

Scott Roberts
Second Witness Statement
Exhibit: SR2
Date: 28 January 2025

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Claim No: KB-2025-000136

BETWEEN

- (1) WM MORRISON SUPERMARKETS LIMITED**
- (2) SAFEWAY STORES LIMITED**
- (3) WM MORRISON PRODUCE LIMITED**

Claimants

- and -

(1) PERSONS UNKNOWN WHO ENTER AND REMAIN UPON ANY OF THE DISTRIBUTION CENTRES WHICH ARE DEFINED IN SCHEDULE 1 TO THE CLAIM FORM WITHOUT THE CONSENT OF THE CLAIMANTS IN CONNECTION WITH AGRICULTURAL PROTESTS

(2) PERSONS UNKNOWN WHO CREATE OR CAUSE BLOCKADES AND OTHER OBSTRUCTIONS TO THE ACCESS ROADS TO THE SAID DISTRIBUTION CENTRES, WHICH ARE SHOWN ON THE PLANS AT SCHEDULE 2 TO THE CLAIM FORM, WITH OR WITHOUT VEHICLES, INCLUDING TRACTORS OR OTHERWISE, IN CONNECTION WITH AGRICULTURAL PROTESTS

Defendants

Second Witness Statement of Scott Roberts

I, **Scott Roberts**, of WM Morrison Supermarkets Limited, Hilmore House, Gain Lane, Bradford, West Yorkshire, BD3 7DL **WILL SAY AS FOLLOWS:**

1. I am employed by the First Claimant, Wm Morrison Supermarkets Limited, as logistics director. In this role, I am, amongst other things, responsible for the day-to-day operational management of the regional distribution centres ("**RDC's**") which serve the First Claimant's supermarket and wholesale business. I have been in my current position since April 2024, though I previously worked for the First

Claimant in the same capacity between 2010 and 2017. I worked for a different organisation and overseas during the intervening years.

2. Following the first hearing of the Claimants' application for an injunction in respect of the Claimants' RDCs on Thursday 16 January 2025 in which the Claimants were granted an injunction (the "**Injunction**") by way of an order dated 16 January 2025 ("**Order**"), exhibited at **SR2**.
3. Pursuant to the terms of the Order, the Injunction granted lasted until the subsequent return day hearing on Monday 20 January at 2pm ("**Return Hearing**"). At the Return Hearing a continuation of the Injunction under the terms of the Order was granted by Mr Justice Fordham by order dated 20 January 2025 (the "**Interim Order**"), exhibited at **SR2**.
4. The Interim Order was then replaced by the revised order ("**Revised Order**") of Mr Justice Fordham dated 21 January 2025. The Revised Order is exhibited at **SR2**.
5. The Revised Order grants a continuation of the Injunction until the further return day hearing ("**Further Return Day**"), listed for 12:00 PM, Tuesday 28 January 2025.
6. The Claimants seek a continuation of the Injunction for a term of 12 months in order to protect its business and employees, the operations of its RDCs and to prevent the occurrence of unlawful protest action at the Injunction Sites.
7. I make this statement in support of such matters and to assist the Court in considering the same at the Further Return Day.
8. The facts and matters set out by me in this witness statement are either known by me directly and are true, or are known by me indirectly and are believed to the best of my knowledge to be true. In relation to matters falling into the latter category, I have set out the source of my knowledge and belief. This statement was prepared through email correspondence and discussions with the Claimants' legal representatives. I am duly authorised by the Claimants to make this statement.
9. I have read a copy of the accompanying witness statements of Andrew Todd.
10. For ease of reference, this witness statement is divided into the following sections:
 - 10.1 Section 1: Protest Activity Since 16 January 2025 and Efficacy of the Injunction

- 10.2 Section 2: The Claimants' Online Grocery Services
- 10.3 Section 3: The Claimants' Wholesale Supply and Distribution
- 10.4 Section 4: Balance of Convenience / Compelling Justification
- 11. I refer in this statement to pages from the accompanying exhibit marked "SR2". This exhibit has been produced to me and I verify that the documents in this exhibit are true copies of the documents.
- 12. I reiterate at the outset of this statement that the Claimants are not trying to prohibit or restrain peaceful and lawful protest, the Claimants accept that this is a fundamental and important human right. The Claimants only seek to restrain protest activity that goes beyond that which is peaceful and lawful. For the avoidance of doubt, the Claimants are only seeking an injunction order in respect of the RDCs, not in relation to any of its supermarkets or supermarket car parks.

SECTION 1: PROTEST ACTIVITY SINCE 16 JANUARY 2025 AND EFFICACY OF THE INJUNCTION

- 13. Since the Order granting the Injunction was made on 16 January 2025, there has not been any unlawful protest activity seen at any of the Injunction Sites (as defined in my first witness statement)
- 14. Plainly, this demonstrates that the Injunction has had the desired effect of acting as a deterrent against any unlawful protest action.
- 15. The Claimants are aware of the direct link between the agricultural protest activity and the Government's autumn budget, which announced the changes to the Inheritance Tax laws applicable to business and agricultural assets. The Claimants consider that there is a real risk of continued protests, including disruptive protests at or targeted to RDCs, before the legislative changes come into effect in April 2026.
- 16. It is for this reason, I would respectfully ask the Court to consider the requested continuation of the Injunction in order to maintain the deterrent effect on unlawful protest activity at the Injunction Sites.

SECTION 2: THE CLAIMANTS' ONLINE GROCERY SERVICE

17. In addition to the Claimants' retail business, as more particularly described within section 1, paragraph 8 of my First Witness Statement, another substantial part of the First Claimant's business is its online grocery service.
18. The First Claimant fulfils many thousands of deliveries which have been ordered online per week.
19. To explain from a logistics perspective, the lifecycle of the online grocery service begins in the same way as the goods sold in the Retail Stores; the groceries including fresh produce and other products to be delivered come from the RDCs and are delivered to the Retail Stores where they are then picked by staff in-store and delivered to the end user customer.
20. Therefore the supply chain for the products, whether to be supplied to the Retail Stores or as part of the First Claimant's online grocery service, generally starts within the RDC network.
21. Among other general members of the public, the customers of the First Claimant's home delivery grocery service includes some of the most vulnerable members of society who are unable to leave the house due to factors including age, illness or disability.
22. In particular, the First Claimant completes many thousands of doorstep deliveries per week, a service which is operated via a telephone service and is aimed specifically at the elderly and vulnerable who are unable to make it to store and perhaps aren't able or comfortable in using the online service. The orders placed are then prepared and delivered to these customers from a local store. This service was introduced by the First Claimant in 2020 upon the onset of the COVID crisis and has continued given its demand and necessity. Information on this service can be seen on the Morrisons Corporate website: [Morrisons introduces new measures aimed at helping vulnerable and elderly during crisis](#) and is also exhibited at SR2. To those customers, having their groceries delivered to their homes is a vital service, any disruption to this service would clearly be more than a minor inconvenience.
23. Another category of customer which the First Claimant's online grocery service provides for are numerous businesses that place online orders for essential supplies to be used within their businesses such as schools and nurseries which are providing meals for children and to local councils. To highlight how this links

with the supply from the RDCs, by way of one example, the First Claimant regularly delivers to a secondary school. The products are sourced from Sittingbourne RDC, they are then transported to Allington Convenience Pick Centre and then delivered directly to the school.

24. The First Claimant also provides this service to a National School Breakfast Programme who provide the food deliveries to a number of schools across the UK, these supplies are delivered from the RDCs. The supplies will then be used for school meals, breakfast clubs and staff welfare.
25. This is in addition to a number of nurseries and infant schools across the country which are attended by children between the ages of 2 and 4. The products supplied will again be used to provide the children's meals, food for breakfast clubs and staff welfare.
26. On a regular basis, the First Claimant makes deliveries to a number of care homes nationally which provide residence and care for elderly members of society and adults with learning difficulties or complex needs.
27. Another customer group which the First Claimant supplies via online grocery deliveries are charities which support local communities in respect of a number of issues including food poverty, dementia, mental health and children's charities to name a few.
28. It is clearly a fundamental requirement of all of these organisations, to enable them to operate, to have the deliveries completed which they are expecting. All products which are delivered to these important organisations are sourced from the RDCs.
29. It is therefore of paramount importance that these deliveries can be fulfilled each day to ensure that vital supplies can be delivered to, and reach those customers.
30. Plainly, any unlawful protest activity at the RDCs which results in the disruption of supply between the RDCs and Retail Stores would then go on to impact the online grocery deliveries and the important role which such deliveries have in the food supply chain, in particular to the essential food deliveries which I describe above.

SECTION 3: THE CLAIMANTS' WHOLESALE SUPPLY AND DISTRIBUTION

31. As I outline in my First Witness Statement at section 1, paragraph 1, the First Claimant and its group also supply wholesale to third parties in the United Kingdom and internationally.
32. In terms of the movement of products which make up the wholesale supply, the products, again, all come from the RDCs. By way of example, at the Willow Green site the products are picked up from the site known as Willow Green North and are transported to the wholesale convenience centre, referred to as Willow Green South, the products are then redistributed into a smaller vehicle and distributed onto the customers in the wider area.
33. The First Claimant's wholesale supply includes the supply to 267 organisations, which are mainly community based, within the UK including approximately 72 foodbanks, a number of charities, community centres and religious centres such as churches and synagogues.
34. The First Claimant is also in the process of onboarding additional third party organisations as wholesale customers including the NHS and a leading Care Home operator.
35. The number of people who rely upon foodbanks in the UK is vast and ever increasing. It is therefore evident that the First Claimant's wholesale supplies to third parties are very important and that the effect of any disruption to the supply including to the 72 nationwide foodbanks would have serious knock on effects on a huge amount of people who rely upon the services which foodbanks provide weekly.
36. As I have outlined in paragraph 26 above, the supply to the third party wholesale customers, as is the case for the Retail Stores and the online grocery deliveries, all starts at the RDCs. This is why I believe that it is crucial that a continuation of the Injunction should be granted by the Court for the term sought by the Claimants in order to negate the risk of disruption in supply to each of the important organisations I have referred to above.

SECTION 8: BALANCE OF CONVENIENCE / COMPELLING JUSTIFICATION

37. The Claimants consider that: -
- 37.1 unless the Injunction is continued, there remains a serious risk of disruption at the Injunction Sites
- 37.2 the Injunction Sites are an obvious target for protestors given they have been the subject of protest action historically, and more recently which has attracted media coverage of the protestors cause;
- 37.3 it is important to note that a number of the Injunction Sites are accessible via single access routes and are therefore susceptible to being blockaded relatively easily;
- 37.4 a blockade at all or a substantial number of the Injunction Sites would have a substantive impact on the country's grocery supply chain, which includes fresh produce, and could limit the availability of food in certain areas (especially relevant for Retail Stores located in isolated, rural areas where there are a limited number of operators);
- 37.5 a blockade at all or a substantial number of the Injunction Sites would have a substantive impact on the critical deliveries which the Claimants' make through their online grocery service as described in section 2 of this statement;
- 37.6 a blockade at all or a substantial number of the Injunction Sites would have a substantive impact on the important community organisations which the Claimants' supply to through their wholesale supply as described in section 3 of this statement;
- 37.7 damages would not be an adequate remedy for the Claimants for the reasons set out in this and the accompanying witness statements;
- 37.8 for the avoidance of doubt, the Claimants are not intending to prohibit any lawful protest but they need to prevent unlawful incursions onto and obstructions to their land which inhibit their ability to carry out their business. There is no realistic likelihood of anyone in the class of Persons Unknown suffering any actionable loss or needing compensation in damages; and
- 37.9 the grant of an injunction to prevent/restrain protestors from entering onto the Injunction Sites and preventing access to them would provide an effective deterrent for protestors who might otherwise contemplate direct action (given the

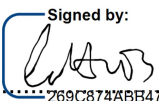
breach of such an injunction would carry the risk of imprisonment for contempt of court) and mitigate the apprehended harm.

- 38. In the light of the evidence contained within the fourth witness statement of Andrew Todd and against that background, I understand from the Claimants' solicitors that the Claimants are required to provide full and frank disclosure of matters which might affect the decision making of the Court. I note Mr Todd has provided such full and frank disclosure and I confirm I am not aware of any further matters to bring to the attention of the court.

- 39. In light of the credible, ongoing threat of the proposed protest activity, the recent protest events at Willow Green and the historic experience of protest action at RDCs, the harm that would be caused if the proposed protest came to pass and the evident efficacy of the Injunction which has been granted, it is respectfully asked that the Court grant the continuation of the Injunction on the terms as per the order which accompanies this claim.

Statement Of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed.....
Signed by: 269C874ABB4724...

SCOTT ROBERTS

Dated 28 January 2025

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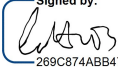
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