



**IN THE COMPETITION**  
**APPEAL TRIBUNAL**

Case No. 1291/5/7/18(T)

**BETWEEN:**

- (1) RYDER LIMITED  
(2) HILL HIRE LIMITED

**Claimants**

and

- (3) MAN SE  
(4) MAN TRUCK & BUS AG  
(5) MAN TRUCK & BUS DEUTSCHLAND GMBH  
(6) MAN TRUCK AND BUS UK LIMITED  
(7) AB VOLVO (PUBL)  
(8) VOLVO LASTVAGNAR AB  
(9) VOLVO GROUP TRUCKS CENTRAL EUROPE GMBH  
(10) VOLVO GROUP UK LIMITED  
(11) RENAULT TRUCKS SAS  
(12) DAIMLER AG  
(13) MERCEDES BENZ CARS UK LIMITED  
(14) FIAT CHRYSLER AUTOMOBILES N.V.  
(15) CNH INDUSTRIAL N.V.  
(16) IVECO S.P.A.  
(17) IVECO MAGIRUS AG  
(18) IVECO LIMITED  
(19) PACCAR INC.  
(20) DAF TRUCKS N.V.  
(21) DAF TRUCKS DEUTSCHLAND GMBH  
(22) DAF TRUCKS LIMITED

**Defendants**

---

**DIRECTIONS ORDER**

---

**UPON** hearing Leading Counsel for the Claimants and Leading Counsel for the Defendants at a Case Management Conference on 2 and 3 May 2019 (the “2<sup>nd</sup> CMC”)

**AND UPON** the following definitions applying for the purposes of this Order:

- The “**Confidentiality Ring Order**” means the confidentiality ring order made on 18 December 2018;

- **“Inner Confidentiality Ring”** means individuals who are Inner Confidentiality Ring Members as defined in paragraph 3.5 of the Confidentiality Ring Order permitted to access confidential information on the terms set out in Part C of the Schedule to the Confidentiality Ring Order;
- **“Outer Confidentiality Ring”** means individuals who are Outer Confidentiality Ring Members as defined in paragraph 3.7 of the Confidentiality Ring Order, as amended from time to time, and are permitted to access Confidential Information on the terms set out in Part D of the Schedule to the Confidentiality Ring Order;
- **“MAN”** means the First to Fourth Defendants in Case 1291/5/7/18 (T);
- **“Volvo/Renault”** means the Fifth to Ninth Defendants in Case 1291/5/7/18 (T);
- **“Daimler”** means the Tenth and Eleventh Defendants in Case 1291/5/7/18;
- **“Iveco”** means the Twelfth to Sixteenth Defendants in Case 1291/5/7/18 (T);
- **“DAF”** means the Seventeenth to Twentieth Defendants in Case 1291/5/7/18 (T);
- **“Scania”** means the 3rd to 5th Named Third Parties in Case 1293/5/7/18 (T), the 11th to 13th Named Third Parties in Case 1292/5/7/18 (T) and the 11th to 13th Named Third Parties in Case 1294/5/7/18 (T);
- **“Claimants”** means the Claimants in Case 1291/5/7/18 (T);
- **“Defendants”** means the Defendants in Case 1291/5/7/19 (T)
- **“Settlement Decision”** means the European Commission’s Decision dated 19 July 2016 in Case AT.39824 – Trucks;
- **“Scania Decision”** means the European Commission’s Decision dated 27 September 2017 in Case AT.39824 – Trucks;
- **“1st CMC Order”** means the Order of the Tribunal drawn on 19 December 2018;
- **“Recitals Schedule”** means the schedule produced by the Claimants pursuant to paragraph 10 of the 1st CMC Order; and
- the **“Other Trucks Claims”** means the claims in *Cases 1284/5/7/18 (T) (Royal Mail Group Limited v DAF Trucks Limited and Others)*, *1290/5/7/18 (T) (BT Group PLC and Others v DAF Trucks Limited and Others)*, *1293/5/7/18 (T) (Veolia Environment S.A. and Others v Fiat Chrysler Automobiles N.V. and Others)*, *1292/5/7 (T) (Suez Groupe SAS and Others v Fiat Chrysler Automobiles N.V. and Others)*, *1294/5/7/18 (T) (Wolseley UK Limited and Others v Fiat Chrysler Automobiles N.V. and Others)* and *1295/5/7/18 (T) (Dawsongroup plc and Others v DAF Trucks N.V. and Others)*.
- **“Non-Addressee Defendants”** means Defendants who were not addressees of the Settlement Decision

- **“Addressee Defendants”** means Defendants who were addressees of the Settlement Decision

**IT IS ORDERED THAT:**

**Disclosure of Scania Decision**

1. Scania shall prepare a consolidated provisional non-confidential version of the Scania Decision incorporating the redactions of each of the Addressee Defendants and disclose it into the Outer Confidentiality Ring by 31 May 2019.

**Liability of Non-Addressee Defendants**

2. By 31 May 2019, the Defendants may (if so advised) file and serve amended versions of their pleadings on the liability of Non-Addressee Defendants.
3. To the extent that any Non-Addressee Defendant has admitted that it was aware of the fact of some or all of the infringement admitted by the Addressee Defendants, such Defendant(s) shall by 31 May 2019 file and serve amended versions of their pleadings on the liability of Non-Addressee Defendants particularising the basis of any such plea (if not already provided) including:
  - (a) The times at which the relevant Defendant was so aware;
  - (b) The identity of the individual(s) who were so aware and the positions they held at the relevant Defendant.

**Amendments to statements of case**

4. By 28 June 2019, the Claimants shall provide the Defendants with draft Amended Particulars of Claim.
5. The Defendants shall confirm by 19 July 2019 whether they consent to the proposed amendments pursuant to CPR 17.1(2)(a). If the Defendants (or any of them) do not consent, the Defendant(s) shall provide reasons for withholding consent.

6. If the Defendants consent to the amendments sought, the Claimants shall file at the Tribunal their Amended Particulars of Claim within 7 days of receipt of consent.
7. To the extent that the Defendants do not consent to the amendments sought, the Claimants may make an application to the Tribunal for permission to amend their Particulars of Claim within 14 days of consent being withheld.
8. The Defendants shall make any consequential amendments to their pleadings by the later of (i) 4 October 2019, or (ii) if they do not provide consent pursuant to paragraph 3 above, within 28 days of the grant by the Tribunal of permission (if it is forthcoming).
9. The Claimants shall (if so advised) file and serve an Amended Reply (or Replies, as the case may be) within 28 days of service of the Defendants' amended pleadings.

#### **Disclosure**

10. By 26 July 2019, the applicants shall file and serve a Redfern Schedule containing each party's position in relation to any disputed disclosure requests along with a list of categories which are agreed between the parties. The parties are to cooperate in relation to the completion of the said Schedule. Should they be unable to agree the dates by which they shall each complete the Schedule, they shall have liberty to apply.
11. By 6 September 2019, the parties shall file witness statements in support of their respective positions on the issues of quantum disclosure in dispute, limited to:
  - (a) One solicitor's statement per party (or group of parties where they are represented by the same firm of solicitors);
  - (b) One expert economist's statement per party (or group of parties where they are represented by the same firm of solicitors).
12. By 13 September 2019, the parties shall file and serve skeleton arguments for the hearing.
13. There shall be a hearing on the issue of quantum disclosure in dispute on 19 and 20 September 2019.

## **Preliminary issue**

14. There shall be a trial (in these claims together with the Other Truck Claims) of the preliminary issue relating to the binding nature of certain recitals in sections 3, 4 and 7 of the Settlement Decision.
15. The parties shall write to the Tribunal by 31 May 2019 to set out:
  - (a) if agreed between the parties, the precise wording on the preliminary issue;
  - (b) if not agreed between the parties, the precise wording on the preliminary issue sought by each of the parties.
16. A hearing of the preliminary issue shall be listed for 3, 5 and 6 December 2019.
17. By 31 May 2019, Daimler AG is to update the schedule it filed on 5 February 2019 to set out which of the recitals it
  - i. contends are not binding as they do not form an essential basis of the Settlement Decision;
  - ii. admits as a matter of fact or law; and
  - iii. where Daimler AG does not admit all of the facts and matters in a recital, whether there are any parts of that recital which are admitted.
18. In preparation for the said preliminary issues trial:
  - (a) By 19 July 2019, the Claimants together with the claimants in the Other Truck Claims shall file and serve a table of recitals or parts of recitals, in the Settlement Decision upon which they wish to rely, which are not admitted by one or more Addressee Defendants, and which they contend are binding on the Addressee Defendants (in each case specifying whether that is said to be because they form part of the essential basis of the Settlement Decision or on abuse of process grounds) (the “**Table**”). That said table shall contain columns corresponding to each Addressee Defendant (or, where appropriate, each group thereof) in which they can set out their own positions (the “**Defendant Columns**”).
  - (b) By 20 September 2019, the Addressee Defendants shall file and serve a

version of the Table in which the Addressee Defendants set out in the Defendant Columns their respective positions on whether each Recital or part of Recital included in the Table is binding on them.

- (c) By 18 October 2019, the Claimants shall be at liberty to file and serve a pleading pertaining to the preliminary issue.
- (d) By 8 November 2019, the Addressee Defendants shall file and serve a pleading in response to the pleading at paragraph 18c. above.
- (e) The parties shall file and serve skeleton arguments by no later than 1 week prior to the said hearing.

#### **Further case management conference**

19. A further Case Management Conference is to be listed for 6 and 7 February 2020.

#### **Extension of time limits**

20. The parties may agree to extend any time period in this Order for a period or periods of up to 28 days in total without reference to the Tribunal, provided that this does not affect the date given for any case or costs management conference or other court hearing or pre-trial review or the date of the trial. The parties shall notify the Tribunal in writing of the expiry date of any such extension. Paragraph 18 of the Order of 21-22 November 2018 is revoked.

#### **Costs**

21. The costs of the 2<sup>nd</sup> CMC are in the cases.

#### **Other**

22. Liberty to apply.

**The Hon Mr Justice Roth**  
President of the Competition Appeal Tribunal

Made: 2-3 May 2019  
Drawn: 13 June 2019