



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1343/5/7/20 (T)

BETWEEN

- (1) DS SMITH PAPER LIMITED
- (2) DS SMITH LOGISTICS LIMITED
- (3) DS SMITH PACKAGING LIMITED
- (4) DS SMITH CORRUGATED PACKAGING LIMITED
- (5) DS SMITH (UK) LIMITED
- (6) DS SMITH RECYCLING UK LIMITED

Claimants

-and-

- (1) MAN SE
- (2) MAN TRUCK & BUS SE (FORMERLY MAN TRUCK & BUS AG)
- (3) MAN TRUCK & BUS DEUTSCHLAND GMBH
- (4) AB VOLVO (PUBL)
- (5) VOLVO LASTVAGNAR AB
- (6) VOLVO GROUP TRUCKS CENTRAL EUROPE GMBH
- (7) RENAULT TRUCKS SAS
- (8) DAIMLER AG
- (9) FIAT CHRYSLER AUTOMOBILES N.V.
- (10) CNH INDUSTRIAL N.V.
- (11) IVECO S.P.A
- (12) IVECO MAGIRUS AG
- (13) PACCAR INC
- (14) DAF TRUCKS N.V.
- (15) DAF TRUCKS DEUTSCHLAND GMBH

Defendants

-and-

- (1) SCANIA AKTIEBOLAG (PUBL)
- (2) SCANIA CV ACTIEBOLAG (PUBL)
- (3) SCANIA DEUTSCHLAND GMBH

Named Third Parties

CONFIDENTIALITY RING ORDER

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)

BY CONSENT IT IS ORDERED THAT:

DEFINITIONS

1. For the purposes of this Order:

1.1 "**Confidential Commission Document**" means any document obtained by or submitted to the European Commission which is part of the European Commission's administrative file relating to its investigation in Case AT.39824 — Trucks, to which the Defendants (or any one or more of them) 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.

1.2 "**Confidential Information**" means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.

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

1.4 "**Inner Confidentiality Ring Information**" means:

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

- i. the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 6 or paragraph 8 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).

1.5 ***"Inner Confidentiality Ring Members"*** are:

- (a) those persons listed in Part A of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 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.

1.6 ***"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 or paragraph 8 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).

1.7 "**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 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.

1.8 "**Party**" or "**Parties**" means a party to these proceedings, including (for the avoidance of doubt) any Part 20 Defendants.

1.9 "**these proceedings**" means the claim filed in the Chancery Division of the High Court of Justice on 29 September 2019 by the Claimants against the Defendants under Claim Number CP-2019-000029 and transferred to the Competition Appeal Tribunal by the Order of Master Clark dated 21 January 2020 under CAT Case No 1343/5/7/20 (T).

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 this 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 9.

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

6. Paragraphs 6.1 to and including 6.5 do not apply to Confidential Commission Documents or the Decision.
- 6.1 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.
- 6.2 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.
- 6.3 A designation of not confidential means that the document/information is not Confidential Information.
- 6.4 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.
- 6.5 A Party receiving documents/information in these proceedings (the “**requesting Party**”) 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**

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.

DESIGNATION OF CONFIDENTIAL COMMISSION DOCUMENTS

8. All Confidential Commission Documents disclosed in these proceedings shall be deemed to be designated as Outer Confidentiality Ring Information, save for those documents which have been already been finally designated as Inner Confidentiality Ring Information pursuant to the Confidentiality Ring Orders in Case 1284/5/7/18 (T) *Royal Mail Group Limited v DAF Trucks Limited and Others*, Case 1290/5/7/18 (T) *BT Group PLC and Others v DAF Trucks Limited and Others*, Case 1291/5/7/18 (T) *Ryder Limited and Another v MAN SE and Others*, Case 1292/5/7/18 (T) *Suez Groupe SAS and Others v Fiat Chrysler Automobiles N.V. and Others*, Case 1293/5/7/18 (T) *Veolia Environnement S.A. and Others v Fiat Chrysler Automobiles N.V. and Others*, Case 1294/5/7/18 (T) *Wolseley UK Limited and Others v Fiat Chrysler Automobiles N.V. and Others*, and Case 1295/5/7/18 (T) *Dawsongroup plc and Others v DAF Trucks N.V. and Others*.

8.1 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 8.

DESIGNATION OF DECISION

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

COPIES OF CONFIDENTIAL INFORMATION

10. Subject to the exceptions in paragraph 10.1 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).

10.1 The obligation in paragraph 10 above, is subject to the following exceptions:

- (a) Paragraph 10 does not apply to solicitors' or counsel's notes.
- (b) Paragraph 10 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 10 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 10 does not apply to a Party in respect of the Confidential Information it provided.

UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

11. 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

12. If at any time any Confidential Information is made the subject of a court disclosure or discovery order (or similar) anywhere in the world, the person upon whom the order is served shall immediately give written notice to the legal representatives of the Party or Parties which produced the Confidential Information. If the Party which provided the Confidential Information in these proceedings does not take steps to prevent the further disclosure of such Confidential Information within ten days of the date on which such written notice was given, the Party against whom the order was made may produce such Confidential Information but shall take all reasonable measures to have the Confidential Information treated in accordance with the terms of this Order. For the avoidance of doubt, this paragraph only applies to a Party who is the recipient of Confidential Information provided in these proceedings and does not apply to the Party which provides the Confidential Information in these proceedings.

ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS

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

NOTICES

16. 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.
- 16.1 Service of a Notice must be effected by email.
- 16.2 Notices shall be addressed as follows:
- (a) Notices for the Claimants shall be marked for the attention of:

Email addresses: DSSmithTrucks@fieldfisher.com

Julia.Dodds@fieldfisher.com

Ellie.Pinnells@fieldfisher.com

Emma.Freudenthal@fieldfisher.com

Reference: UK01-1725613.070055

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

First to Third Defendants (MAN)

Email addresses: SM_MANTrucks@SlaughterandMay.com

Damian.Taylor@SlaughterandMay.com

Tom.Windsor@SlaughterandMay.com

Reference: DMT/HEW/EXJ

Fourth to Seventh Defendants (Volvo/Renault)

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

Nicholas.Frey@freshfields.com

Natalie.Keir@freshfields.com

Reference: 168213-0001 BCT/NF

Eighth Defendant (Daimler)

Email addresses: QEProjectNero@quinnemanuel.com

borisbronfentrinker@quinnemanuel.com

Reference: BB/EW/RT/HS/06687/00001A

Ninth to Twelfth Defendants (Iveco)

Email addresses: IvecoUKConfidentialityNotification@hsf.com

Reference: 30991611-028/4168/2097/12379

Thirteenth to Fifteenth Defendants (DAF)

Email addresses: DafTrucks@traverssmith.com

Caroline.Edwards@traverssmith.com

Cormac.Toomey@traverssmith.com

Reference: Ref. D04377.23/CFE

(c) Notices for the First to Third Named Third Parties shall be marked for the attention of:

Email addresses: scaniatrucksukconfidentiality@AllenOvery.com

Reference: JDJH/0032310-0000058

The Hon Mr Justice Roth
President of the Competition Appeal Tribunal

Made: 18 December 2020
Drawn: 18 December 2020

This part contains the names of Inner Confidentiality Ring Members:

PART A

Claimants

Fieldfisher LLP

Ellie Pinnells, Partner

Julia Dodds, Director

David Kaluwahandi, Solicitor

Emma Freudenthal, Solicitor

Ryan Hughes, Solicitor

Mila Kovalenko, Solicitor

Anita Panchal, Risk and Liability Team Manager

Siobhan Deeming, Solicitor Apprentice

Katie Williams, Trainee Solicitor

Maximillian Häger, Trainee lawyer

Brick Court Chambers

Robert O'Donoghue QC

Monckton Chambers

Julian Gregory

Khatija Hafesji

Case Associates

Dr. Cento Veljanovski, Managing Partner

Grant Thornton

Michael Barber, Associate Director

Edward J Harber, Manager

Charlotte McAuslan, Manager

Robert Soady, Manager

First to Third Defendants (MAN)

Slaughter & May

Richard Swallow, Partner

Damian Taylor, Partner

Holly Ware, Partner

Thomas Clark, Associate

Tom Windsor, Associate

Nick Addow, eDisclosure coordinator

Akbar Hassan, eDisclosure coordinator

Antonia Tjong, Associate

Ross Francis-Pike, Associate

Phyllis Guven, Associate

Bo Li, Senior eDisclosure coordinator

Nicholas Quirke, Associate

Magdalena Kowalczyk, Associate

William Doyle, Associate

Thomas Grodecki, Associate

Alexander Cranstoun, 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

Clara Austeria, Trainee Solicitor

Lorna Nsoatabe, Associate

Nicholas Lee, Associate

Edmund Berney, Trainee Solicitor

James Edwards, Trainee Solicitor

Heather Crosby, Trainee Solicitor

Emily Boseley, Trainee Solicitor

Alexandra Zintl, Paralegal
Matthew Crilly, Trainee Solicitor
Madison Vincent, Trainee Solicitor
Zarrin Hussain, Paralegal
Conor Burns, Trainee Solicitor
Margot Speed, Trainee Solicitor
Harriet Saunders, Associate

Hengeler Mueller

Markus Roehrig, Partner
Daniel Zimmer, Counsel
Sarah Milde, Senior Associate
Thorsten Maeger, Partner
Lea Kristina Cleophas, Associate
Aenne Tetz, Associate
Jimena Janeiro Fong, Associate
Luisa Kuschel, Associate
Philipp Kanzow, Associate
Irene Rodenstock, Associate
Caroline Madeleine Beyersdorf, Associate
Clara Lütgerath, Associate
Martina Aleksandrova, Associate

Brick Court Chambers

Daniel Jowell QC
Tom Pascoe
David Bailey
Jonathan Scott

FTI Consulting

Navin Waghe, Senior Managing Director
Lau Nilhausen, Managing Director
Matt Burder, Senior Director
Nick Leese, Director
Thomas Maasen, Senior Consultant
Connor Gower, Consultant
Andrew Hine, Consultant

Genna Aldridge, Director
Katherine Glennie-Soares, Consultant
Kean Seeger, Consultant
Adeline Sou, Consultant
Josie Davies, Consultant
Matthew Burt, Senior Consultant

Compass Lexecon

Jorge Padilla, Senior Managing Director
Nadine Watson, Senior Vice President
Sofia Galan Perez, Senior Analyst
Norbert Czinkan, Senior Analyst
Thilo Klein, Executive Vice President
Elena Zoido, Senior Vice President
Soledad Pereiras, Vice President
Michael Scheidgen, Senior Economist
Edward Bond, Research Analyst
Jasper Haller, Economist
Raquel Diez, Economist
Carla Banfi, Economist
Stefano Trento, Vice President
Florian Mockel, Economist
Tristan Salmon, Senior Analyst
Janani Dhileepan, Analyst
Sebastien Grotto, Analyst
Marion Chabrost, Economist
Giulio Paltrinieri, Senior Analyst
Kristi Dode, Analyst
Natalia Losurdo
Gwilhem Charbonnier
Arpita Pattanaik

Fourth to Seventh Defendants (Volvo/Renault)

Freshfields Bruckhaus Deringer LLP

Ricky Versteeg, Counsel
Daniel Hunt, Senior Associate

Alexandra Malina, Associate
Ingrid Rois, Associate
Angus Reston, Associate
Haris Ismail, Associate
Johanna McDavitt, Associate
Gavin Burke, Senior Paralegal
Megan McDonagh, Paralegal
Alexandra Holroyd, Associate
Anna Avallone, Paralegal
Xander Friedlaender, 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
Wannisa Johnston, Legal Solutions Specialist
Rebecca Burns, Associate
Natalie Puddicombe, Associate
Abigail Legge, Associate
Teodora Nistor, Legal Solutions Manager
Sarah Holland, Associate
Lydia Ream, Associate
Florence Powell, Associate
Emma Probyn, Senior Associate
Adrian Almasan, Legal Solutions Specialist
Katherine Dudman, Trainee Solicitor

Peter Kerr-Davis, Trainee Solicitor

Serena Chang, Trainee Solicitor

Jonas Zenger, Trainee Solicitor

Contrast

Frank Wijckmans, Partner

Maaïke Visser, Counsel

Karolien Francken, Associate

Monique Sengelov, Associate

Lise Ryckaert, Paralegal

Brick Court

Mark Hoskins QC

Sarah Ford QC

Sarah Abram

Daniel Piccinin

Hugo Leith

Jon Lawrence

Frontier Economics

Zoltan Biro, Director

Chris Newton, Associate Director

Fraser Davison, Manager

Robert Bowdery, Consultant

Eighth Defendant (Daimler)

Quinn Emanuel Urquhart & Sullivan LLP

Boris Bronfentrinker, Partner

Nicola Chesaites, Partner

Elaine Whiteford, Partner

Maria Campbell, Senior Associate

Cordelia Rayner, Senior Associate

James McSweeney, Associate

Laura Whyatt, Associate

Nabil Khabirpour, Associate

Rachel Tompkins, Associate

Anna Kullmann, Associate
Hannah Dixie, Associate
Kerry Hanley, Paralegal
Hamish Saunders, Associate
Lisa Bossert, Contract Attorney
Michael Trauffer, Contract Attorney
Daniel Masterton, Associate
Kate Lawrence-Smith, Paralegal
Anthony Hadjiantoniou, Associate

Glæss Lutz Hootz Hirsch PartmbB Rechtsanwälte

Dr Ulrich Denzel, Partner
Dr Johannes Hertfelder, Associated Partner

Rhued Gaiser, Associate
Dr Daniela Drixler, Legal Counsel

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
Ignacio Balaguer Lopez, Economist
Niklas Gebhard, Economist
Alix de Loustal, Economist
Luca Rancati, Junior 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

Ninth to Twelfth Defendants (Iveco)

Herbert Smith Freehills LLP

Kim Dietzel, Partner
Gregg Rowan, Partner
James Farrell, Partner
Stephen Wisking, Partner
Andrew North, Of Counsel
Grace Aylward, Consultant
Daniel May, Senior Associate

Graeme Robertson, Senior Associate
Natalia Rodriguez, Senior Associate
Daniel Woods, Senior Associate
Rebekah Dixon, Senior Associate
Stephen Thomson, Senior Associate
Olivia Walton, Senior Associate
Christon Shenolikar, Senior Associate
James White, Associate
Naomi Reid, Associate
Antonia Brindle, Associate
Ben Phillips, Associate
Jerome Temme, Associate
Nikita Davé, Associate
Joe Moorcroft-Moran, Associate
Ina Metko, Associate
Annika Gante, Associate
Nikolaus Moench, Associate
Catherine Muir, Senior Former Practising Barrister
Gerarda Morton, Legal Manager
John Cagan, Paralegal
Alfredo De Stefano, Paralegal
Saima Zafar, Paralegal
Niall Kennedy, Senior Solicitor (Northern Ireland)
Jane Johnston, Senior Legal Analyst
Dylan McBurney, Legal Analyst
Patrick O'Connor, Legal Analyst
Linet Kurian, Legal Analyst
Shannon Roddy, Legal Analyst
Jamie Ball, Trainee Solicitor
Leshandra Mandlate, Trainee Solicitor
Carlo Marescotti, Trainee Solicitor
Alison Cheung, Trainee Solicitor
Eve Meurgey, Trainee Solicitor
Benjamin Gordon, Trainee Solicitor
Anthony Chan, Trainee Solicitor

Sullivan & Cromwell LLP

Juan Rodriguez, Partner

Brick Court Chambers

Charles Hollander 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

Laura Rovegno, Senior Economist

Jin Kiat Tan, Senior Analyst

Simon Collis, Analyst

Alan Rozenberg, Vice President

Harry Gosling, 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

Joshua Jun Heng Phoon, Analyst

Muxing Webster Zhou, Research Analyst

Sara Sorbini, Research Analyst

Josep Peva, Senior Analyst

Sara Vojvodic, Senior Analyst

FTI Consulting

Timothy Gardiner, Senior Director

Mike Pilgrem, Senior Managing Director

Timothy Richards, Director

Mark Putney, Director

Buuruljin Enkhbold, Senior Consultant

Euan Philip, Senior Consultant

William Locke, Consultant

Zain Faheem, Consultant

Callum Cooper, Consultant

Amber Standish, Consultant

Thirteenth to Fifteenth Defendants (DAF)

Travers Smith LLP

Adam Short, Senior Associate

Caroline Edwards, Partner

Charlotte Angwin, Associate

Cormac Toomey, Senior Associate

Edward Hardman, Senior Associate

Francesca Lawrenson, Associate

Harriet Lawrence, Associate

Huw Jenkin, Partner

Imogen Nolan, Associate

James Hulmes, Senior Associate

John Hadfield, Paralegal

Joseph Moore, Senior Associate

Kasope Sonola, Trainee

Laura McCann, Associate

Lauren Clark-Hughes, Associate

Madeleine Parker, Associate

Matthew Shannon, Paralegal

Maya Chandegra, Associate
Michelle Anderson, Associate
Peter Eaton, Paralegal
Phillipe Lopeman, Associate
Rachel Kitchman, Senior Associate
Rachel Wilson, Senior Associate
Seaghan Davey, Paralegal
Shreeya Ranchhod, Paralegal
Siân Whitby, Trainee
Thomas Caldwell, Associate
Tim Knight, Senior Associate
Victoria Green, Associate

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
Vladimir Tsimaylo, Senior Analyst
Marcin Pruski, Economist
Daniel Westrik, Economist
Laura Napolitano, Analyst
Laureen de Barsy, Analyst
Daniel Coublucq, Vice President
Ian Small, Senior Vice President
Andrea Brucato, Vice President

Antoine Tonerre, Senior Economist
Benjamin Roux, Economist
Hyung-Joong Kim, Senior Analyst
Jesús Carro, Senior Analyst
Povilas Bakas, Senior Analyst
Sam Carless, Senior Analyst
Valerio Serse, Associate Professor

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 Bartłomiejczyk, 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

First to Third Named Third Parties (Scania)

Allen & Overy LLP

Dirk Arts, Partner
Tom Schoors, Partner
Kees Schillemans, Partner
Jonathan Hitchin, Partner
Francesca Miotto, Counsel
Lauren Rasking, Senior Associate
Russell Butland, Senior Associate
Nele De Backer, Associate
Rachel Donelan, Associate
Robin Marshall, Associate
Oliver Troen, Associate
Sophie Walker, Associate
Piet Jacobs, Associate
Florian Bourdon, Associate
Aoife O'Reilly, Associate
Robert Steele, Associate
Philippa Priestman, Paralegal
Natasha Mutch, Paralegal
Charlotte Page, Trainee Solicitor
Khush Kotecha, Trainee Solicitor
Heather Mowbray, Senior Associate
Natalie Collins, Legal Executive

Blackstone Chambers

Brian Kennelly QC
Jason Pobjoy

Andrew Trotter

Expert Economists – RBB Economics

Francesco Rosati, Partner

Tim Reuter, Senior Associate

Roberto Parra Segura, Associate Principal

Christoffer Haag Theilgaard, Senior Associate

Vittorio Michelini, Associate

Calum Young, Associate

Trent Pieterse, Associate

Anton Miroshnichenko, Senior Associate

Academic advisor working with RBB Economics

Joao Santos Silva

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

PART B

Claimants

Iain Simm, Group General Counsel

Wendy Ko, Group Legal Director (Paper, Paper Sourcing, Recycling & Procurement)

Catherine Shuttleworth, Legal Director (Packaging)

Nazia Cassamali, Legal Counsel

William Hicks, Chief Financial Controller

First to Third Defendants (MAN)

Dr. Martin Gstaltmeyr, General Counsel

Dr. Anja Doering, Senior Legal Counsel

Sebastian Hausner, Legal Counsel

Elif-Selcen Ciftci, Legal Counsel

Ingrid Islinger, Legal Counsel

Fourth to Seventh Defendants (Volvo/Renault)

Arnaud Agelou, Legal & Compliance Director, Renault Trucks SAS

Simon Villanueva, Legal Director, Volvo Group UK Limited

Sonica Dahri, Senior Legal Counsel, Volvo Group UK Limited

Johan Carlsson, Project Manager EU Litigations, Volvo Truck Corporation

Magnus Heidenvall, Vice President Legal, Volvo Truck Corporation

Ross Goodrich, Corporate Litigation Counsel

Eighth Defendant (Daimler)

Thomas Laubert, Vice President and Group General Counsel

Florian Adt, Associate General Counsel
Steffen Scherer, Senior Legal Counsel
Ute Pazer, Senior Legal Counsel
Miklos Mudrony, Legal Counsel
Bernhard Hauenschild, Legal Counsel
Dietrich Müller, Senior Manager Sales & Marketing
Wolfgang Krafft, Senior Manager Sales & Marketing
Kirsten Grundmann, Manager Sales & Marketing
Rainer Meyle, Manager Sales & Marketing
Christian Koch, Associate General Counsel
Volker Abele, Legal Counsel
Yvonne Herr, Legal Counsel
Myriam Spengler, Senior Legal Counsel
Britta Abeshaus, Legal Counsel

Ninth to Twelfth Defendants (Iveco)

Roberto Russo, General Counsel and Company Secretary, CNH Industrial N.V.
Simona Finati, Head of Legal Italy, CNH Industrial N.V.
Simon McCarthy, Solicitor, Legal North Europe, CNH Industrial N.V.
Craig Marshall, Solicitor, Legal North Europe, CNH Industrial N.V.
Giorgio Fossati, General Counsel, Fiat Chrysler Automobiles N.V.
Marcella Ortolan, Practice Leader Antitrust and Competition Law, Fiat Chrysler Automobiles N.V.

Thirteenth to Fifteenth Defendants (DAF)

PACCAR Inc

Doug Grandstaff, General Counsel
Harrie Schippers, Chief Financial Officer and Executive Vice President

DAF Trucks N.V

Duco Zoomer, General Counsel

Harry Wolters, President

Nico den Houting, Project Manager for Civil Litigation

Mario Suy, Project Manager Financial Data

Sanne Boullart, Assistant Project Manager for Civil Litigation

Wouter de Jong, Head of Litigation

Floortje Jansen, Assistant General Counsel

DAF Trucks Limited

Robin Easton, Managing Director

First to Third Named Third Parties (Scania)

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 ofand 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 9.1 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.....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 9.1 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: