she relied on included payments she believed had been made in respect of her associates to Christine Hart and the company ELI, whom she alleged were private investigators and whom she believed had been instructed by the journalist Nick Parker. One of these payments referred to Ms Miller's medical information. The Claimant also relied upon 42 articles – mainly about her associates – published in *The Sun* between 2000 and 2009 as part of her allegations.
7. As the Claimant made clear in her Particulars of Claim and subsequent further information provided in July and September 2024, the Claimant's claim was that she, along with many of her close friends and clients, had been the victims of unlawful information gathering and voicemail interception by various journalists at *The Sun* and that they had circulated and misused private information obtained about her and her associates and, as a result, published numerous articles which she claimed were the product of such alleged unlawful activity.
8. The Defendant served its Defence in January 2023. The Defendant denied that it was reasonable to infer from the publication of stories about the Claimant's associates in *The Sun* that the Claimant had been targeted and/or subject to voicemail interception and/or other unlawful activities and denied that any private information about her had been obtained through such activities. The Defendant also asserted defences of limitation, claiming that the Claimant should have known about the allegations of illegal activities many years earlier, and on the basis that the Claimant's claim against *The Sun* had been compromised and settled in her earlier claim against the *News of the World* which she brought in 2011 and was settled in 2012.
9. In the Claimant's Reply, she responded to NGN's limitation defence. She relied on, by way of alleged concealment, NGN's deletion of emails, statements by NGN provided to the Leveson Inquiry by Dominic Mohan, Gordon Smart, and Rebekah Brooks, and other public statements made by NGN representatives asserting that *The Sun* journalists were not involved in unlawful practices. As a result of bringing this claim and having seen the evidence (available at the time of settlement of the claim), the Claimant believes that Will Lewis and other senior executives at NGN were instrumental in the deliberate concealment and the destruction of evidence that would threaten to reveal alleged unlawful activities. The Claimant also believes that Mr Lewis provided a false disclosure statement on 17 November 2011 in her earlier claim against

the News of the World. Had the Claimant been aware of this material at the time, she believes she would not have settled her earlier claim. The Defendant denied that wrongdoing was concealed or that emails were deleted pursuant to a plan devised by senior executives to conceal evidence. The Defendant asserted that the emails were instead deleted for commercial, IT and practical reasons and a large proportion of them were subsequently recovered during the Metropolitan Police investigation in 2011 to 2013, and available to be searched in the MTVIL.

10. In August 2023, the parties exchanged standard disclosure. The Claimant believes that the Defendant's disclosure was large and showed that the Claimant, and the people she was close to, were targeted for a prolonged period. The Claimant also believed that the call data relating to her and her associates and the invoices relating to her associates indicate that journalists at *The Sun* had instructed alleged private investigators.
11. The Claimant was also deeply upset at the number of payments made to alleged private investigators in respect of her friends and associates and believes that *The Sun's* actions caused distrust and paranoia between her and her associates, including Ms Miller.
12. The Claimant witnessed first-hand the damage and distress that she believes the Defendant's targeting had caused to the people closest to her and found it upsetting, not only watching the people she cares about suffer, but feeling that at times she was suspected of being the cause of that suffering. The Claimant considers that she spent many years building a successful business which has thrived on her relationships and friendships and the trust that is placed in her. The Claimant believes that her hard work and those connections were exploited by NGN's journalists and felt betrayed by her friend, Ms Brooks who, she believes, must have known of and permitted unlawful activities.
13. The Claimant wanted to find out the extent of NGN's alleged activities but, because she believes they were concealed, she considers that she may never know the extent of any alleged targeting of her and those around her. The Claimant has found pursuing her claim stressful and emotionally depleting in the face of NGN's Defence. It has also been upsetting for the Claimant to have to consider all the evidence whilst preparing and progressing her case. As the Claimant feels she made clear in her statements of case and further information which she provided on two occasions at the request of the Defendant, the Claimant believed that her voicemails and the voicemails of those around her were intercepted for a sustained period of time. The Claimant believed that everything she felt and shared was being listened to and discussed with NGN's journalists.
14. My Lord, I am pleased to report that after over two years of legal proceedings NGN offered to settle the Claimant's claim and on 5 November 2024, and the parties agreed terms of settlement before the deadline for exchange of witness statements. The terms of settlement provide for payment of substantial damages, undertakings to the Court, and for payment of the Claimant's reasonable legal costs in relation to the bringing of this claim and a provision for reading of a statement in open court as set out in an agreed signed order that was approved by the Court on 9 December 2024.
15. Given those facts, the Claimant believes that, notwithstanding that the settlement was reached on the agreed basis of no admissions of liability on the part of *The Sun*, she is totally vindicated in having brought this claim.

*Ben Hamer*  
Counsel for the Claimant

*Thomson Heath Jenkins*  
Solicitors for the Claimant