



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

Case No: 1361/5/7/20 (T)

BETWEEN:

**ENTERPRISE RENT-A-CAR UK 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**
- (7) CNH INDUSTRIAL N.V.**
- (8) FIAT CHRYSLER AUTOMOBILES N.V.**
- (9) IVECO LIMITED**
- (10) IVECO S.P.A.**
- (11) IVECO MAGIRUS AG**

Defendants

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**ORDER (CONFIDENTIALITY RING)**

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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:

### DEFINITIONS

1. For the purposes of this Order:

1.1. "**Commission File 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, Seventh, Eighth, Tenth and Eleventh 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.

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

1.3. "**Settlement 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 8 or paragraph 10 of this Order;

(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 6 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 6 below) where the Proposing Party has complied with paragraph 6.3(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. *"Non Defendant Addressees"* means any addressees of the Settlement Decision which are not parties to these proceedings.

1.7. *"Outer Confidentiality Ring Information"* means:

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

- (i) the disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 8 or paragraph 10 of this Order; or
- (ii) are designated as Outer Confidentiality Ring Information by the Tribunal; and

(b) documents such as:

- (i) working documents created by the receiving Party or its advisers or experts;
- (ii) inter-partes correspondence;
- (iii) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and

(iv) transcripts prepared by a third party service provider,

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

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

1.8. ***"Outer Confidentiality Ring Members"*** are:

- (a) Inner Confidentiality Ring Members; and
- (b) those persons listed in Part B of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 6 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 6 below) where the Proposing Party has complied with paragraph 6.3(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.

- 1.9. **"Party" or "Parties"** means a party to these proceedings, including (for the avoidance of doubt) any Part 20 Defendants.
- 1.10. **"Scania"** means Scania Aktiebolag, Scania CV Aktiebolag and Scania Deutschland GmbH.
- 1.11. **"these proceedings"** means the claim filed in the Chancery Division of the High Court of Justice on 20 December 2019 by the Claimant against the Defendants under Claim Number CP-2019-000036 and transferred to the Tribunal by the Order of Master Clark dated 6 February 2020, as varied by the Consent Order of Deputy Master Lloyd dated 21 July 2020, under CAT Case No 1361/5/7/20 (T).
- 1.12. **"Trucks Proceedings"** means any proceedings before the Tribunal (whether started in the Tribunal or otherwise) in which (a) the claimant relies on the decision of the European Commission dated 19 July 2016 in Case AT.39824 – Trucks and (b) one or more of the defendants in that claim is also a Defendant in these proceedings.

#### **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; or
  - 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.
5. Any Inner Confidentiality Ring Member or Outer Confidentiality Ring Member may discuss any Commission File Document designated as containing Confidential Information 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 paragraph 1.4(b) and paragraph 1.7(b):
  - (a) any parts of such documents that contain or refer to the content of a Commission File Document that has 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 Commission File Document may not be discussed with any Inner or Outer Confidentiality Ring Members in any other proceedings.

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

6. 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):
  - 6.1. 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;
  - 6.2. following receipt of a notice pursuant to paragraph 6.1 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;
  - 6.3. 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 6.2 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 6.3(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;
  - 6.4. if any objection referred to in paragraph 6.2 above is received, the Proposing Party may apply to the Tribunal and give notice of such application to the Receiving Parties.
7. 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 12.

**DESIGNATION OF DOCUMENTS/INFORMATION OTHER THAN COMMISSION FILE DOCUMENTS AND THE SETTLEMENT DECISION**

8. Paragraphs 8.1 to 8.5 (inclusive) below do not apply to Commission File Documents or the Settlement 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 8.5(a) above; and
- (c) should the consent referred to in paragraph 8.5(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. 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.
- 9.2. 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 (in the case of a Commission File 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 9.2(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 9.2(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 9.2(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 9.2(c)(i) above to the Tribunal, other Parties, Non Defendant Addressees and Scania;

9.3. if any objection referred to in paragraph 9.2 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 COMMISSION FILE DOCUMENTS**

10. Each Commission File Document disclosed in these proceedings shall be deemed to be designated as either Outer Confidentiality Ring Information, Inner Confidentiality Ring Information, or not confidential, in accordance with the confidentiality designation of that document in the *Dawsongroup/Ryder Proceedings* as at the date that this Order is drawn.

10.1. The Claimant may request that the designation of a Commission File 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 Commission File Document;
  - (ii) why it is reasonable and necessary for the designation of the Commission File Document to be amended;
- (b) after receipt of a request under paragraph 10.1(a) above, the Defendants, the Non Defendant Addressees and/or Scania may consent in writing to amend the designation of the Commission File 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 10.1(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 Commission File Document sought by the Claimant; and

- (d) should the consent referred to in paragraph 10.1(b) above not be obtained, the Claimant may apply to the Tribunal for an order that the relevant Commission File 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.

10.2. The Defendants shall indicate in writing that they are disclosing Commission File Documents. Failure to comply with this paragraph does not alter the deemed designation of Commission File Documents in accordance with this paragraph 10.

### **DESIGNATION OF SETTLEMENT DECISION**

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

### **COPIES OF CONFIDENTIAL INFORMATION**

12. Subject to the exceptions in paragraph 12.1 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).

12.1. The obligation in paragraph 12 above, is subject to the following exceptions:

- (a) Paragraph 12 does not apply to solicitors' or counsel's notes.
- (b) Paragraph 12 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 12 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 12 does not apply to a Party in respect of the Confidential Information it provided.

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

- 13. 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 Commission File 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**

- 14. 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 Settlement Decision or a Commission File 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 Commission File 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**

15. 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.
16. There shall be liberty to apply, which shall be on notice to the other Parties, the Non Defendant Addressees and Scania.
17. The costs of compliance with and of drafting this Order shall be costs in the case.

### **NOTICES**

18. 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.

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

18.2. Notices shall be addressed as follows:

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

Email addresses:

[EnterpriseTrucks@bclplaw.com](mailto:EnterpriseTrucks@bclplaw.com)

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

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

Reference: AHOC/ECSN/1017966.246

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

First to Sixth Defendants (DAF):

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

Reference: CFE/EYH/PNL/AMZF

Seventh to Eleventh Defendants (Iveco):

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

Reference: 30991611-036/2097/12379

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

Mercedes/Daimler:

Email address: [generoconfidentiality@quinnemanuel.com](mailto:generoconfidentiality@quinnemanuel.com)

Reference: 06687-00001A/BB/EW/HS/DM

MAN:

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

Reference: DMT/HEW/TYW

Volvo/Renault

Email address: [\\$VRT\\_Trucks\\_UK\\_Confidentiality@freshfields.com](mailto:$VRT_Trucks_UK_Confidentiality@freshfields.com)

Reference: 168213-0001 BCT/NJF

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

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

Reference: JDJH/RUSB/ROOM/0032310-0000071



**Hodge Malek QC**  
Chairman of the Competition Appeal Tribunal

Made: 1 October 2021  
Drawn: 1 October 2021

This part contains the names of Inner Confidentiality Ring Members:

**PART A**

**Claimant**

**Bryan Cave Leighton Paisner LLP**

Andrew Hockley, Partner

Edward Coulson, Partner

Ben Blacklock, Senior Associate

Clare Reeve Curatola, Senior Associate

Andrew Leitch, Senior Associate

Nicholas Young, Senior Associate

Graeme Thomas, Associate

Alexandra Hildyard, Associate

Samuel Brown, Associate

India Fahy, Associate

Thomas Wright, Associate

Katharina Jungclaussen, Trainee Solicitor

Natasha Warby, Trainee Solicitor

Daniel Swinburn, Senior Paralegal

**Monckton Chambers**

Tim Ward QC

Robert Palmer QC

Ben Lask

Anneliese Blackwood

Ligia Osepciu

Economic Insight

James Harvey, Director

Christopher Pickard, Principal

Paul Stoddart, Principal

Madeleine Matos, Senior Consultant

Eleanor Clutterbuck, Consultant

Khaldia Al Kasm, Consultant

Sarah Barker, Analyst

Alasdair Crookes, Analyst

Anthony Zhang, Analyst

Marie Kraihammer, Analyst

Kyran Stewart, Analyst

Penelope Banks, Consultant

David Sookias, Analyst

Thomas Elder, Analyst

Natalie Luyt, Analyst

**First to Sixth Defendants (DAF)**

Travers Smith LLP

Caroline Edwards, Partner

Joseph Moore, Senior Associate

Rachel Wilson, Senior Associate

Edward Hardman, Associate

Tim Knight, Associate

Philippe Lopeman, Associate

Michelle Anderson, Associate

Huw Jenkin, Partner

James Hulmes, Senior Associate

Charlotte Angwin, Associate

Laura McCann, Associate

Maya Chandegra, Associate

Thomas Caldwell, Associate

Lauren Clark-Hughes, Associate

Cormac Toomey, Senior Associate

Imogen Nolan, Associate

Adam Short, Senior Associate

Shreeya Ranchhod, Paralegal

Victoria Green, Associate

Adam Bristow, Associate

Jarrai Jawara, Associate

Lucy Clifford, Associate

Lucy Alexander, Associate

Anna Rostron, Associate

Ellie Horder, Associate

Madeleine Parker, Associate

Francesca Lawrenson, Associate

Harriet Lawrence, Associate

Adam Bradley, Associate

Manasa Shanker, Associate

Alyce Lynch, Associate

Jack Woods, Paralegal

Stephanie Baptist, Paralegal

Aimée Mullan, Paralegal

Rianna Ragbir, Paralegal

Jacob Miller, Paralegal

Samuel Winter, Paralegal

Andrew Pullar, Associate

Barnaby Stannard, Partner

Maria Jewsbury, Associate

Conor Redmond, Senior Associate

Peter Smith, Associate

Sian Whitby, Associate

Alfred Fabian, Associate

Lucy Jay, Consultant

Eleanor McCann, Trainee Solicitor

Brindha Deb, Trainee Solicitor

Katie Hindley, Trainee Solicitor

Josh Morrison, Trainee Solicitor

George Crummack, Trainee Solicitor

Annabelle Atkins, Associate

Sama Aunallah, Paralegal

Samuel Lobo, Paralegal

Monckton Chambers

Daniel Beard QC

Meredith Pickford QC

Rob Williams QC

Nikolaus Grubeck

Daisy Mackersie

James Bourke

David Gregory

Thomas Sebastian

Azeem Suterwalla

Compass Lexecon

Damien Neven, Senior Consultant

Enrique Andreu, Senior Vice President

Julian Delamer, Senior Vice President

Roberto Venturini, Economist

Marcin Pruski, Economist

Vladimir Tsimaylo, Senior Analyst

Laura Napolitano, Analyst

Laureen de Barsy, Analyst

Daniel Westrik, Economist

Daniel Coublucq, Vice President

Ian Small, Senior Vice President

Benjamin Roux, Vice President

Hyung-Joong Kim, Senior Economist

Valerio Serse, Economist

Andrea Brucato, Senior Analyst

Antoine Tonerre, Senior Analyst

Povilas Bakas, Senior Analyst

Sam Carless, Senior Analyst

Jesús Carro, Associate Professor

Gianmarco Calanchi, Senior Economist

Jacob Horne, Analyst

Alessia Paulicelli, Senior Analyst

Ethan Soo, Associate Data Scientist

Alina Rymar, Analyst

Hannah Jantsch, Analyst

Jiajun Wei, Analyst

Scott Holbrook, Vice President

Isabel Bartmann, Analyst

Laura Ashirepbay, Analyst

### FTI Consulting

Mark Bezzant, 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

Jonathan Bradshaw, Director at FTI Consulting

Jack Hughes, Consultant

Jieh Sun Liew, Consultant

Ravi Nathwani, Consultant

Song-ee Kim, Director

Charlie Colthorpe, Consultant

Archie Standing, Senior Consultant

James Burford, Consultant

Robert Boswall, Consultant

De Brauw Blackstone Westbroek N.V.

Jolling de Pree, Partner

Machteld de Monchy, Partner

Tilly Alberga-Smits, Senior Associate

Kees Saarloos, Senior Associate

Zeynep Ortac, Senior Associate

Georgiana Mirza, Associate

Evija Butane, Associate

Wouter-Jan Leys, Associate

Vivian van Weperen, Associate

Paul Post, Associate

Tiana Danielle Xavier, Associate

Mira Smulders, Senior Associate,

Tim van den Meijdenberg, Associate

Aylin Gayibli, Associate

Agnieszka Bartłomieczyk, Associate



Justyna Niemczyk, Associate

James Wang, Senior Associate

Iuliia Samsonova, Associate

Laura de Vries, Associate

Judy Jordaan, Contract Lawyer a.i.

Angelique Groen-Boon, Senior Associate

Cameron Mills, Senior Associate

Alexandru Baltag, Associate

Valentina Rosca, Associate

Alasdair Tyrrell, Contract Lawyer

Anna John, Associate

Oedse Stienstra, Law Assistant

**Seventh to Eleventh Defendants (Iveco)**

**Herbert Smith Freehills LLP**

Kim Dietzel, Partner

James Farrell, Partner

Stephen Wisking, Partner

Andrew North, Of Counsel

Helen Bignall, Of Counsel

Suzanne Campbell, Of Counsel

Grace Aylward, Consultant

Daniel May, Senior Associate

Graeme Robertson, Senior Associate

Natalia Rodriguez, Of Counsel

Daniel Woods, Senior Associate

Rebekah Dixon, Senior Associate

Stephen Thomson, Senior Associate

Olivia Walton, Senior Associate

Max Kaufman, Senior Associate

Christon Shenolikar, Senior Associate

James White, Associate

Naomi Reid, Associate

Shula Parry, Associate

Antonia Brindle, Associate

Ben Phillips, Associate

Jerome Temme, Associate

Ramyaa Veerabathran, Associate

Nikita Davé, Associate

Nikolaus Moench, Associate

Joe Moorcroft-Moran, 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)

Mairead Connolly, Solicitor (Northern Ireland)

Jane Johnston, Senior Legal Analyst

Dylan McBurney, Legal Analyst

Antony Ganev, Legal Analyst

Patrick O'Connor, Legal Analyst

Linet Kurian, Legal Analyst

Tamsin Rankine-Fourdraine, Associate

Alex White, Senior Associate

Marie Becker, Associate

Alexander O'Connell-Danes, Associate

David O'Neill, Associate (Employed Barrister)

Ritwik Bhattacharya, Associate

Steven Chua, Associate

Sungmin Cho, Trainee Solicitor

Katie-Scarlett Wetherall, Trainee Solicitor

Ananya Bajpai, Graduate Solicitor (India)

Michael Edwards, Trainee Solicitor

Zoe Morris, Trainee Solicitor

Rupert Swallow, Trainee Solicitor

Sullivan & Cromwell LLP

Juan Rodriguez, Partner

Marielena Doeding, Associate

Brick Court Chambers

Charles Hollander QC

Tony Singla

Matthew Kennedy

Andrew McIntyre

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

Aric Chau, Research Analyst

Rebecca Reichert, Analyst

Emmet Lenoach, Research Analyst

Laura Phaff, Vice President

Mallika Arora, Economist

Choo Zhixin (known as Verdi Choo), Senior Analyst

Vivien Csonka, Senior Analyst

Gonçalo Manuel Dinis Da Silva Gomes, Research Analyst

Hiranmayee Rajan, Analyst

James Forster, Senior Analyst

Kadambari Prasad, Vice President

Sasha Guest, Research Analyst

Ziyue Yang, Analyst

Noorah Al Faris, Analyst

Xiaoshi Shi, Analyst

Anisa Kabir, Senior Analyst

Joshua Jun Heng Phoon, Analyst

Muxing Webster Zhou, Research Analyst

Sara Sorbini, Research Analyst

Josep Peva, Senior Analyst

Sara Vojvodic, Senior Analyst

Zsolt Hegyesi, Analyst

Sean Lavender, Research Analyst

James Andrews, Economist

Joseph Simpson, Analyst

Shikha Bhaskar, Analyst

Cindy Nah, Economist

Kah Loon Tham, Analyst

Gianluca Strada, Analyst

Chiara Gilardi, Research Analyst

Tanya Patil, Intern

Alberto Minghetti, Intern

Elisa Pietrosimone, Economist

Karthik Raghavan, Economist

Paolo Lozza, Analyst

Lars Martinez Ridley, Analyst

Deiana Hristov, Research Analyst

Kiran Manthry, Research Analyst

Abigail Davis, Research Analyst

FTI Consulting

Ruth Steedman, Senior Managing Director

Andrew Green, Managing Director

Alistair Winning, Managing Director

Morgan Clement, Senior Director

Ying Lai, Associate

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 Herbert Smith Freehills LLP

Kim Dietzel, Partner

James Farrell, Partner

Stephen Wisking, Partner

Andrew North, Of Counsel

Helen Bignall, Of Counsel

Suzanne Campbell, Of Counsel

Grace Aylward, Consultant

Daniel May, Senior Associate

Graeme Robertson, Senior Associate

Natalia Rodriguez, Of Counsel

Daniel Woods, Senior Associate

Rebekah Dixon, Senior Associate

Stephen Thomson, Senior Associate

Olivia Walton, Senior Associate

Max Kaufman, Senior Associate

Christon Shenolikar, Senior Associate

James White, Associate

Naomi Reid, Associate

Shula Parry, Associate

Antonia Brindle, Associate

Ben Phillips, Associate

Jerome Temme, Associate

Ramyaa Veerabathran, Associate

Nikita Davé, Associate

Nikolaus Moench, Associate

Joe Moorcroft-Moran, Associate

Catherine Muir, Senior Former Practising Barrister

Gerarda Morton, Legal Manager

John Cagan, Paralegal

Alfredo De Stefano, Paralegal

Saima Zafar, Paralegal

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Ananya Bajpai, Graduate Solicitor (India)

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Zoe Morris, Trainee Solicitor

Rupert Swallow, Trainee Solicitor

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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

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

## **PART B**

### **Claimant**

#### Enterprise, Holdings Inc.

Mike Andrew, Senior Vice President and General Counsel

Daniel O’Keefe, Vice President and Associate General Counsel, Litigation

Jay Golder, Vice President and Associate General Counsel, Europe

#### Enterprise Rent-A-Car UK Limited

James Coleman, Commercial Contracts Solicitor

### **First to Sixth Defendants (DAF)**

#### PACCAR Inc

Harrie Schippers, Chief Financial Officer and Executive Vice President

Michael Walton, General Counsel

#### DAF Trucks NV

Harry Wolters, President

Mario Suy, Project Manager for Civil Litigation

Nico den Houting, Project Manager for Civil Litigation

Sanne Boullart, Assistant Project Manager of Civil Litigation

Wouter de Jong, Head of Litigation

Floortje Jansen, Assistant General Counsel

Marcel Groothuismink, Legal Counsel

DAF Trucks Limited

Robin Easton, Managing Director

**Seventh to Eleventh 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, Stellantis N.V.

Marcella Ortolan, Practice Leader Antitrust and Competition Law, Stellantis N.V.

## 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 dated [date] 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 12.1 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 12.1 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: