



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

Case No: 1284/5/7/18 (T)

**BETWEEN**

**ROYAL MAIL GROUP LIMITED**

Claimant

**-and-**

**(1) DAF TRUCKS LIMITED**  
**(2) DAF TRUCKS N.V.**  
**(3) DAF TRUCKS DEUTSCHLAND GMBH**  
**(4) PACCAR INC**  
**(5) PACCAR FINANCIAL PLC**  
**(6) LEYLAND TRUCKS LIMITED**

Defendants

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**RE-RE-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 Amended Confidentiality Ring Order dated 30 March 2020 (which replaced the Confidentiality Ring Order dated 12 June 2019, which replaced the Confidentiality Ring Order dated 18 December 2018 which replaced the Confidentiality Ring Order dated 26 February 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 26 February 2018, 18 December 2018, 12 June 2019 or 30 March 2020, such undertakings shall continue to apply in respect of this amended 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 "***Common Disclosure***" means any document which has been identified by a disclosing Party, pursuant to the Directions Order dated 30 March 2020 in these proceedings, as having been disclosed to any Claimant(s) in two or more of the Trucks Proceedings.
- 3.2 "***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 Second to Fourth 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, Non Defendant Addressees and Scania in their letters/statements of 11 April 2019 to no longer require confidential treatment within a confidentiality ring.
- 3.3 "***Confidential Information***" means Inner Confidentiality Ring Information and/or Outer Confidentiality Ring Information.
- 3.4 "***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.
- 3.5 "***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).

3.6 **"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 Amended Confidentiality Ring Orders dated 26 February 2018, 18 December 2018, 12 June 2019 or 30 March 2020 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.

3.7 **"Other Claimant"** means any claimant in any of the Trucks Proceedings.

3.8 **"Non Defendant Addressees"** means any addressees of the Decision which are not parties to these proceedings.

3.9 **"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).

3.10 "**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 C or Part D of the Schedule to the Amended Confidentiality Ring Orders dated 26 February 2018, 18 December 2018, 12 June 2019 or 30 March 2020 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.
- 3.11 "**Party**" or "**Parties**" means a party to these proceedings, including (for the avoidance of doubt) any Part 20 Defendants.
- 3.12 "**Scania**" means Scania Aktiebolag, Scania CV Aktiebolag and Scania Deutschland GmbH.
- 3.13 "**these proceedings**" means the claim filed in the Chancery Division of the High Court of Justice on 1 December 2016 by the Claimant against the Defendants under Claim Number CP-2016-003442 and transferred to the Competition Appeal Tribunal by the Order of Mr Justice Roth dated 13 June 2018 under CAT Case No 1284/5/7/18 (T).
- 3.14 "**Trucks Proceedings**" means claims CAT Case 1292/5/7/18 (T) (Suez); CAT Case 1294/5/7/18 (T) (Wolseley); CAT Case 1291/5/7/18 (T) (Ryder); CAT Case 1290/5/7/18 (T) (BT); CAT Case 1295/5/7/18(T) (Dawsongroup); and/or CAT Case 1293/5/7/18 (T) (Veolia).

#### **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.
- 4.1 The individuals listed in Part B of the Schedule to this Order under the heading 'Former Inner Confidentiality Ring Members' were Inner Confidentiality Ring Members under the Amended Confidentiality Ring Order dated 26 February 2018 in these proceedings. As Inner Confidentiality Ring Members, those individuals had access to Inner Confidentiality Ring Information. Any Inner Confidentiality Ring Information previously made accessible to such individuals will remain accessible to those individuals on the terms set out in Part C of the Schedule to 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.
- 6A Any Inner Confidentiality Ring Member or Outer Confidentiality Ring Member may discuss any Confidential Commission with individuals having the same confidentiality status in the Trucks Proceedings, meaning an 'Inner Confidentiality Ring Member' or 'Outer Confidentiality Ring Member' (as applicable), as defined in the relevant confidentiality ring orders made in the Trucks Proceedings, provided the document(s) in question have/has also been disclosed in those proceedings. For the avoidance of doubt, in the case of documents of the nature described at 3.5(b) and 3.9(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 Trucks 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.
- 6B Any Inner Confidentiality Ring Member may discuss any Confidential Information with individuals having the same confidentiality status in the Trucks Proceedings, meaning an 'Inner Confidentiality Ring Member', as defined in the relevant confidentiality ring orders made in the Trucks Proceedings, provided the Confidential Information in question is Common Disclosure in the relevant Trucks Proceedings. For the avoidance of doubt, in the case of documents of the nature described at 3.5(b) and 3.9(b), any parts of such documents that contain or refer to the content of Confidential Information that is not Common Disclosure in the relevant Trucks Proceedings cannot be discussed with Inner Confidentiality Ring Members in those 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, the Non Defendant Addressees and Scania (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 (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 (in the case of a Confidential Commission Document) the Non Defendant Addressees and Scania, 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, Non Defendant Addressees and Scania;
- 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, the Non Defendant Addressees and Scania.

### **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 day 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 Order of Mrs Justice Rose dated 18 December 2017 - 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 Document to the Claimant, 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 Claimant 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 Claimant shall treat the relevant Confidential Commission Document as Inner Confidentiality Ring Information.
- 10.6 The Claimant 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 Claimant 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 Addressee or Scania shall be deemed to consent to the amendment to the designation of the relevant Confidential Commission Document sought by the Claimant; and
  - (d) should the consent referred to in paragraph 10.6(b) above not be obtained, the Claimant 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 THE 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, the Non Defendant Addressees and Scania 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 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, and (in the case of a Confidential Commission Document) the Non Defendant Addressees and Scania, 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, together with (in the case of the Decision or a Confidential Commission Document) the Non Defendant Addressees and Scania. If the Party which provided the Confidential Information in these proceedings (or the relevant Non Defendant Addressee(s) or Scania in the case of a Confidential Commission Document) 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, and any of the Non Defendant Addressees and/or Scania 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, the Non Defendant Addressees and Scania.
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 Defendants, with a hard copy to follow by post to Travers Smith LLP, 10 Snow Hill, London EC1A 2AL (Ref. D.4377.3/CFE).
  - 17.2 Notices shall be addressed as follows:

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

Email addresses: [RoyalMailTrucks@blplaw.com](mailto:RoyalMailTrucks@blplaw.com)

[Andrew.Hockley@bclplaw.com](mailto:Andrew.Hockley@bclplaw.com)

[Edward.Coulson@bclplaw.com](mailto:Edward.Coulson@bclplaw.com)

Reference: AHOC/ECSN/37872.00001

(b) Notices for the Defendants shall be marked for the attention of:

DAF

Email addresses: [DafTrucksconfidentiality@traverssmith.com](mailto:DafTrucksconfidentiality@traverssmith.com)

Reference: CFE/CKA/LYC

(c) Notices for the Non Defendant Addressees shall be sent to:

Volvo/Renault

Email addresses: \$VRT\_Trucks\_UK\_Confidentiality@freshfields.com

Daimler

Email addresses: QENeroConfidentiality@quinnemanuel.com

MAN

Email addresses: [SM\\_MANTrucksConfidentiality@SlaughterandMay.com](mailto:SM_MANTrucksConfidentiality@SlaughterandMay.com)

Reference: DMT/HEW/TAZC

Iveco

Email addresses: [IvecoUKConfidentialityNotification@hsf.com](mailto:IvecoUKConfidentialityNotification@hsf.com)

Reference: 30991611/4168/9100/11090

(d) Notices for Scania shall be marked for the attention of:

Email addresses: [scaniatrucksukconfidentiality@allenoverly.com](mailto:scaniatrucksukconfidentiality@allenoverly.com)

This part contains the names of Inner Confidentiality Ring Members:

## **PART A**

### **Claimant**

Bryan Cave Leighton Paisner LLP

Andrew Hockley, Partner

Ed Coulson, Partner

Ben Blacklock, Senior Associate

Clare Reeve, Senior Associate

Sarah Ward, Senior Associate

Andrew Leitch, Associate

Nicholas Young, Associate

Graeme Thomas, Associate

Tonio Sadoni, Associate

Alexandra Hildyard, Associate (added on 4 July 2019)

Sam Brown, Associate

India Fahy, Associate

Thomas Wright, Associate (added on 22 November 2019)

~~Staffan Wedgell, Counsel (removed on 27 November 2020)~~

~~Giulia Carloni, Trainee Solicitor (removed on 13 March 2020)~~

Jonathan Trinick, Trainee Solicitor (added on 11 September 2020)

Daniel Swinburn, Senior Paralegal

Kaveh Lajmir, Senior Paralegal

Marieke Datema, Senior Lawyer Consultant

~~Anali Vega, Legal Clerk (removed on 27 November 2020)~~

Monckton Chambers

Tim Ward QC

Robert Palmer

Anneliese Blackwood

Will Hooper

Ben Lask (added on 28 December 2018)

### Economic Insight

James Harvey, Director

Christopher Pickard, Senior Consultant

Paul Stoddart, Senior Consultant (added on 13 March 2020)

Madeleine Matos, Consultant

Nisha Thomas, Analyst

Eleanor Clutterbuck, Analyst

Khaldia Al Kasm, Analyst

Sarah Barker, Analyst (added on 8 April 2019)

Anthony Zhang, Analyst (added on 18 October 2019)

Marie Kraihammer, Analyst (added on 18 October 2019)

Kyran Stewart, Analyst (added on 18 October 2019)

Penelope Banks, Analyst (added on 21 October 2019)

David Sookias, Analyst (added on 22 May 2020)

### Temple Translators

Elliot Cain, Group Sales Team Leader

Claudia Lewis, Production Team Leader

Natalie Corbett, Production Coordinator

Euan Onslow, Production Coordinator



~~Polly Pullen, Operations Coordinator (removed on 13 March 2020)~~

Hannah Minns, Translator

Elizabeth O'Loughlin, Translator

Rosalyn Munton, Translator

Alexander Simpson, Translator

Alice Kinnane, Translator

~~Monica Sandor, Translator (removed on 13 March 2020)~~

Tim Morgan, Translator

Laura Rekiaro, Translator

Hellen Mason-Spyry, Translator

Asya Sokirko, Translator

Sabine Mepstead, Translator

Simon Braun, Translator

Cuthbert Lovell, Translator

### **Defendants**

#### **Travers Smith LLP**

Caroline Edwards, Partner

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

Anne Foster, Consultant

Angela Taylor, Senior Counsel

Rachel Wilson, Senior Associate

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

Joseph Moore, Senior Associate

~~Sam Wilson, Senior Associate (removed 30 January 2020)~~

James Hulmes, Senior Associate

Rachel Kitchman, Senior Associate

~~Anchal Kapur, Associate (removed 30 January 2020)~~

Edward Hardman, Associate

Philippe Lopeman, Associate

Tim Knight, Associate

Lauren Clark-Hughes, Associate

Michelle Anderson, Associate

Charlotte Angwin, Associate

~~Thomas Davies, Trainee Solicitor (removed on 6 March 2019)~~

~~Sam Van Besouw, Trainee Solicitor (removed on 6 March 2019)~~

~~Mahdi Siddique, Paralegal (removed 02 August 2019)~~

~~Joseph Gaffney, Paralegal (removed 02 August 2019)~~

~~Marguerite Casanova, Paralegal (removed on 19 June 2019)~~

~~Hessel Rooleveld, Paralegal (removed 29 August 2019)~~

~~Jack Redrup, Paralegal (removed on 19 July 2019)~~

~~Lucy Briggs, Paralegal (removed on 03 July 2019)~~

Huw Jenkin, Partner (added on 30 January 2019)

~~Cameron Mills, Associate (added on 30 January 2019) (removed 30 August 2019)~~

Laura McCann, Associate (added on 30 January 2019)

Maya Chandegra, Associate (added on 30 January 2019)

Thomas Caldwell, Associate (added on 30 January 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) (removed 30 August 2019)~~

~~Anastasia Rostron, Trainee Solicitor (added on 06 March 2019) (removed 30 August 2019)~~

~~Inge Swiegers, Trainee Solicitor (added on 06 March 2019) (removed 30 August 2019)~~

~~Sam Cottman, Senior Counsel (added on 23 May 2019) (removed 2 March 2020)~~

Matthew Shannon, Paralegal (added on 28 June 2019)

~~Caitlin Coady, Paralegal (added on 28 June 2019) (removed 16 June 2020)~~

John Hadfield, Paralegal (added on 28 June 2019)

~~Nicole Clerk, Paralegal (added on 03 July 2019) (removed 22 October 2019)~~

Adam Short, Senior Associate (added on 10 July 2019)

Tara Lewis, Associate (added on 24 July 2019)

Neeraj Melwani, Paralegal (added 31 July 2019)

Joseph Mahon, Paralegal (added 21 August 2019)

~~Isabel Cridland, Trainee (added 4 September 2019) (removed 2 March 2020)~~

~~Jack James Ball, Trainee (added 4 September 2019) (removed 2 March 2020)~~

~~James Humphrey, Trainee (added 4 September 2019) (removed 2 March 2020)~~

~~Alistair Connor, Paralegal (added 22 October 2019) (removed 7 August 2020)~~

Dan Ursu, Trainee Solicitor (added 2 March 2020)

Chloe Budd, Trainee Solicitor (added 2 March 2020)

Natalie Batra, Trainee Solicitor (added 6 March 2020)

Shreeya Ranchhod, Paralegal (added 15 June 2020)

Seaghan Davey, Paralegal (added 1 July 2020)

Peter Eaton, Paralegal (added 7 August 2020)

Madeleine Parker, Associate (added 25 August 2020)

Siân Whitby, Trainee Solicitor (added 9 September 2020)

Kasope Sonola, Trainee Solicitor (added 9 September 2020)

Harriet Lawrence, Associate (added 15 September 2020)

Fran Lawrenson, Associate (added 15 September 2020)

Monckton Chambers

Meredith Pickford QC

Daisy Mackersie

James Bourke

Nikolaus Grubeck

Rob Williams

David Gregory (added on 01 May 2019)

Danial Beard QC (added on 02 May 2019)

Thomas Sebastian (added on 02 May 2019)

Azeem Suterwalla (added on 22 July 2019)

#### Compass Lexecon

Damien Neven, Senior Consultant

Enrique Andreu, Senior Vice President

Julian Delamer, Senior Vice President

~~Alan Rozenberg, Vice President~~ (removed on 23 May 2019)

Roberto Venturini, Economist

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

Marcin Pruski, Economist

Vladimir Tsimaylo, Senior Analyst

Daniel Westrik, Economist

Laura Napolitano, Analyst (added on 1 March 2019)

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

Daniel Coublucq, Vice President (added on 14 October 2019)

Ian Small, Senior Vice President (added 30 October 2019)

#### FTI Consulting

Mark Bezant, Senior Managing Director (added on 19 June 2019)

Timothy Warren, Managing Director (added on 19 June 2019)

Joel Franks, Senior Director (added 30 January 2020)

Aaron Roberts, Senior Consultant (added 18 February 2020)

Anushana Shukla, Consultant (added 18 February 2020)

James McKelvie, Consultant (added 18 February 2020)

Jun Yin Shik, Consultant (added 18 February 2020)

Ye Zhang, Consultant (added 18 February 2020)

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

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

~~Lizette van Loon, Senior Associate (removed on 19 June 2019)~~

~~Samantha Brinkhuis, Senior Associate (removed on 10 September 2018)~~

Zeynep Ortac, Senior Associate

Tim van den Meijdenberg, Associate

Evija Butane, Associate

Arne Munch, Senior Associate

Georgiana Mirza, Associate

~~Salima Guettaeche, Associate (removed on 10 September 2018)~~

~~Wouter Jan Leys, Associate (removed 7 August 2020)~~

Aylin Gayibli, Associate

Paul Post, Associate

~~Clio Zois, Associate (removed on 10 September 2018)~~

Vivian van Weperen, Associate

Femke Kolff-Otten, Contract Lawyer a.i.

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

Tiana Danielle Xavier, Associate (added 15 February 2019)

Mira Smulders, Senior Associate (added 15 February 2019)

Agnieszka Bartlomiejczyk, Associate (added 12 April 2019)

Justyna Niemczyk, Associate (added 12 April 2019)

James Wang, Senior Associate (added 24 May 2019)

Iuliia Samsonova, Associate (added 28 June 2019)

Laura de Vries, Associate (added 28 June 2019)

Judy Jordaan, Contract Lawyer (ad interim) (added 10 October 2019)

Begüm Nisli, Senior Associate (added 19 December 2019)

Angelique Groen-Boon, Senior Associate (added 30 January 2020)

Cameron Mills, Senior Associate (added 17 March 2020)

Alexandru Baltag, Associate (added 16 June 2020)

Andrey Birg, Associate (added 25 September 2020)

Lydia Aylett, Associate (added 25 September 2020)

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

## **PART B**

### **Claimant**

Dawn Longman, Chief Economist

Pamela Allsop, Director of Competition & Regulatory Policy

Simon Giles, Procurement Manager, Vehicles

Jamieson Jones, Vehicle Plan Manager

### **Defendants**

#### **PACCAR Inc**

~~Doug Grandstaff, General Counsel (removed 7 August 2020)~~

Harrie Schippers, Chief Financial Officer and Executive Vice President

Michael Walton, General Counsel (added 10 September 2020)

#### **DAF Trucks N.V**

Harry Wolters, President

~~Marjon Hpelaar, Legal Department (removed 7 August 2020)~~

Nico den Houting, Project Manager for Civil Litigation

Mario Suy, Project Manager Financial Data (added on 06 March 2019)

Sanne Boullart, Assistant Project Manager of Civil Litigation (added on 06 March 2019)

~~Willem Jan Wieland, Senior Legal Counsel (added on 12 April 2019) (removed 7 August 2020)~~

Preston Feight, President (added on 11 April 2018)

Wouter de Jong, Head of Litigation at DAF Trucks NV (added 17 November 2020)

Floortje Jansen, Assistant General Counsel at DAF Trucks NV (added 18 November 2020)

DAF Trucks Limited

Robin Easton, Managing Director

*Former Inner Confidentiality Ring Members*

**Claimant**

Royal Mail Group Limited

Maaïke de Bie, General Counsel

Laura Newton, Assistant General Counsel

John Luke Ainger, Senior Legal Advisor

Mark Amsden, Group General Counsel

Matthew Newman, Deputy General Counsel

**Defendants**

DAF Trucks N.V

Duco Zoomer, General Counsel

~~Roeby Tjemkes, Senior Legal Counsel~~(removed on 19 June 2019)



## 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, the Non Defendant Addressees 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, the Non Defendant Addressees 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: