



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

Case No: 1294/5/7/18 (T)

BETWEEN:

**WOLSELEY UK LIMITED AND OTHERS**

Claimants

- and -

**(1) FIAT CHRYSLER AUTOMOBILES N.V.**

**(2) CNH INDUSTRIAL N.V.**

**(3) DAF TRUCKS N.V.**

**(4) DAF TRUCKS LIMITED**

Defendants

- and -

**(1) MAN SE**

**(2) MAN TRUCK & BUS AG**

**(3) MAN TRUCK & BUS DEUTSCHLAND GMBH**

**(4) AKTIEBOLAGET VOLVO (PUBL)**

**(5) VOLVO LASTV AGNAR AKTIEBOLAG**

**(6) VOLVO GROUP TRUCKS CENTRAL EUROPE GMBH**

**(7) RENAULT TRUCKS SAS**

**(8) PACCAR INC**

**(9) DAF TRUCKS DEUTSCHLAND GMBH**

**(10) DAIMLER AG**

**(11) SCANIA AKTIEBOLAG (PUBL)**

**(12) SCANIA CV AKTIEBOLAG (PUBL)**

**(13) SCANIA DEUTSCHLAND GMBH**

**(14) IVECO S.P.A.**

**(15) IVECO MAGIRUS AG**

Third Parties

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**AMENDED CONFIDENTIALITY RING ORDER**

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**UPON** the terms of this Order as set out below having been agreed between the Parties

**AND UPON** each of the persons named in Parts A and B of the Schedule to this Order giving a written undertaking to the Tribunal in the terms of Parts C or D respectively of the Schedule to this Order prior to receiving any Confidential Information (as defined below)

**IT IS ORDERED BY CONSENT THAT:**

1. This Order replaces the Confidentiality Ring Order dated 18 December 2018 (which replaced the Confidentiality Ring Order dated 31 July 2018).
2. Each of the persons named in Parts A and B of the Schedule to this Order having given a written undertaking pursuant to the terms of the Confidentiality Ring Orders dated 31 July 2018 and 18 December 2018, such undertakings shall continue to apply in respect of this Confidentiality Ring Order, and thereby being designated as an Inner Confidentiality Ring Member and Outer Confidentiality Ring Member respectively.

**DEFINITIONS**

3. For the purposes of this Order:
  - 3.1. “***Confidential Commission Document***” means any document obtained by or submitted to the European Commission which is part of the European Commission's administrative file relating to its investigation in Case AT.39824 — Trucks, to which the First to Seventh, Ninth to Twelfth and Fourteenth and Fifteenth Defendants were granted access pursuant to the Notice to access to file OJ C 325 of 22 December 2005 (including any part of those documents and any information contained within those documents) which is disclosed by the Defendants in these proceedings, save for those documents stated by certain of the Defendants and Third Parties in their letters/statements of 11 April 2019 to no longer require confidential treatment within a confidentiality ring.
  - 3.2. “***Confidential Information***” means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.

3.3. “**Decision**” means the Redacted Confidential Commission Decision as defined in paragraph 11(a) of the Directions Order made by Mrs Justice Rose on 18 December 2017 in Claim No. HC-2016-003422.

3.4. “**Inner Confidentiality Ring Information**” means:

(a) documents or information provided by a Party or Parties (the “**disclosing Party**”) in these proceedings, including any part of those documents and any information contained within those documents which:

i. the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 8 or paragraph 10 of this Order; or

ii are designated as Inner Confidentiality Ring Information by the Tribunal; and

(b) documents such as:

i. working documents created by the receiving Party or its advisers or experts;

ii. inter-partes correspondence;

iii. documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and

iv. transcripts prepared by a third party service provider,

which contain or refer to the content of the documents/information provided under (a).

For the avoidance of doubt, redacted versions of the documents described at (b) above are not Inner Confidentiality Ring Information if they have been redacted so that they no longer contain or refer to the content of the documents/information provided under (a).

3.5. “**Inner Confidentiality Ring Members**” are:

(a) those persons listed in Part A of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 7 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part C of the Schedule to this Order or Part C of the Schedule to the Confidentiality Ring Orders dated 31

July 2018 and 18 December 2018 in these proceedings (as appropriate) and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 7 below) where the Proposing Party has complied with paragraph 7.3(b);

- (b) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (a) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order; and
- (c) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in (a) above, who may have access to Inner Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified in writing to the other Parties, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order.

3.6. “*Non Defendant Addressees*” means any addressees of the Decision which are not parties to these proceedings.

3.7. “*Outer Confidentiality Ring Information*” means:

- (a) documents or information provided by a Party or Parties (the “*disclosing Party*”) in these proceedings, including any part of those documents and any information contained within those documents which:
  - i. the disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 8 or paragraph 10 of this Order; or
  - ii. are designated as Outer Confidentiality Ring Information by the Tribunal; and
- (b) documents such as:
  - i. working documents created by the receiving Party or its advisers or experts;
  - ii. inter-partes correspondence;

- iii. documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
- iv. transcripts prepared by a third party service provider,

which contain or refer to the content of the documents/information provided under (a).

For the avoidance of doubt, redacted versions of the documents described at (b) above are not Outer Confidentiality Ring Information if they have been redacted so that they no longer contain or refer to the content of the documents/information provided under (a).

3.8. ***“Outer Confidentiality Ring Members”*** are:

- (a) Inner Confidentiality Ring Members; and
- (b) those persons listed in Part B of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 7 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part D of the Schedule to this Order or Part D of the Schedule to the Confidentiality Ring Orders dated 31 July 2018 and 18 December 2018 in these Proceedings (as appropriate), and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 7 below) where the Proposing Party has complied with paragraph 7.3(b);
- (c) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (b) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order; and
- (d) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in (b) above, who may have access to Outer Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified in writing to the other Parties, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order.

- 3.9. “*Party*” or “*Parties*” means a party to these proceedings, including (for the avoidance of doubt) any Part 20 Defendants.
- 3.10. “*Scania*” means Scania Aktiebolag, Scania CV Aktiebolag and Scania Deutschland GmbH.
- 3.11. “*these proceedings*” means the claim filed in the Chancery Division of the High Court of Justice on 22 December 2017 by the Claimants against the Defendants under Claim Number CP-2017-000024 and transferred to the Competition Appeal Tribunal by the Order of Mr Justice Roth dated 26 July 2018 under CAT Case No. 1294/5/7/18 (T).

#### **INNER CONFIDENTIALITY RING INFORMATION**

4. Inner Confidentiality Ring Information provided in the context of these proceedings is to be provided or made available solely to the Inner Confidentiality Ring Members, to be held by them on the terms set out in Part C of the Schedule to this Order, subject to the following paragraphs of this Order.

#### **OUTER CONFIDENTIALITY RING INFORMATION**

5. Outer Confidentiality Ring Information provided in the context of these proceedings is to be provided or made available only to Outer Confidentiality Ring Members, to be held by them on the terms as set out in:
- 5.1. if the individual is also an Inner Confidentiality Ring Member, Part C of the Schedule to this Order, subject to the following paragraphs of this Order;
- 5.2. if the individual is not also an Inner Confidentiality Ring Member, Part D of the Schedule to this Order, subject to the following paragraphs of this Order.

#### **SCOPE OF THE ORDER**

6. For the avoidance of doubt, nothing in this Order or in its Schedule applies to documents and/or information received by a Party other than via these proceedings under the terms of this Order.

6.A Any Inner Confidentiality Ring Member or Outer Confidentiality Ring Member may discuss any Confidential Commission Document (which for the avoidance of doubt includes documents of the nature described at 3.4(b) and 3.7(b) above) with individuals having the same confidentiality status in claims HC-2017-0001914/CAT Case 1293/5/7/18 (T) (Veolia); CP-2017-000021/CAT Case 1292/5/7/18 (T) (Suez); HC-2016-003442/CAT Case 1284/5/7/18 (T) (Royal Mail); CP-2017-000014/CAT Case 1290/5/7/18 (T) (BT); CP-2017-000020/CAT Case 1295/5/7/18(T) (Dawsongroup); and/or CP-2017-000022/CAT Case 1291/5/7/18 (T) (Ryder), meaning an ‘Inner Confidentiality Ring Member’ or ‘Outer Confidentiality Ring Member’ (as applicable), as defined in the relevant confidentiality ring orders made in those proceedings, provided the document(s) in question have also been disclosed in those proceedings. For the avoidance of doubt, in the case of documents of the nature described at 3.4(b) and 3.7(b):

- a) any parts of such documents that contain or refer to the content of Confidential Commission Documents that have not been disclosed in one or more of the above proceedings may not be discussed with Inner or Outer Confidentiality Ring Members in those proceedings; and
- b) any parts of such documents that contain or refer to the content of any Confidential Information that is not a Confidential Commission Document, may not be discussed with any Inner or Outer Confidentiality Ring Members in any other proceedings.

#### **ADDITIONS TO THE INNER OR OUTER CONFIDENTIALITY RING**

7. If a Party (the "**Proposing Party**") wishes to add an additional person as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member (which shall include, but shall not be limited to, any additional expert witness):

7.1. it shall notify and request the express written consent of the other Parties (each a "**Receiving Party**" and together, the "**Receiving Parties**"), and when requesting such written consent specify the name and role of the proposed additional person and provide an explanation of why the addition is reasonable and necessary;

7.2. following receipt of a notice pursuant to paragraph 7.1 above, a Receiving Party shall not unreasonably withhold or delay their consent and if any Receiving Party objects to

the proposed addition to the Inner Confidentiality Ring or the Outer Confidentiality Ring, they shall notify the Proposing Party in writing within 7 days that they so object;

- 7.3. if express consent is given by the Receiving Parties, or the Receiving Parties (or any of them) fail to give express consent and fail to give written notice of objection within the 7 day period specified in paragraph 7.2 above:
  - (a) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as appropriate) of the Schedule to this Order; and
  - (b) the Proposing Party concerned will provide the written undertaking referred to in paragraph 7.3(a) above and an amended version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties;
- 7.4. if any objection referred to in paragraph 7.2 above is received, the Proposing Party may apply to the Tribunal and give notice of such application to the Receiving Parties.
- 7.5. If a Party wishes to remove a person as an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member, that Party will notify the other Parties and provide an amended version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties. The Party will also comply with paragraph 11.

**DESIGNATION OF DOCUMENTS/INFORMATION OTHER THAN CONFIDENTIAL COMMISSION DOCUMENTS AND DECISION**

8. Paragraphs 8.1 to and including 8.5 do not apply to Confidential Commission Documents or the Decision:
  - 8.1. A Party providing a document/information in connection with these proceedings may designate that the document/information is: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.
  - 8.2. Designation of a document/information as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the Parties receiving the document/information.
  - 8.3. A designation of not confidential means that the document/information is not Confidential Information.



- 8.4. Failure to provide a designation for a document/information at the time the document/information is provided shall be deemed to be a designation that the document/information in question is not confidential.
- 8.5. A Party receiving documents/information in these proceedings may request that the disclosing Party amend the designation of a document/information that it has provided (including amendment to a designation of not confidential):
- (a) that requesting Party must provide a written request to the disclosing Party (copied to the other Parties) specifying the following:
    - i. the relevant Confidential Information;
    - ii. the designation the requesting Party believes is appropriate; and
    - iii. why it is reasonable and necessary for the designation of the Confidential Information to be amended;
  - (b) the disclosing Party may consent in writing to amend the designation of Confidential Information, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 14 days of having initially received the written request referred to at paragraph (a) above; and
  - (c) should the consent referred to in paragraph (b) above not be obtained, the requesting Party may apply to the Tribunal for an order that the Confidential Information should be designated as either: (i) Inner Confidentiality Ring Information (ii) Outer Confidentiality Ring Information; or (iii) not confidential (as the requesting Party deems appropriate), provided that notice is given of that application to the other Parties.

**PROPOSED PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS**

9. For the avoidance of doubt, nothing in this Order prevents a Party, its advisors or experts from sharing Confidential Information provided by that Party in these proceedings.
- 9.1. Nothing in this Order shall prevent:

- (a) any Inner Confidentiality Ring Member from discussing Confidential Information with other inner confidentiality ring members in claims which the Tribunal has ordered are to be heard together with these proceedings;
- (b) any Outer Confidentiality Ring Member from discussing Outer Confidentiality Ring Information with other inner confidentiality ring members and outer confidentiality ring members in claims which the Tribunal has ordered are to be heard together with these proceedings.

9.2. A Party that receives Confidential Information in these proceedings may request that:

- (a) certain Confidential Information is to be provided or made available to one or more persons who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members; and/or
- (b) certain Inner Confidentiality Ring Information is to be provided or made available to one or more Outer Confidentiality Ring Members.

9.3. If a Party wishes such Confidential Information to be provided or made available to such persons:

- (a) it shall notify and request the express written consent of the other Parties, and when requesting such written consent specify the name and role of the proposed person(s), the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant documents) and provide an explanation of why it is reasonable and necessary for the Confidential Information to be provided or made available to such person(s);
- (b) following receipt of a notice pursuant to paragraph 9.3(a) above, a recipient of any such notice shall not unreasonably withhold or delay their consent and if any such recipient objects to Confidential Information being provided or made available to the proposed person, they shall notify the requesting Party in writing within 14 days that they so object;
- (c) if express consent is given by the recipient(s) of any notice under paragraph 9.3(a) or the recipient(s) (or any of them) fail to give express consent and fail to give

written notice of objection within the 14 day period specified in paragraph 9.3(b) above:

- i. the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as appropriate) of the Schedule to this Order, as amended to list the specific documents that are to be provided or made available to them; and
- ii. the Party concerned will provide the written undertaking referred to in paragraph 9.3(c)(i) above to the Tribunal, other Parties;

9.4. if any objection referred to in paragraph 9.3 above is received, the requesting Party may apply to the Tribunal and give notice of such application to the other Parties.

#### **DESIGNATION OF CONFIDENTIAL COMMISSION DOCUMENTS**

10. Subject to paragraphs 10.1 to 10.5 below, all Confidential Commission Documents disclosed in these proceedings shall be deemed to be designated as Outer Confidentiality Ring Information from 4pm on the date at the end of the period provided for in paragraph 10.2 below and until such time shall be designated as Inner Confidentiality Ring Information.

10.1. The Defendants, Non Defendant Addressees and/or Scania may request that a Confidential Commission Document be designated as Inner Confidentiality Ring Information as follows:

10.2. By —:

(i) for Confidential Commission Documents already disclosed pursuant to the disclosure order dated 31 July 2018 made in the proceedings — 4pm on 21 December 2018; and

(ii) for all other Confidential Commission Documents — 4pm 28 days from the date of disclosure by list identifying the Confidential Commission Documents to the Claimants, Defendants, Non Defendant Addressees and Scania, the Defendant(s), Non Defendant Addressee(s) and/or Scania must provide a written request to the other Parties specifying the following:

- (a) the relevant Confidential Commission Document;
  - (b) why it is reasonable and necessary for the Confidential Commission Document to be designated as Inner Confidentiality Ring Information.
- 10.3. The recipient of any such request may consent in writing to the requested designation of the relevant Confidential Commission Document; with such consent not to be unreasonably withheld and, in any event, a response should be provided within 28 days of having initially received the written request referred to at paragraph 10.2 above. In the event that no response is provided by any of the other Parties within 28 days, the relevant Confidential Commission Document shall be designated as Inner Confidentiality Ring Information. The Claimants will, however, remain able to seek designation of any Confidential Commission Document as Outer Confidentiality Ring Information (or as not confidential) at any time pursuant to paragraph 10.6 below.
- 10.4. Should the consent referred to in paragraph 10.3 above not be obtained, the Defendant(s), Non Defendant Addressees and/or Scania may within 21 days of being notified of consent not being provided apply to the Tribunal for an order that the Confidential Commission Document should be designated as Inner Confidentiality Ring Information, provided that notice of that application is given to the other Parties.
- 10.5. Pending the outcome of this process in relation to requests made pursuant to paragraphs 10.1 to 10.4 above, the Claimants shall treat the relevant Confidential Commission Document as Inner Confidentiality Ring Information.
- 10.6. The Claimants may request that the designation of a Confidential Commission Document be amended from Inner Confidentiality Ring Information to Outer Confidentiality Ring Information, or from Outer Confidentiality Ring Information to not confidential as follows:
- (a) the Claimants must provide a written request to the Defendants, the Non Defendant Addressees and Scania specifying the following:
    - i. the relevant Confidential Commission Document;
    - ii. why it is reasonable and necessary for the designation of the Confidential Commission Document to be amended;

- (b) after receipt of a request under paragraph 10.6(a) above, the Defendants, the Non Defendant Addressees and/or Scania may consent in writing to amend the designation of the Confidential Commission Document, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 28 days of having initially received the written request referred to at paragraph (a) above;
  - (c) in the event that any of the Defendants, Non Defendant Addressees and/or Scania do not respond to the written request referred to at paragraph (a) above within 28 days of the request being sent, the relevant Defendant, Non Defendant Addressees or Scania shall be deemed to consent to the amendment to the designation of the relevant Confidential Commission Document sought by the Claimants; and
  - (d) should the consent referred to in paragraph 10.6(b) above not be obtained, the Claimants may apply to the Tribunal for an order that the relevant Confidential Commission Document should be designated as Outer Confidentiality Ring Information or not confidential, provided that notice is given of that application to the other Parties, Non Defendant Addressees, and Scania.
- 10.7. The Defendants shall indicate in writing that they are disclosing Confidential Commission Documents. Failure to comply with this paragraph does not alter the deemed designation of Confidential Commission Documents in accordance with this paragraph 10.

#### **DESIGNATION OF DECISION**

- 10.8. The Decision shall be deemed to be designated Outer Confidentiality Ring Information.

#### **COPIES OF CONFIDENTIAL INFORMATION**

11. Subject to the exceptions in paragraph 11.1 below, copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) must be destroyed or made inaccessible at the conclusion of these proceedings, or when an individual ceases to be involved in these proceedings. Each Party shall notify the other Parties that the Confidential Information has been destroyed or made inaccessible (as appropriate).
- 11.1. The obligation in paragraph 11 above, is subject to the following exceptions:

- (a) Paragraph 11 does not apply to solicitors' or counsel's notes.
- (b) Paragraph 11.1 does not create an obligation to search for transitory or deeply stored soft copies of Confidential Information which may exist on the computer system of the receiving Party and which cannot be recovered without special measures, provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies.
- (c) Paragraph 11 does not apply to Parties' copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the proceedings, as well as lawyer work product referring to Confidential Information, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents.
- (d) Paragraph 11 does not apply to a Party in respect of the Confidential Information it provided.

#### **UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 12. In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, lawyers for the improperly disclosing Party shall immediately notify the improper recipient(s) and the lawyers for the Party or Parties who provided the Confidential Information in these proceedings, of all the pertinent facts, and the improperly disclosing Party shall use its best endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s) thereof and securing the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

#### **DISCLOSURE PURSUANT TO COURT ORDER**

- 13. If at any time any Confidential Information is made the subject of a court disclosure or discovery order (or similar) anywhere in the world, the person upon whom the order is served shall immediately give written notice to the legal representatives of the Party or Parties which produced the Confidential Information. If the Party which provided the

Confidential Information in these proceedings does not take steps to prevent the further disclosure of such Confidential Information within ten days of the date on which such written notice was given, the Party against whom the order was made may produce such Confidential Information but shall take all reasonable measures to have the Confidential Information treated in accordance with the terms of this Order. For the avoidance of doubt, this paragraph only applies to a Party who is the recipient of Confidential Information provided in these proceedings and does not apply to the Party which provides the Confidential Information in these proceedings.

### **ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS**

14. In the event of any anticipated or actual breach of this Order, any Party may seek to enforce the terms of this Order.
15. There shall be liberty to apply, which shall be on notice to the other Parties.
16. The costs of compliance with and of drafting this Order shall be costs in the case.

### **NOTICES**

17. Any notice, consent or objection to be given under or in connection with this Order (each a “*Notice*” for the purposes of this paragraph) shall be in writing.
- 17.1. Service of a Notice must be effected by email and, in the case of Notice to the Third and Fourth Defendants and Eights Part 20 Defendants (the “*DAF Parties*”), with a hard copy to follow by post to Travers Smith LLP, 10 Snow Hill, London EC1A 2AL (Ref. CFE/JEM/AZK).
- 17.2. Notices shall be addressed as follows:
  - (a) Notices for the Claimants shall be marked for the attention of:  
  
Email addresses: [hausfeldtrucksuk@hausfeld.com](mailto:hausfeldtrucksuk@hausfeld.com)  
  
Reference: SC/AMM/L0201.0006
  - (b) Notices for the First and Second Defendants and Fourteenth and Fifteenth Part 20 (the “*Iveco Parties*”) shall be marked for the attention of:

Iveco

Email addresses: [Kim.Dietzel@hsf.com](mailto:Kim.Dietzel@hsf.com)  
[Gregg.Rowan@hsf.com](mailto:Gregg.Rowan@hsf.com)  
[IvecoLitigationUKHSF@hsf.com](mailto:IvecoLitigationUKHSF@hsf.com)

Reference: 30991611/4168/9100/11090

- (c) Notices for the DAF Parties shall be marked for the attention of:

DAF

Email addresses: [DafTrucks@traverssmith.com](mailto:DafTrucks@traverssmith.com)  
[Caroline.Edwards@traverssmith.com](mailto:Caroline.Edwards@traverssmith.com)  
[Joseph.Moore@traverssmith.com](mailto:Joseph.Moore@traverssmith.com)  
[Anchal.Kapur@traverssmith.com](mailto:Anchal.Kapur@traverssmith.com)

Reference: CFE/JEM/AZK

- (d) Notices for the First to Third Part 20 Defendants (the “*MAN Parties*”) shall be marked for the attention of:

MAN

Email addresses: [SM MANTrucks@SlaughterandMay.com](mailto:SM MANTrucks@SlaughterandMay.com)

Reference: DMT/HEW/TAZC

- (e) Notices for the Fourth to Seventh Part 20 Defendants (the “*Volvo/Renault Parties*”) shall be marked for the attention of:

Volvo/Renault Trucks

Email addresses: [\\$VRT\\_Trucks\\_UK@freshfields.com](mailto:$VRT_Trucks_UK@freshfields.com)  
[nicholas.frey@freshfields.com](mailto:nicholas.frey@freshfields.com)

Reference: 168213-0001 BCT/NJF

- (f) Notices for the Eleventh to Thirteenth Part 20 Defendants (the “*Scania Parties*”) shall be marked for the attention of:



Scania

Email addresses: [ScaniaTrucksUK@AllenOvery.com](mailto:ScaniaTrucksUK@AllenOvery.com)  
[Robin.Marshall@AllenOvery.com](mailto:Robin.Marshall@AllenOvery.com)  
[Russell.Butland@AllenOvery.com](mailto:Russell.Butland@AllenOvery.com)  
[Jonathan.Hitchin@AllenOvery.com](mailto:Jonathan.Hitchin@AllenOvery.com)  
[Rachel.Penfold@AllenOvery.com](mailto:Rachel.Penfold@AllenOvery.com)  
[Lauren.Rasking@AllenOvery.com](mailto:Lauren.Rasking@AllenOvery.com)

Reference: JDJH/ROOM/0032310-0000056

- (g) Notices for the Tenth Part 20 Defendant Addressee shall be sent to:

Daimler

Email addresses: [qeprojectnero@quinnemanuel.com](mailto:qeprojectnero@quinnemanuel.com)  
[borisbronfentrinker@quinnemanuel.com](mailto:borisbronfentrinker@quinnemanuel.com)  
[nicolachesaites@quinnemanuel.com](mailto:nicolachesaites@quinnemanuel.com)  
[lauraabram@quinnemanuel.com](mailto:lauraabram@quinnemanuel.com)

Reference: 006787-00001A/BB/NC/LA

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

Made: 12 June 2019  
Drawn: 12 June 2019

This part contains the names of Inner Confidentiality Ring Members:

**PART A**

<u>Claimants</u>
Scott Campbell
Anna Morfey
Aoife Keane
William Towell (added 19 September 2018)
Amandine Gueret
<del>James Groves</del> (Removed 31 May 2019)
Julien Michel (added 14 August 2018)
<del>Benjamin Smith</del> (added 28 September 2018) (Removed 31 May 2019)
Samson Yap
Andrew Pickard
Samantha Derksen (added 10 October 2018)
Antoine Riquier (added 10 October 2018)
Claus Wenzler (added 25 October 2018)
Ginevra Bicciole (added 25 October 2018)
Agnieszka Zalewska (added 1 November 2018)
<del>Georgia Lydia Rachianoti</del> (added 1 November 2018) (Removed 31 May 2019)
Andrew Bullion (added 8 January 2019)
Antonio Delussu (added 8 January 2019)
Julia Von Eitzen Peretz (added 8 February 2019)
Olivier Salas (added 8 February 2019)
<del>Rachael Wake</del> (added 8 February 2019) (Removed 31 May 2019)
Dumani Headley (added 23 April 2019)
<i>Hausfeld &amp; Co LLP</i>
Marie Demetriou QC
Christopher Brown
Tristan Jones
Tim Johnston (added 10 October 2018)
Warren Fitt (added 8 January 2019)

Thomas van der Klugt (added 20 February 2019)

*Claimants' Counsel*

Saveria de Falco (added 2 October 2018)

Tinuola Modupe Taiwo (added 2 October 2018)

Dilsu Ekin Undar (added 2 October 2018)

Anna Beth Martin (added 2 October 2018)

Farheen Chaudhry (added 2 October 2018)

Lorena Guzman Munoz (added 2 October 2018)

Roxana-Florina Popa (added 2 October 2018)

Stephen Rhys Davies (added 2 October 2018)

Tanyasiri Stell (added 2 October 2018)

Marco Grisafi (added 2 October 2018)

Elfedina Kreutner (added 10 October 2018)

Helene Pavlovic (added 10 October 2018)

Nadia Galinier (added 10 October 2018)

Shewan Mohammad (added 10 October 2018)

Maria Lopez Amago (added 10 October 2018)

Barbara Ariadna Garcia Gil (added 10 October 2018)

Claudia Sofia Freire Marques (added 10 October 2018)

Andreas Jansen (added 11 October 2018)

Michail Leliopoulos (added 11 October 2018)

Per David Allan Jackson (Added 8 November 2018)

*Contractors - External reviewers*

Nils von Hinten-Reed (added 17 October 2018)

Frederick Wandschneider (added 17 October 2018)

Fabian Rinnen (added 17 October 2018)

Juliane Bayer (added 17 October 2018)

Elisa Flecken (added 8 February 2019)

*Expert Economists - CEG Europe Limited*

*The Iveco Parties*

Kim Dietzel

Gregg Rowan

Grace Aylward

Daniel Woods  
Christon Shenolikar  
James White  
Stephen Thomson  
~~Michael Barron~~ (removed 2 April 2019)  
~~Peter Brennan~~ (added 12 October 2018) (removed 1 May 2019)  
~~Peter Cunningham~~ (added 12 October 2018) (removed 1 May 2019)  
Antony Ganev (added 12 October 2018)  
~~Samuel Hall~~ (added 12 October 2018) (removed 14 March 2019)  
~~Sophie Jones~~ (added 12 October 2018) (removed 14 March 2019)  
Gerarda Morton (added 12 October 2018)  
Catherine Muir (added 12 October 2018)  
~~Christopher Madden~~ (added 12 October 2018) (removed 14 March 2019)  
~~Georgia Nickson~~ (added 12 October 2018) (removed 14 March 2019)  
~~Alexandra Witzel~~ (added 12 October 2018) (removed 1 May 2019)  
John Cagan (added 22 October 2018)  
~~Johnathan Trent~~ (added 22 October 2018) (removed 14 March 2019)  
~~Richard Agyekum~~ (added 22 October 2018) (removed 1 May 2019)  
Nikita Davé (added 7 November 2018)  
Anne Eckenroth (added 7 November 2018)  
James Farrell (added 14 November 2018)  
Francesca Ruddy (added 14 November 2018)  
Antonia Brindle (added 13 December 2018)  
Jane Johnston (added 13 December 2018)  
~~Claire Stirrup~~ (added 8 January 2019) (removed 14 March 2019)  
Daniel May (added 8 January 2019)  
~~Afreen Akhtar~~ (added 22 January 2019) (removed 14 March 2019)  
Mairead Connolly (added 13 February 2019)  
Shannon Roddy (added 13 February 2019)  
Graeme Robertson (added 25 February 2019)  
Natalia Rodriguez (added 25 February 2019)  
Olivia Walton (added 25 February 2019)  
Katie Collins (added 25 February 2019)

Joe Moorcroft-Moran (added 25 February 2019)  
Carlos Arrebola (added 25 February 2019)  
Ryan Toner (added 25 February 2019)  
Helen Bignall, Senior Associate (added 14 March 2019)  
Naomi Probert, Associate (added 14 March 2019)  
Wilkie Hollens, Trainee Solicitor (added 14 March 2019)  
Cassie Ayre, Trainee Solicitor (added 14 March 2019)  
Chetna Reddy, Trainee Solicitor (added 14 March 2019)  
Rebekah Dixon (added 2 April 2019)  
Alfredo De Stefano (added 5 April 2019)  
Saima Zafar (added 1 May 2019)  
Andrew Hillan (added 5 June 2019)  
*Herbert Smith Freehills LLP*

Juan Rodriguez  
Michael Engel  
*Sullivan & Cromwell LLP*

Kelyn Bacon QC  
Tony Singla  
Max Schaefer  
Matthew Kennedy (added 7 November 2018)  
*Counsel – Brick Court*

Lorenzo Coppi  
Michele Avagliano  
Ming Yu Wong  
Pawani Malhotra  
Andrew Mell  
Kristofer Hammarback  
Valentina Bianchi Vimercati (added 12 October 2018)  
Lionel Low (added 12 October 2018)  
Gytautas Karklius (added 12 October 2018)  
Andy Parkinson (added 12 October 2018)  
Laura Rovegno (added 22 January 2019)  
Jin Kiat Tan (added 22 January 2019)

Balram Sennik (added 22 January 2019)

Alina Mika (added 2 May 2019)

*Expert Economists*

*The MAN Parties*

Richard Swallow, Partner

Damian Taylor, Partner

Holly Ware, Partner

Thomas Clark, Associate

Leo Kitchen, Associate

Dan Warner, Associate

Tom Windsor, Associate

Gretel Scott, Associate

Antonia Tjong, Associate (added 18 December 2018)

Ross Francis-Pike (added 5 February 2019)

~~Stella Kim, Trainee Solicitor~~(removed 09 April 2019)

~~Serena Hopkins, Trainee Solicitor~~(removed 09 April 2019)

Samuel Salt, Trainee Solicitor (added 5 September 2018)

Georgina Terry, Trainee Solicitor (added 5 September 2018)

Nicholas White, Trainee Solicitor (added 5 September 2018)

Harriet Saunders, Trainee Solicitor (added 22 February 2019)

Samuel Franklin, Trainee Solicitor (added 22 February 2019)

Paul Duncan, Trainee Solicitor (added 22 February 2019)

Jasmin Simpson, Paralegal (added 5 September 2018)

Nick Addow, eDisclosure coordinator (added 02 November 2018)

Akbar Hassan, eDisclosure coordinator (added 02 November 2018)

Darryl Clancy, eDisclosure coordinator (added 02 November 2018)

Sean Roodt, eDisclosure Manager (added 02 November 2018)

Phyllis Guven, Associate (added 11 January 2019)

Bo Li, Senior eDisclosure coordinator (added 5 February 2019)

Maria Bergamasco, Trainee Solicitor (added 14 March 2019)

Gayle Haig, Trainee Solicitor (added 14 March 2019)

Ellie Fox, Trainee Solicitor (added 21 March 2019)

Nicholas Quirke, Associate (added 21 March 2019)

Magdalena Kowalczyk, Associate (added 09 April 2019)

Rachel Hunter, Trainee Solicitor (added 11 June 2019)

*Slaughter and May*

Markus Roehrig, Partner

Daniel Zimmer, Counsel

Lars Mesenbrink, Senior Associate

Sarah Milde, Senior Associate

Malcolm Tiffin-Richards, Senior Associate

Thorsten Maeger, Partner (added 02 November 2018)

Lea Kristina Cleophas, Associate (added 02 November 2018)

Aenne Tetz, Associate (added 02 November 2018)

Christian Huber, Associate (added 02 November 2018)

Jan-Christoph Stephan, Associate (added 02 November 2018)

Florian Braun, Associate (added 5 February 2019)

Jimena Janeiro Fong, Associate (added 5 February 2019)

Luisa Kuschel, Associate (added 08 March 2019)

Philipp Kanzow, Associate (added 6 June 2019)

*Hengeler Mueller*

Daniel Jowell QC

Tom Pascoe

David Bailey (added 18 December 2018)

*Counsel – Brick Court*

Conall Patton

*Counsel – One Essex Court*

Jorge Padilla, Senior Managing Director

Nadine Watson, Senior Vice President

Sofia Galan Perez, Senior Analyst

Norbert Czinkan, Senior Analyst

Thilo Klein, Executive Vice President

Elena Zoido, Senior Vice President

Soledad Pereiras, Vice President

Michael Scheidgen, Senior Economist

Edward Bond, Research Analyst (added 2 October 2018)  
Jasper Haller, Economist (added 02 November 2018)  
Raquel Diez, Economist (added 02 November 2018)  
Carla Banfi, Senior Analyst (added 02 November 2018)  
Stefano Trento, Vice President (added 5 February 2019)  
Manuel Mertel Morillo, Economist (added 19 February 2019)  
*Expert Economists - Compass Lexecon*

*The Volvo/Renault Parties*

Bea Tormey, Partner  
Nicholas Frey, Partner  
Ricky Versteeg, Senior Associate  
Sam Hiebendaal, Senior Associate  
Daniel Hunt, Associate  
Alexandra Malina, Associate  
Ingrid Rois, Associate  
~~Amy Rawson, Associate (removed 3 January 2019)~~  
Anthony Ojukwu, Associate  
Angus Reston, Associate  
Glenn Kembrey, Associate  
Haris Ismail, Associate  
Johanna McDavitt, Associate (added 29 October 2018)  
~~Maya Nirula, Trainee Solicitor (added 5 December 2018) (removed 4 March 2019)~~  
~~Sheridan Jones, Trainee Solicitor (added 5 December 2018) (removed 4 March 2019)~~  
~~Hannah Short, Trainee Solicitor (added 5 December 2018) (removed 4 March 2019)~~  
Gavin Burke, Senior Paralegal  
Megan McDonagh, Paralegal (added 14 November 2018)  
Alexandra Holroyd, Associate (added 9 January 2019)  
~~Josephina Kern, Paralegal (added 9 January 2019) (removed 14 March 2019)~~  
~~Hannah Bergin, Trainee Solicitor (removed 5 June 2019)~~  
~~Tom Byham, Trainee Solicitor (removed 5 June 2019)~~  
~~Jonas Levermann, Trainee Solicitor (removed 5 June 2019)~~  
Jonathan Pagan, Senior Associate (added 14 March 2019)  
Anna Avallone, Paralegal (added 14 March 2019)



Xander Friedlaender, Associate (added 4 April 2019)  
Anna Brennan, Associate (added 4 April 2019)  
Natalie Keir, Associate (added 4 April 2019)  
Rachel Breen, Trainee Solicitor (added 31 May 2019)  
Tamara Ostrowiecki, Trainee Solicitor (added 31 May 2019)  
Shang Koh, Trainee Solicitor (added 31 May 2019)  
*Freshfields Bruckhaus Deringer LLP*

Frank Wijckmans, Partner  
Maaïke Visser, Counsel  
Karolien Francken, Associate  
Monique Sengelov, Associate  
Lise Ryckaert, Paralegal  
*Contrast*

*Hugo Leith (added 15 October 2018)*  
Mark Hoskins QC  
Sarah Ford QC (added 15 October 2018)  
Sarah Abram  
Daniel Piccinin  
Jon Lawrence  
Jennifer MacLeod (added 31 January 2019)  
*Counsel*

Zoltan Biro, Director  
Chris Newton, Associate Director  
Fraser Davison, Manager  
Robert Bowdery, Consultant  
Peter Northall, Consultant (added 23 April 2019)  
Adam Laphorn, Consultant (added 23 April 2019)  
Lyu Georgiev, Consultant (added 23 April 2019)  
Callum Cheshire, Consultant (added 23 April 2019)  
*Expert Economists – Frontier Economics*

*Daimler*

Boris Bronfentrinker, Partner  
Nicola Chesaites, of Counsel

Cordelia Rayner, Senior Associate  
Maria Campbell, Senior Associate (added 7 November 2018)  
Laura Abram, Associate  
Ji-Whan Bang, Associate  
Hannah Dixie, Associate  
Nabil Khabirpour, Associate  
Anna Kullmann, Associate  
James McSweeney, Associate  
Rachel Tompkins, Associate  
Lucy Caton, Paralegal (added 7 November 2018)  
Kerry Hanley, Paralegal (added 21 January 2019)  
Katarzyna Gorna, Contract Attorney (added 21 January 2019)  
Serife Mapp, Contract Attorney (added 23 April 2019)  
Ruy Buchholz, Contract Attorney (added 23 April 2019)  
Elaine Whiteford, Partner (added 30 April 2019)  
*Quinn Emanuel Urquhart & Sullivan UK LLP*

Dr Ulrich Denzel, Partner  
Dr Johannes Hertfelder, Associated Partner  
~~Daniela Mariotti, Associate (removed 4 June 2019)~~  
Rhued Gaiser, Associate  
*Gleiss Lutz Hootz Hirsch PartmbB Rechtsanwälte*

Paul Harris QC  
Ben Rayment  
Michael Armitage  
Alexandra Littlewood (added 21 January 2019)  
*Counsel – Monckton Chambers*

Dr Rainer Nitsche, Director  
Dr Thomas Hildebrand, Principal  
Bas Dessens, Associate Principal  
Harm van Leeuwen, Economist  
*Expert Economists – E.CA Economics GmbH*

Wolfgang Suttner, Senior Expert  
Melanie Gnam, Senior Consultant

Georg Klanfar, Project Manager

*EFS Unternehmensberatung Gesellschaft m.b.H.*

Andrew Grantham, Managing Director (added 19 October 2018)

Greg Huitson-Little, Director (added 19 October 2018)

Natalie Taplin, Senior Consultant (added 19 October 2018)

Camelia O'Brien, Consultant (added 19 October 2018)

Luiz Secco, Consultant (added 19 October 2018)

Mat Hughes, Managing Director (added 19 October 2018)

Martin Lewis, Non-Executive Director (added 31 May 2019)

Jonathan Matthews, Employee (added 31 May 2019)

*AlixPartners LLP*

*The Scania Parties*

Dirk Arts

Kees Schillemans

Francesca Miotto

Lauren Rasking

Tom Schoors

Nele De Backer

Jonathan Hitchin

Rachel Penfold

Robin Marshall

Russell Butland (added 14 September 2018)

Heather Mowbray (added 14 September 2018)

Oliver Troen (added 14 September 2018)

Natalie Collins (added 14 September 2018)

~~Aoife O'Reilly (added 9 November 2018)~~ (removed 28 February 2019)

Paul Nicholson (added 14 December 2018)

Sophie Walker (added 14 January 2019)

Parisa Bastani (added 28 February 2019)

Piet Jacobs (added 28 February 2019)

Florian Bourdon (added 28 February 2019)

Robert Steele (added 24 April 2019)

*Allen & Overy LLP*

Brian Kennelly QC

Jason Pobjoy

Andrew Trotter (added 14 December 2018)

*Counsel*

Francesco Rosati

Tim Reuter

Roberto Parra Segura

Matthieu Glotz

~~Eva Sotosek~~ (removed 12 February 2019)

~~Luey Holden~~ (removed 12 February 2019)

Christoffer Haag Theilgaard (added 12 February 2019)

Alastair Langtry (added 12 February 2019)

*Expert Economists – RBB Economics*

Joao Santos Silva

*Academic advisor working with RBB Economics*

*The DAF Parties*

Caroline Edwards, Partner

~~Nigel Seay, Partner~~ (removed on 30 January 2019)

Anne Foster, Consultant

~~Paul McComb, Senior Associate~~ (removed on 30 January 2019)

Joseph Moore, Senior Associate

Rachel Wilson, Senior Associate

Sam Wilson, Senior Associate

Rachel Kitchman, Senior Associate

Edward Hardman, Associate

Anchal Kapur, Associate

Tim Knight, Associate

Philippe Lopeman, Associate

Michelle Anderson, Trainee Solicitor

Joseph Gaffney, Paralegal

Mahdi Siddique, Paralegal

Huw Jenkin, Partner (added on 30 January 2019)

Angela Taylor, Senior Counsel (added on 30 January 2019)

James Hulmes, Senior Associate (added on 30 January 2019)  
Charlotte Angwin, Associate (added on 30 January 2019)  
Laura McCann, Associate (added on 30 January 2019)  
Cameron Mills, Associate (added on 30 January 2019)  
Maya Chandegra, Associate (added on 30 January 2019)  
~~Sam van Besouw, Trainee Solicitor (added on 30 January 2019) (removed on 06 March 2019)~~  
~~Thomas Davies, Trainee Solicitor (added on 30 January 2019) (removed on 06 March 2019)~~  
Hessel Roeleveld, Paralegal (added on 30 January 2019)  
Jack Redrup, Paralegal (added on 30 January 2019)  
Lucy Briggs, Paralegal (added on 30 January 2019)  
Marguerite Casanova, Paralegal (added on 30 January 2019)  
Lauren Clark-Hughes, Associate (added on 08 February 2019)  
Tom Caldwell, Associate (added on 08 February 2019)  
Cormac Toomey, Senior Associate (added on 06 March 2019)  
Imogen Nolan, Associate (added on 06 March 2019)  
Lydia Williams, Trainee Solicitor (added on 06 March 2019)  
Anastasia Rostron, Trainee Solicitor (added on 06 March 2019)  
Inge Swiegers, Trainee Solicitor (added on 06 March 2019)  
Sam Cottman, Senior Counsel (added on 23 May 2019)  
*Travers Smith LLP*

Daniel Beard QC  
Meredith Pickford QC  
Rob Williams  
Nikolaus Grubeck  
Daisy Mackersie  
James Bourke  
David Gregory  
Thomas Sebastian (added on 01 May 2019)  
*Counsel – Monckton Chambers*

Damien Neven, Senior Consultant  
Enrique Andreu, Senior Vice President

Julian Delamer, Senior Vice President

(removed on 23 May 2019)Roberto Venturini, Economist

~~Siewerd Gaastra, Economist~~(removed on 29 March 2019)

Marcin Pruski, Economist

Vladimir Tsimaylo, Senior Analyst

Laura Napolitano, Analyst (added on 1 March 2019)

Laureen de Barsy, Analyst (added on 1 March 2019)

Daniel Westrik, Economist (added on 23 May 2019)

*Expert Economists – Compass Lexecon*

Jolling de Pree, Partner

Berto Winters, Partner

Machteld de Monchy, Partner

Tilly Alberga-Smits, Senior Associate

Kees Saarloos, Senior Associate

~~Stephanie The, Senior Associate~~(removed on 29 March 2019)

Lizette van Loon, Senior Associate

Zeynep Ortac, Senior Associate

Arne Munch, Senior Associate

Samantha Brinkhuis, Senior Associate

Georgiana Mirza, Associate

Evija Butane, Associate

Wouter-Jan Leys, Associate

Vivian van Weperen, Associate

Femke Kolff-Otten, Contract Lawyer a.i.

~~Junior Serrano, Legal Project Manager~~(removed on 29 March 2019)

Paul Post, Associate (added on 15 February 2019)

Tiana Danielle Xavier, Associate (added on 15 February 2019)

Mira Smulders, Senior Associate, (added on 15 February 2019)

Tim van den Meijdenberg, Associate (added on 15 February 2019)

Aylin Gayibli, Associate (added on 1 March 2019)

Agnieszka Bartlomiejczyk, Associate (added on 12 April 2019)

Justyna Niemczyk, Associate (added on 12 April 2019)

James Wang, Senior Associate (added on 24 May 2019)



This part contains names of Outer Confidentiality Ring Members (excluding Outer Confidentiality Ring Members who are also Inner Confidentiality Ring Members):

## PART B

### Claimants

<u>Wolseley UK</u>
Nicky Randle, Head of Legal (added on 7 February 2019) Harjinder Bains, Commercial Counsel (added on 7 February 2019)
<u>Metro AG</u>
Manuel Bermudez Caballero, Head of Competition and Compliance (added 11 February 2019) Reto Batzel, Head of Competition and Compliance (added 11 February 2019)
<u>NWF Group PLC</u>
Stephen Robert Andrew, Company Secretary (added 11 February 2019)
<u>Brakes Bros Limited</u>
Sarah Whibley, Group General Counsel and Company Secretary (added 11 February 2019)
<u>Dairy Crest Limited</u>
Isobel Hinton, Solicitor (added 20 February 2019)
<u>CM Downton</u>
Mark Davis, Company Secretary (added 28 February 2019)

### Defendants

<u>The Iveco Parties</u>
Roberto Russo, General Counsel and Company Secretary, CNH Industrial N.V. Brigette Calcavecchia, General Counsel - Legal & Compliance, CNH Industrial N.V. Dirk Hofmann, Legal Manager Germany & Alps region, Iveco Magirus AG Rodrigo Martínez Heinberg, Legal Affairs Manager Spain & Portugal, Iveco España, S.L. Simona Finati, Head of Legal Italy, CNH Industrial N.V. Simon McCarthy, Legal North Europe and Africa Middle East, CNH Industrial N.V. Craig Marshall, In-House Solicitor, CNH Industrial N.V. (added 14 March 2019)
<u>The MAN Parties</u>



MAN Truck & Bus AG

Dr. Martin Gestaltmeyr, General Counsel

Dr. Anja Doering, Senior Legal Counsel

Sebastian Hausner, Legal Counsel

Elif-Selcen Ciftci, Legal Counsel (added 5 February 2019)

Ingrid Islinger, Legal Counsel (added 28 March 2019)

**The Volvo/Renault Parties**

AB Volvo (publ)

Nina Aresund, Senior Vice President Corporate Legal

Kelda Groves, Head of Litigation, UK and Europe

Susanne Jannesson, Corporate Legal Counsel

Ross Goodrich, Corporate Litigation Counsel (added 31 January 2019)

Volvo Truck Corporation

Jan Svensson, Vice President Legal

Pia Janson, Legal Counsel (added 23 April 2019)

Renault Trucks SAS

Arnaud Agelou, Legal & Compliance Director

Volvo Group UK Limited

Simon Villanueva, Legal Director

Sonica Dahri, Senior Legal Counsel

**The Scania Parties**

Mikael Eurenus, Legal Counsel, Scania CV AB

Kareen Cranston, Head of Compliance, Legal and Risk, Scania GB

**Daimler**

Daimler AG

Thomas Laubert, Vice President and Group General Counsel (added 5 September 2018)

Florian Adt, Associate General Counsel

Jan-Philipp Komossa, Senior Legal Counsel

Steffen Scherer, Senior Legal Counsel

Sung-Kyung Yi, Legal Counsel

Miklos Mudrony, Legal Counsel

Wolfgang Krafft, Senior Manager Sales & Marketing

<p>Kirsten Grundmann, Manager Sales &amp; Marketing</p> <p>Rainer Meyle, Manager Sales &amp; Marketing</p> <p>Ute Pazer, Senior Legal Counsel</p> <p>Mai-Britt Cordt, Legal Counsel</p> <p>Bernhard Hauenschild, Legal Counsel</p>
<p><u>Mercedes-Benz Cars UK Limited</u></p> <p>Jonathan Lipman, General Counsel</p> <p>Stacey Dransfield, Deputy General Counsel</p> <p>Sam Whittaker, Sales and Marketing Director</p> <p>Ross Paterson, Head of Product and Marketing</p> <p>James Venables, Key Account Manager</p> <p>Simon Anthony, IT Design Architect</p>
<p><b><u>The DAF Parties</u></b></p>
<p><u>PACCAR Inc</u></p> <p>Doug Grandstaff, General Counsel Preston Feight, Executive Vice President</p> <p>Harrie Schippers, President and Chief Financial Officer</p> <p>Preston Feight, Executive Vice President</p>
<p><u>DAF Trucks N.V</u></p> <p>Duco Zoomer, General Counsel</p> <p>Roeby Tjemkes, Senior Legal Counsel</p> <p>Marjon Ijpelaar, Senior Legal Counsel</p> <p>Harry Wolters, President</p> <p>Nico den Houting, Project Manager for Civil Litigation</p> <p>Mario Suy, Project Manager Financial Data (added on 06 March 2019)</p> <p>Sanne Boullart, Assistant Project Manager for Civil Litigation (added on 06 March 2019)</p> <p>Willem-Jan Wieland, Senior Legal Counsel (added on 12 April 2019)</p>
<p><u>DAF Trucks Limited</u></p> <p>Robin Easton, Managing Director</p>

## PART C

### UNDERTAKING

#### (TO BE PROVIDED BY INNER CONFIDENTIALITY RING MEMBERS)

In respect of any Inner Confidentiality Ring Information and/or Outer Confidentiality Ring Information disclosed to them pursuant to this Order, each Inner Confidentiality Ring Member undertakes that they will comply with the following requirements, to the extent applicable to them, in the terms below.

I, **[name]**, of **[company]** being [legal or other qualification or position] undertake to the Tribunal and each of the Parties and Scania as follows:

1. I have read a copy of the Tribunal's Order of ..... and understand that Order and the implications of giving this undertaking.
2. I have read rule 31.22 of the Civil Procedure Rules and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Inner Confidentiality Ring Information to any person who is not an Inner Confidentiality Ring Member (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. I will use the Confidential Information only for the purpose of these proceedings and for the purpose of no other current or future proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
6. The documents containing any Inner Confidentiality Ring Information will remain in my custody or the custody of another Inner Confidentiality Ring Member at all times

and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.

7. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
8. The production of further copies by me of the documents containing the Inner Confidentiality Ring Information shall be limited to those required for the use of the Inner Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 5 of this undertaking.
9. The production of further copies by me of the documents containing the Outer Confidentiality Ring Information shall be limited to those required for the use of the Outer Confidentiality Ring Members for the purposes of these proceedings only and such copies shall be held in accordance with paragraph 5 of this undertaking.
10. Subject to the exceptions in paragraph 11.1 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of these proceedings.

Signed:

Name:

Date:

**PART D**  
**UNDERTAKING**

**(TO BE PROVIDED BY OUTER CONFIDENTIALITY RING MEMBERS)**

In respect of any Outer Confidentiality Ring Information disclosed to them pursuant to this Order, each Outer Confidentiality Ring Member undertakes that they will comply with the following requirements, to the extent applicable to them, in the terms below.

I, **[name]**, of **[company]** being **[legal or other qualification or position]** undertake to the Tribunal and each of the Parties and Scania as follows:

1. I have read a copy of the Tribunal's Order of ..... and understand that Order and the implications of giving this undertaking.
2. I have read rule 31.22 of the Civil Procedure Rules and am aware of and will comply with the obligations imposed by the rule.
3. I will not disclose Outer Confidentiality Ring Information to any person who is not an Outer Confidentiality Ring Member (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
4. I will use the Outer Confidentiality Ring Information only for the purpose of these proceedings and for the purpose of no other current or future proceedings, dispute, complaint, or other use whatsoever in any jurisdiction (except to the extent that I am aware of the same information from another document that does not constitute "Confidential Information" and that was not obtained in breach of this undertaking or of the Tribunal's Order).
5. The documents containing any Outer Confidentiality Ring Information will remain in my custody or the custody of another Outer Confidentiality Ring Member at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
6. The production of further copies by me of the documents containing the Outer Confidentiality Ring Information shall be limited to those required for the use of the Outer Confidentiality Ring Members for the purposes of these proceedings only and shall be held in accordance with paragraph 4 of this undertaking.

7. Subject to the exceptions in paragraph 11.1 of the Order, and to the extent permitted by law, any and all copies of Confidential Information which are within my control will be securely disposed of insofar as is technologically possible or rendered inaccessible from any computer systems, disk or device, so that the Confidential Information is not readily available to any person at the conclusion of these proceedings.

Signed:

Name:

Date: