



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1296/5/7/18

BETWEEN:

- (1) ARLA FOODS AMBA
- (2) ARLA FOODS LIMITED
- (3) ARLA FOODS UK SERVICES LIMITED
- (4) MD FOODS AMBA
- (5) ARLA FOODS DISTRIBUTION A/S
- (6) ARLA, EKONOMISK FÖRENING
- (7) ARLA FOODS AB
- (8) MUH ARLA EG
- (9) ARLA FOODS LOGISTICS GMBH

Claimants

- and -

- (1) FIAT CHRYSLER AUTOMOBILES N.V.
- (2) CNH INDUSTRIAL N.V.

Defendants/Rule 39 Claimants

- (1) MAN SE
- (2) MAN TRUCK & BUS AG
- (3) MAN TRUCK & BUS DEUTSCHLAND GMBH
- (4) AKTIEBOLAG VOLVO (PUBL)
- (5) VOLVO LASTVAGNAR AKTIEBOLAG
- (6) VOLVO GROUP TRUCKS CENTRAL EUROPE GMBH
- (7) RENAULT TRUCKS SAS
- (8) PACCAR INC
- (9) DAF TRUCKS DEUTSCHLAND GMBH
- (10) DAF TRUCKS NV
- (11) DAIMLER AG
- (12) SCANIA AKTIEBOLAG (PUBL)
- (13) SCANIA CV AKTIEBOLAG (PUBL)
- (14) SCANIA DEUTSCHLAND GMBH

Rule 39 Defendants

CONFIDENTIALITY RING ORDER

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

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:

DEFINITIONS

1. For the purposes of this Order:
 - 1.1 **“Confidential Information”** means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.
 - 1.2 **“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.
 - 1.3 **“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 6 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 disclosed 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).

1.4 ***“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 5 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 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 5 below) where the Proposing Party has complied with paragraph 5.3(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.

1.5 ***“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 6 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 documents disclosed 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).

1.6 ***“Outer Confidentiality Ring Members”*** are:

- (a) Inner Confidentiality Ring Members;
- (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 5 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 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 5 below) where the Proposing Party has complied with paragraph 5.3(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.

1.7 ***“Party”*** or ***“Parties”*** means a party to these proceedings, including (for the avoidance of doubt) any Third Parties/Rule 39 Defendants.

- 1.8 ***“these proceedings”*** means the claim filed in the Competition Appeal Tribunal on 23 August 2018 by the Claimants against the Defendants under Claim No. 1296/5/7/18.

INNER CONFIDENTIALITY RING INFORMATION

2. 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

3. 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:
- 3.1 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;
- 3.2 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

4. 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 the Order.

ADDITIONS TO THE INNER OR OUTER CONFIDENTIALITY RING

5. 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):
- 5.1 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;
- 5.2 following receipt of a notice pursuant to paragraph 5.1 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;

- 5.3 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 5.2 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 5.3(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.
- 5.4 If any objection referred to in paragraph 5.2 above is received, the Proposing Party may apply to the Tribunal and give notice of such application to the Receiving Parties.
- 5.5 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 8.

DESIGNATION OF DOCUMENTS/INFORMATION

6. A Party providing a document/information in connection with these proceedings may designate that the document is either: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.
- 6.1 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.
- 6.2 A designation of not confidential means that the document/information is not Confidential Information.
- 6.3 Failure to provide a designation for a document/information at the time the document is provided shall be deemed to be a designation that the document/information in question is not confidential.
- 6.4 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.
- 6.5 The Decision shall be deemed to be designated Outer Confidentiality Ring Information.

PROPOSED PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS

7. 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.
- 7.1 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.
- 7.2 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 7.2(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 7.2(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 7.2(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 7.2(c)(i) above to the Tribunal and the other Parties;

7.3 if any objection referred to in paragraph 7.2 above is received, the requesting Party may apply to the Tribunal and give notice of such application to the other Parties.

COPIES OF CONFIDENTIAL INFORMATION

8. Subject to the exceptions in paragraph 8.1 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).

8.1 The obligation in paragraph 8 above, is subject to the following exceptions:

- (a) Paragraph 8 does not apply to solicitors' or counsel's notes.
- (b) Paragraph 8 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 8 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 8 does not apply to a Party in respect of the Confidential Information it provided.

UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 9. 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

- 10. 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 provided the Confidential Information in these proceedings.

ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS

- 11. In the event of any anticipated or actual breach of this Order, any Party may seek to enforce the terms of this Order.
- 12. There shall be liberty to apply, which shall be on notice to the other Parties.

13. The costs of compliance with and of drafting this Order shall be costs in the case.

NOTICES

14. Any notice, consent or objection to be given under or in connection with this Order (each a "**Notice**") shall be in writing.

15. Service of a Notice must be effected by email.

16. Notices shall be addressed as follows:

(a) Notices for the Claimants shall be marked for the attention of:

Email addresses: trudy.feastergee@walkermorris.co.uk
sue.harris@walkermorris.co.uk

Reference:

(b) Notices for the First and Second Defendants (the "**Iveco Parties**") shall be marked for the attention of:

Email addresses: kim.dietzel@hsf.com
james.farrell@hsf.com
IvecoLitigationUKHSF@hsf.com

Reference:

(c) Notices for the Eight to Tenth Rule 39 defendants (the "**DAF Parties**") shall be marked for the attention of:

Email addresses: DafTrucksconfidentiality@traverssmith.com

Reference:

(d) Notices for the First to Third Rule 39 Defendants (the "**MAN Parties**") shall be marked for the attention of:

Email addresses: SM_MANTrucks@SlaughterandMay.com

Reference:

- (e) Notices for the Fourth to Seventh Rule 39 Defendants (the “**Volvo/Renault Parties**”) shall be marked for the attention of:

Email addresses: [\\$VRT_Trucks_UK_Confidentiality@freshfields.com](mailto:$VRT_Trucks_UK_Confidentiality@freshfields.com)

Reference:

- (f) Notices for the Eleventh Rule 39 Defendant (the “**Daimler/Mercedes Parties**”) shall be marked for the attention of:

Email addresses: generoconfidentiality@quinnemanuel.com

Reference:

- (g) Notices for the Twelfth to Fourteenth Rule 39 Defendants (the “**Scania Parties**”) shall be marked for the attention of:

Email addresses: scaniatrucksukconfidentiality@allenovery.com

Reference:

The Honourable Mr Justice Roth
President of the Competition Appeal Tribunal

Made: 9 September 2020
Drawn: 9 September 2020

SCHEDULE

PART A

This part contains the names of the Inner Confidentiality Ring Members:

Claimants

Walker Morris LLP

Trudy Feaster-Gee, Partner (Barrister)

Sue Harris, Director

Amanda Kent, Senior Associate

Jack Gale, Trainee Solicitor

Monckton Chambers

Ronit Kreisberger Q.C.

Essex Court Chambers

Hugh Mercer Q.C.

London Economics

Paula Ramada

Iveco Parties

Herbert Smith Freehills LLP

Kim Dietzel, Partner

Gregg Rowan, Partner

Grace Aylward, Consultant

Daniel Woods, Senior Associate

Christon Shenolikar, Senior Associate

James White, Associate

Stephen Thomson, Senior Associate

Antony Ganev, Legal Analyst

Gerarda Morton, Legal Manager

Catherine Muir, Senior Former Practising Barrister

John Cagan, Paralegal

Nikita Davé, Associate

Anne Eckenroth, Associate

James Farrell, Partner

Antonia Brindle, Associate

Jane Johnston, Senior Legal Analyst

Daniel May, Senior Associate

Mairead Connolly, Solicitor (Northern Ireland)

Shannon Roddy, Legal Analyst

Graeme Robertson, Senior Associate

Natalia Rodriguez, Senior Associate

Olivia Walton, Senior Associate

Helen Bignall, Of Counsel

Naomi Reid, Associate
Rebekah Dixon, Senior Associate
Alfredo De Stefano, Paralegal
Saima Zafar, Paralegal
Ramya Veerabathran, Associate
Jerome Temme, Associate
Ben Phillips, Associate
Linet Kurian, Legal Analyst
Ina Metko, Associate
Annika Gante, Associate
Nikolaus Moench, Associate
Janice Sowah, Paralegal
Dylan McBurney, Legal Analyst
Stephen Wisking, Partner
Andrew North, Of Counsel
Niall Kennedy, Senior Solicitor (Northern Ireland)
Joe Moorcroft-Moran, Associate
Ramie Farag, Trainee Solicitor
Camille Tabary, Trainee Solicitor
Thomas Wyer, Trainee Solicitor
Joana Bourouphael, Trainee Solicitor
Harriet Hall, Trainee Solicitor
Abraham Whitworth, Trainee Solicitor
Asmita Singhvi, Trainee Solicitor
Patrick O'Connor, Legal Analyst
Alexander Sharples, Senior Associate

Sullivan & Cromwell LLP

Juan Rodriguez, Partner
Michael Engel, Associate

Brick Court Chambers

Kelyn Bacon QC
Tony Singla
Matthew Kennedy
Aaron Khan

Compass Lexecon

Lorenzo Coppi, Executive Vice President
Michele Avagliano, Senior Economist
Ming Yu Wong, Economist
Kristofer Hammarback, Economist
Gytautas Karklius, Senior Analyst
Andy Parkinson, Senior Vice President
Laura Rovegno, Senior Economist
Jin Kiat Tan, Senior Analyst
Balram Sennik, Research Analyst
Simon Collis, Analyst
Alan Rozenberg, Vice President

Joshua Le Cornu, Research Analyst
Harry Gosling, Analyst
Rocco Caprio, Analyst
James Wong, Economist
Rebecca Reichert, Analyst
Aric Chau, Research Analyst
Emmet Lenoach, Research Analyst
Laura Phaff, Vice President
Mallika Arora, Economist
Choo Zhixin (known as Verdi Choo), Senior Analyst
Vivien Csonka, Senior Analyst
Hiranmayee Rajan, Analyst
Gonçalo Manuel Dinis Da Silva Gomes, Research Analyst
James Forster, Senior Analyst
Kadambari Prasad, Vice President
Sasha Guest, Research Analyst
Ziyue Yang, Analyst
Noorah Al Faris, Analyst
Xiaoshi Shi, Analyst
Anisa Kabir, Senior Analyst
Lars Martinez Ridley, Intern
Giovanni Pierdomenico, Intern

DAF Parties

Travers Smith LLP

Caroline Edwards, Partner
Anne Foster, Consultant
Joseph Moore, Senior Associate
Rachel Wilson, Senior Associate
Rachel Kitchman, Senior Associate
Edward Hardman, Associate
Tim Knight, Associate
Philippe Lopeman, Associate
Michelle Anderson, Associate
Huw Jenkin, Partner
Angela Taylor, Senior Counsel
James Hulmes, Senior Associate
Charlotte Angwin, Associate
Laura McCann, Associate
Maya Chandegra, Associate
Thomas Caldwell, Associate
Lauren Clark-Hughes, Associate
Cormac Toomey, Senior Associate
Imogen Nolan, Associate
Matthew Shannon, Paralegal
John Hadfield, Paralegal
Adam Short, Senior Associate

Tara Lewis, Associate
Neeraj Melwani, Paralegal
Joseph Mahon, Paralegal
Alistair Connor, Paralegal
Dan Ursu, Trainee Solicitor
Chloe Budd, Trainee Solicitor
Natalie Batra, Trainee Solicitor
Shreeya Ranchhod, Paralegal
Seaghan Davey, Paralegal

Monckton Chambers

Daniel Beard QC
Meredith Pickford QC
Rob Williams QC
Nikolaus Grubeck
Daisy Mackersie
James Bourke
David Gregory
Thomas Sebastian
Azeem Suterwalla

Compass Lexecon

Damien Neven, Senior Consultant
Enrique Andreu, Senior Vice President
Julian Delamer, Senior Vice President
Roberto Venturini, Economist
Marcin Pruski, Economist
Vladimir Tsimaylo, Senior Analyst
Laura Napolitano, Analyst
Laureen de Barsy, Analyst
Daniel Westrik, Economist
Daniel Coublucq, Vice President
Ian Small, Senior Vice President

FTI Consulting

Mark Bezant, Senior Managing Director
Timothy Warren, Managing Director
Joel Franks, Senior Director
Aaron Roberts, Senior Consultant
Anushana Shukla, Consultant
James McKelvie, Consultant
Jun Yin Shik, Consultant
Ye Zhang, Consultant

De Brauw Blackstone Westbroek N.V.

Jolling de Pree, Partner
Berto Winters, Partner
Machteld de Monchy, Partner
Tilly Alberga-Smits, Senior Associate

Kees Saarloos, Senior Associate
Zeynep Ortac, Senior Associate
Arne Munch, Senior Associate
Georgiana Mirza, Associate
Evija Butane, Associate
Wouter-Jan Leys, Associate
Vivian van Weperen, Associate
Femke Kolff-Otten, Contract Lawyer a.i
Paul Post, Associate
Tiana Danielle Xavier, Associate
Mira Smulders, Senior Associate,
Tim van den Meijdenberg, Associate
Aylin Gayibli, Associate
Agnieszka Bartlomiejczyk, Associate
Justyna Niemczyk, Associate
James Wang, Senior Associate
Iuliia Samsonova, Associate
Laura de Vries, Associate
Judy Jordaan, Contract Lawyer a.i. (ad interim)
Begüm Nisli, Senior Associate
Angelique Groen-Boon, Senior Associate
Cameron Mills, Senior Associate
Alexandru Baltag, Associate

MAN Parties

Slaughter and May

Richard Swallow, Partner
Damian Taylor, Partner
Holly Ware, Partner
Thomas Clark, Associate
Tom Windsor, Associate
Gretel Scott, Associate
Nick Addow, eDisclosure coordinator
Akbar Hassan, eDisclosure coordinator
Antonia Tjong, Associate
Phyllis Guven, Associate
Ross Francis-Pike, Associate
Bo Li, Senior eDisclosure coordinator
Nicholas Quirke, Associate
Magdalena Kowalczyk, Associate
William Doyle, Associate
Thomas Grodecki, Associate
Giancarlo Di Santo, Contract Lawyer
Felicia Zeller, Contract Lawyer
Rachel Lawrence, Trainee Solicitor
Rachel Rourke, Trainee Solicitor
Natasha Molson, Trainee Solicitor

Camilla Turner, Trainee Solicitor
Robert Walmsley, Trainee Solicitor
Sam Cheung, Trainee Solicitor
Heather Broadbent, Trainee Solicitor
Alexander Cranstoun, Trainee Solicitor
Gregory Ong, Trainee Solicitor
Richard Dodding, Trainee Solicitor
Elizabeth Jordan, Senior Counsel
Jessica Ward, Trainee Solicitor
Fatima Harlock, Trainee Solicitor
Raza Nazar, Trainee Solicitor
Elissa Foord, Trainee Solicitor
Jennifer Allan, Trainee Solicitor
Claire Hooi, Trainee Solicitor
Robert Worthington, Evidence and Operations Manager
Benjamin Lammin, Trainee Solicitor
Georgina Terry, Trainee Solicitor
Harry Klein, Trainee Solicitor
Lorna Nsoatabe, Associate
Aliya Al-Yassin, Associate
Clara Austeria, Trainee Solicitor
Calyx Tucker, Paralegal
Nicholas Lee, Associate

Hengeler Mueller

Markus Roehrig, Partner
Daniel Zimmer, Partner
Sarah Milde, Senior Associate
Malcolm Tiffin-Richards, Senior Associate
Thorsten Maeger, Partner
Lea Kristina Cleophas, Associate
Aenne Tetz, Associate
Florian Braun, Associate
Jimena Janeiro Fong, Associate
Luisa Kuschel, Associate
Philipp Kanzow, Associate
Irene Rodenstock, Associate

Brick Court Chambers

Daniel Jowell QC, Counsel
Tom Pascoe, Counsel
David Bailey, Counsel
Jonathan Scott, Barrister

One Essex Court

Conall Patton, Counsel

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Jorge Padilla, Senior Managing Director

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Sofía 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
Jasper Haller, Economist
Raquel Diez, Economist
Carla Banfi, Economist
Stefano Trento, Vice President
Manuel Mertel Morillo, Economist
Florian Mockel, Economist
Tristan Salmon, Senior Analyst
Janani Dhileepan, Analyst
Sebastien Grotto, Analyst
Marion Chabrost, Economist
Giulio Paltrinieri, Senior Analyst

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Navin Waghe, Senior Managing Director
Lau Nilhausen, Managing Director
Matt Burder, Senior Director
Nick Leese, Director
Thomas Maasen, Senior Consultant
Kriti Chhabra, Consultant
Connor Gower, Consultant
Andrew Hine, Consultant
Genna Aldridge, Director
Katherine Glennie-Soares, Consultant

Volvo/Renault Parties

Freshfields Bruckhaus Deringer LLP

Bea Tormey, Partner
Nicholas Frey, Partner
Ricky Versteeg, Counsel
Daniel Hunt, Associate
Alexandra Malina, Associate
Ingrid Rois, Associate
Anthony Ojukwu, Associate
Angus Reston, Associate
Haris Ismail, Associate
Johanna McDavitt, Associate
Gavin Burke, Senior Paralegal
Megan McDonagh, Paralegal
Alexandra Holroyd, Associate

Jonathan Pagan, Senior Associate
Anna Avallone, Paralegal
Xander Friedlaender, Associate
Anna Brennan, Associate
Natalie Keir, Associate
Nouné Padarian, Paralegal
Rose Goss, Associate
Tegan Harrington, Associate
Amali Pitigala, Paralegal
Laura Brimelow, Legal Solutions Manager
Niamh Lofthouse, Senior Legal Solutions Specialist
Kai Ho Lam, Legal Solutions Specialist
Azharul Islam, Legal Solutions Specialist
Charlotte Best, Associate
Adrian Wright, Associate
Tiffanie Fung, Associate
Campbell Herbert, Associate
Jan-Henning Buschfeld, Principal Associate
Paul Abbott, Senior Associate
Matthew Pickup, Legal Solutions Specialist
Lara Hall, Senior Associate
Wannisa Johnston, Legal Solutions Specialist
Rebecca Burns, Associate (on secondment from Corrs Chambers Westgarth)
Isolde Hill, Trainee Solicitor
Natalie Puddicombe, Associate
Justin Tang, Trainee Solicitor
Abigail Legge, Associate
Teodora Nistor, Legal Solutions Manager
Amy Sanderson, Trainee Solicitor
Rachael Evans, Trainee Solicitor
Rebecca Zard, Trainee Solicitor
Yannis Karakitsios, Trainee Solicitor

Contrast

Frank Wijckmans, Partner
Maaike Visser, Counsel
Karolien Francken, Associate
Monique Sengelov, Associate
Lise Ryckaert, Paralegal
Charlotte Cavanagh, Paralegal

Brick Court

Mark Hoskins QC
Sarah Ford QC
Sarah Abram
Daniel Piccinin
Hugo Leith
Jon Lawrence
Jennifer MacLeod

Frontier Economics

Zoltan Biro, Director
Chris Newton, Associate Director
Fraser Davison, Manager
Peter Northall, Consultant
Adam Laphorn, Consultant
Callum Cheshire, Consultant
Luís Campos, Associate Director
Jon Adlard, Manager
Xavier Mas, Manager
Katherine Bolger, Consultant
Viktoriya Peycheva, Consultant
Michael Naylor-Smith, Analyst
Amber Dale, Analyst
Priyanka Roychoudhury, Analyst
Sonia Razi, Analyst
Hayley Toms, Consultant
Ivana Kocanova, Data Scientist
Mumtad Choudhury, Project Manager
Margherita Ferrara, Analyst
Theres Lessing, Analyst
Maximiliane Reger, Consultant
Hugo Wolters, Analyst
Jakob Hinger, Analyst
Rahul Mistry, Intern
Istvan Barati, Intern

Eversheds Sutherland

Julia Woodward-Carlton, Partner
Rosalind Kellaway, Partner
Andrew Chandler, Consultant

Daimler/Mercedes Parties

Quinn Emanuel Urquhart & Sullivan UK LLP

Boris Bronfentrinker, Partner
Nicola Chesaites, Partner
Maria Campbell, Senior Associate
Cordelia Rayner, Senior Associate
James McSweeney, Senior Associate
Laura Abram, Senior Associate
Nabil Khabirpour, Associate
Rachel Tompkins, Associate
Anna Kullmann, Associate
Hannah Dixie, Associate
Kerry Hanley, Paralegal
Katarzyna Gorna, Contract Attorney

Serife Mapp, Contract Attorney
Ruy Buchholz, Contract Attorney
Elaine Whiteford, Partner
Hamish Saunders, Associate
Michael Trauffer, Contract Attorney
Daniel Masterton, Associate
Kate Lawrence-Smith, Paralegal
Anthony Hadjiantoniou, Associate

Gleiss Lutz Hootz Hirsch PartmbB Rechtsanwälte

Dr Ulrich Denzel, Partner
Dr Johannes Hertfelder, Associated Partner
Rhued Gaiser, Associate
Daniela Drixler, Associate

Monckton Chambers

Paul Harris QC
Ben Rayment
Michael Armitage
Alexandra Littlewood

E.CA Economics GmbH

Dr Rainer Nitsche, Director
Dr Thomas Hildebrand, Principal
Bas Dessens, Associate Principal
Harm van Leeuwen, Economist
Benedikt Flügel, Economist
Thomas Nau, Economist
Jan Christopher Rönn, Economist
Juri Simons, Economist
Wiktor Owczarz, Economist

EFS Unternehmensberatung Gesellschaft m.b.H.

Dr. Klaus Atzwanger, Partner
Wolfgang Suttner, Senior Expert
Melanie Gnam, Senior Consultant
Georg Klanfar, Project Manager

AlixPartners LLP

Andrew Grantham, Managing Director
Greg Huitson-Little, Director
Natalie Taplin, Senior Consultant
Camelia O'Brien, Consultant
Luiz Secco, Consultant
Mat Hughes, Managing Director
Martin Lewis, Non-Executive Director
Jonathan Matthews, Employee
Peter Wright, Senior Vice President
Scott Beattie, Director

Anne-Marie Hitchen, Senior Consultant
Marc Morgan, Vice President
Wen Fen Chong, Vice President
Elena Edwards, Consultant
Tom Millar, Consultant
Sven Hoeling, Employee
Samantha Bainbridge, Employee
Charlotte Halls, Employee

Scania Parties

Allen & Overy LLP

Dirk Arts
Kees Schillemans
Francesca Miotto
Lauren Rasking
Tom Schoors
Nele De Backer
Jonathan Hitchin
Rachel Penfold
Robin Marshall
Russell Butland
Heather Mowbray
Oliver Troen
Natalie Collins
Sophie Walker
Piet Jacobs
Florian Bourdon
Aoife O'Reilly, Associate
Shahab Uddin, Trainee Solicitor
Robert Steele, Associate
Philippa Priestman, Paralegal
Natasha Mutch, Paralegal
Lorraine MacDonald, Legal Advisor

Counsel

Brian Kennelly QC
Jason Pobjoy
Andrew Trotter

Expert Economists – RBB Economics

Francesco Rosati
Tim Reuter
Roberto Parra Segura
Christoffer Haag Theilgaard
Vittorio Michellini
Calum Young, Associate
Trent Pieterse, Associate

Academic advisor working with RBB Economics
Joao Santos Silva

PART B

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

Claimants

Arla Foods amba

Christian Nielsen, Head of Competition

Iveco Parties

Roberto Russo, General Counsel and Company Secretary

Simona Finati, Head of Legal Italy

Simon McCarthy, Legal North Europe and Africa Middle East

Craig Marshall, In-house solicitor, CNH Industrial

Marcella Ortolan, Practice Leader Antitrust and Competition Law (Fiat Chrysler Automobiles)

Giorgio Fossati, General Counsel, Fiat Chrysler Automobiles N.V.

DAF Parties

Doug Grandstaff, General Counsel PACCAR

Harrie Schippers, President and Chief Financial Officer PACCAR

Duco Zoomer, General Counsel DAF Trucks N.V.

Marjon IJpelaar, Senior Legal Counsel DAF Trucks N.V.

Harry Wolters, President DAF Trucks N.V.

Nico den Houting, Project Manager for Civil Litigation DAF Trucks N.V.

Mario Suy, Project Manager Financial Data, DAF Trucks N.V.

Sanne Boullart, Assistant Project Manager Civil Litigation, DAF Trucks N.V.

Willem-Jan Wieland, DAF Trucks N.V.

Robin Easton, Managing Director DAF Trucks Limited

MAN Parties

Dr. Martin Gstaltmeyr, General Counsel MAN Truck & Bus SE

Dr. Anja Doering, Senior Legal Counsel MAN Truck & Bus SE

Sebastian Hausner, Legal Counsel MAN Truck & Bus SE

Elif-Selcen Ciftci, Legal Counsel MAN Truck & Bus SE

Ingrid Islinger, Legal Counsel at MAN Truck & Bus SE

Volvo/Renault Parties

Nina Aresund, Senior Vice President Corporate Legal AB Volvo

Kelda Groves, Head of Litigation, UK and Europe AB Volvo

Susanne Jannesson, Corporate Legal Counsel AB Volvo

Ross Goodrich, Corporate Litigation Counsel, AB Volvo (publ)

Jan Svensson, Vice President Legal Volvo Truck Corporation

Pia Janson, Legal Counsel

Arnaud Agelou, Legal & Compliance Director Renault Trucks SAS
Simon Villanueva, Legal Director Volvo Group UK Ltd
Sonica Dahri, Senior Legal Counsel, Group UK Ltd
Johan Carlsson, Project Manager EU Litigations, Volvo Truck Corporation ®
Benedikte Leroy, Senior Vice President, Legal and Compliance, Volvo Trucks Corporation
Magnus Heidenvall, Vice President Legal, Volvo Trucks Corporation

Daimler/Mercedes Parties

Thomas Laubert, Group General Counsel Daimler AG
Florian Adt, General Counsel Daimler AG
Steffen Scherer, Senior Legal Counsel Daimler AG
Miklos Mudrony, Legal Counsel Daimler AG
Wolfgang Krafft, Senior Manager Sales & Marketing Daimler AG
Kirsten Grundmann, Manager Sales & Marketing Daimler AG
Rainer Meyle, Manager Sales & Marketing Daimler AG
Ute Pazer, Senior Legal Counsel, Daimler AG
Bernhard Hauenschild, Legal Counsel, Daimler AG
Christian Koch, Associate General Counsel, Daimler AG
Volker Abele, Legal Counsel Daimler AG
Yvonne Herr, Legal Counsel Daimler AG
Myriam Spengler, Senior Legal Counsel Daimler AG
Britta Abeshaus, Legal Counsel at Daimler AG
Jonathan Lipman, General Counsel Mercedes-Benz Cars UK Limited
Stacey Dransfield, Deputy General Counsel Mercedes-Benz Cars UK Limited
Sam Whittaker, Sales and Marketing Director Mercedes-Benz Trucks UK Limited
Ross Paterson, Head of Product and Marketing Mercedes-Benz Trucks UK Limited
James Venables, Key Account Manager Mercedes-Benz Trucks UK Limited
Simon Anthony, IT Design Architect Mercedes-Benz Cars UK Limited

Scania Parties

Mikael Eurenus, Legal Counsel, Scania CV AB
Kareen Cranston, Head of Compliance, Legal and Risk, Scania GB

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 as follows:

1. I have read a copy of the Tribunal's Order of 2020 and understand that Order and the implications of giving this undertaking.
2. I have read rule 102 of the Competition Appeal Tribunal 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 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 shall be held in accordance with paragraph 5 of this undertaking.
10. Subject to the exceptions in paragraph 8.1 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 as follows:

1. I have read a copy of the Tribunal's Order of 2020 and understand that Order and the implications of giving this undertaking.
2. I have read rule 102 of the Competition Appeal Tribunal 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 8.1 of the Order, and to the extent permitted by law, any and all copies of the documents containing Confidential Information 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: