



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1292/5/7/18 (T)

BETWEEN:

(1) – (339) SUEZ GROUPE SAS AND OTHERS

Claimants

- and -

(1) FIAT CHRYSLER AUTOMOBILES N.V.
(2) CNH INDUSTRIAL N.V.
(3) DAF TRUCKS N.V.
(4) DAF TRUCKS LIMITED

Defendants

- and-

(1) IVECO S.P.A.
(2) IVECO MAGIRUS AG
(3) MAN SE
(4) MAN TRUCK & BUS AG
(5) MAN TRUCK & BUS DEUTSCHLAND GMBH
(6) AKTIEBOLAGET VOLVO (PUBL)
(7) VOLVO LASTVAGNAR AKTIEBOLAG
(8) VOLVO GROUP TRUCKS CENTRAL EUROPE GMBH
(9) RENAULT TRUCKS SAS
(11) SCANIA AKTIEBOLAG (PUBL)
(12) SCANIA CV AKTIEBOLAG (PUBL)
(13) SCANIA DEUTSCHLAND GMBH
(14) PACCAR INC
(15) DAF TRUCKS DEUTSCHLAND GMBH

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);

IT IS ORDERED BY CONSENT THAT:

1. This Order replaces the Confidentiality Ring Order dated 31 July 2018 in these proceedings.
2. Each of the persons named in Parts A1 and B1 of the Schedule to this Order having given a written undertaking pursuant to the terms of the Confidentiality Ring Order dated 31 July 2018, 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 "***Confidential Commission Document***" means any document obtained by or submitted to the European Commission which is part of the European Commission's administrative file relating to its investigation in Case AT.39824 — Trucks, to which the First to Third Defendants and First to Fifteenth Defendants were granted access pursuant to the Notice to access to file OJ C 325 of 22 December 2005 (including any part of those documents and any information contained within those documents) which is disclosed by the Defendants in these proceedings.
 - 3.2 "***Confidential Information***" means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.
 - 3.3 "***Decision***" means the Redacted Confidential Commission Decision as defined in paragraph 11(a) of the Directions Order made by Mrs Justice Rose on 18 December 2017 in Claim No. HC-2016-003422.
 - 3.4 "***Inner Confidentiality Ring Information***" means:
 - (a) documents or information provided by a Party or Parties (the "**disclosing Party**") in these proceedings, including any part of those documents and any information contained within those documents which:
 - i. the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 8 or paragraph 10 of this Order; or
 - ii. are designated as Inner Confidentiality Ring Information by the Tribunal; and

- (b) documents such as:
- i. working documents created by the receiving Party or its advisers or experts;
 - ii. inter-partes correspondence;
 - iii. documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - iv. transcripts prepared by a third party service provider,

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

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

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

- (a) those persons listed in Part A and Part A1 of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 7 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part C of the Schedule to this Order or Part C of the Schedule to the Confidentiality Ring Order dated 31 July 2018 in these proceedings (as appropriate) and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 7 below) where the Proposing Party has complied with paragraph 7.3(b);
- (b) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (a) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order; and
- (c) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in (a) above, who may have access to Inner Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified in writing to the other Parties, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order.

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

3.7 **"Outer Confidentiality Ring Information"** means:

- (a) documents or information provided by a Party or Parties (the "**disclosing Party**") in these proceedings, including any part of those documents and any information contained within those documents which:
 - i. the disclosing Party has designated as Outer Confidentiality Ring Information in accordance with paragraph 8 or paragraph 10 of this Order; or
 - ii. are designated as Outer Confidentiality Ring Information by the Tribunal; and
- (b) documents such as:
 - i. working documents created by the receiving Party or its advisers or experts;
 - ii. inter-partes correspondence;
 - iii. documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - iv. transcripts prepared by a third party service provider,

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

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

3.8 **"Outer Confidentiality Ring Members"** are:

- (a) Inner Confidentiality Ring Members; and
- (b) those persons listed in Part B or Part B1 of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 7 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part D of the Schedule to this Order or Part D of the Schedule to the Confidentiality Ring Order dated 31 July 2018 in these Proceedings (as appropriate), and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Outer Confidentiality Ring Members in accordance with the provisions of paragraph 7 below) where the Proposing Party has complied with paragraph 7.3(b);

- (c) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (b) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order; and
 - (d) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in (b) above, who may have access to Outer Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified in writing to the other Parties, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part D of the Schedule to this Order.
- 3.9 **"Party" or "Parties"** means a party to these proceedings, including (for the avoidance of doubt) any Part 20 Defendants.
- 3.10 **"Scania"** means Scania Aktiebolag, Scania CV Aktiebolag and Scania Deutschland GmbH.
- 3.11 **"these proceedings"** means the claim filed in the Chancery Division of the High Court of Justice on 15 December 2017 by the Claimants against the Defendants under Claim Number CP-2017-000021 and transferred to the Competition Appeal Tribunal by the Order of Mr Justice Roth dated 26 July 2018 under CAT Case No. 1292/5/7/18 (T).

INNER CONFIDENTIALITY RING INFORMATION

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

OUTER CONFIDENTIALITY RING INFORMATION

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

SCOPE OF THE ORDER

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

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 and the Non Defendant Addressees (each a "***Receiving Party***" and together, the "***Receiving Parties***"), and when requesting such written consent specify the name and role of the proposed additional person and provide an explanation of why the addition is reasonable and necessary;
 - 7.2 following receipt of a notice pursuant to paragraph 7.1 above, a Receiving Party shall not unreasonably withhold or delay their consent and if any Receiving Party objects to the proposed addition to the Inner Confidentiality Ring or the Outer Confidentiality Ring, they shall notify the Proposing Party in writing within 7 days that they so object;
 - 7.3 if express consent is given by the Receiving Parties, or the Receiving Parties (or any of them) fail to give express consent and fail to give written notice of objection within the 7 day period specified in paragraph 7.2 above:
 - (a) the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as appropriate) of the Schedule to this Order; and
 - (b) the Proposing Party concerned will provide the written undertaking referred to in paragraph 7.3(a) above and an amended version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties;
 - 7.4 if any objection referred to in paragraph 7.2 above is received, the Proposing Party may apply to the Tribunal and give notice of such application to the Receiving Parties.
 - 7.5 If a Party wishes to remove a person as an Inner Confidentiality Ring Member or an Outer Confidentiality Ring Member, that Party will notify the other Parties and provide an amended version of Part A or B (as appropriate) of the Schedule to this Order to the Tribunal and the other Parties. The Party will also comply with paragraph 11.

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

8. Paragraphs 8.1 to and including 8.5 do not apply to Confidential Commission Documents or the Decision.
- 8.1 A Party providing a document/information in connection with these proceedings may designate that the document/information is: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.
- 8.2 Designation of a document/information as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the Parties receiving the document/information.
- 8.3 A designation of not confidential means that the document/information is not Confidential Information.
- 8.4 Failure to provide a designation for a document/information at the time the document/information is provided shall be deemed to be a designation that the document/information in question is not confidential.
- 8.5 A Party receiving documents/information in these proceedings may request that the disclosing Party amend the designation of a document/information that it has provided (including amendment to a designation of not confidential):
- (a) that requesting Party must provide a written request to the disclosing Party (copied to the other Parties) specifying the following:
 - i. the relevant Confidential Information;
 - ii. the designation the requesting Party believes is appropriate; and
 - iii. why it is reasonable and necessary for the designation of the Confidential Information to be amended;
 - (b) the disclosing Party may consent in writing to amend the designation of Confidential Information, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 14 days of having initially received the written request referred to at paragraph (a) above; and
 - (c) should the consent referred to in paragraph (b) above not be obtained, the requesting Party may apply to the Tribunal for an order that the Confidential Information should be designated as either: (i) Inner Confidentiality Ring Information (ii) Outer Confidentiality Ring Information; or (iii) not confidential (as the requesting Party deems appropriate), provided that notice is given of that application to the other Parties.

PROPOSED PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS

9. For the avoidance of doubt, nothing in this Order prevents a Party, its advisors or experts from sharing Confidential Information provided by that Party in these proceedings.
- 9.1 Nothing in this Order shall prevent:
- (a) any Inner Confidentiality Ring Member from discussing Confidential Information with other inner confidentiality ring members in claims which the Tribunal has ordered are to be heard together with these proceedings;
 - (b) any Outer Confidentiality Ring Member from discussing Outer Confidentiality Ring Information with other inner confidentiality ring members and outer confidentiality ring members in claims which the Tribunal has ordered are to be heard together with these proceedings.
- 9.2 A Party that receives Confidential Information in these proceedings may request that:
- (a) certain Confidential Information is to be provided or made available to one or more persons who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members; and/or
 - (b) certain Inner Confidentiality Ring Information is to be provided or made available to one or more Outer Confidentiality Ring Members.
- 9.3 If a Party wishes such Confidential Information to be provided or made available to such persons:
- (a) it shall notify and request the express written consent of the other Parties and (in the case of a Confidential Commission Document) the Non Defendant Addressees, 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 and Non Defendant Addressees;
- 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 and the Non Defendant Addressees.

DESIGNATION OF CONFIDENTIAL COMMISSION DOCUMENTS

10. Subject to paragraphs 10.1 to 10.5 below, all Confidential Commission Documents disclosed in these proceedings shall be deemed to be designated as Outer Confidentiality Ring Information from 4pm on the date at the end of the period provided for in paragraph 10.2 below and until such time shall be designated as Inner Confidentiality Ring Information.
- 10.1 The Defendants, Non Defendant Addressees and/or Scania may request that a Confidential Commission Document be designated as Inner Confidentiality Ring Information as follows:
- 10.2 By – :
- (i) for Confidential Commission Documents already disclosed pursuant to the disclosure order dated 31 July 2018 made in the proceedings – 4pm on 21 December 2018; and
 - (ii) for all other Confidential Commission Documents – 4pm 28 days from the date of disclosure by list identifying the Confidential Commission Documents to the Claimants, Defendants, Non Defendant Addressees and Scania,
- the Defendant(s), Non Defendant Addressee(s) and/or Scania must provide a written request to the other Parties specifying the following:
- (a) the relevant Confidential Commission Document;

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

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

DESIGNATION OF DECISION

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

COPIES OF CONFIDENTIAL INFORMATION

11. Subject to the exceptions in paragraph 11.1 below, copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) must be destroyed or made inaccessible at the conclusion of these proceedings, or when an individual ceases to be involved in these proceedings. Each Party shall notify the other Parties and the Non Defendant Addressees 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, 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. If the Party which provided the Confidential Information in these proceedings (or the relevant Non Defendant Addressee(s) 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 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 and the Non Defendant Addressees.

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

NOTICES

17. Any notice, consent or objection to be given under or in connection with this Order (each a "**Notice**" for the purposes of this paragraph) shall be in writing.

17.1 Service of a Notice must be effected by email and, in the case of Notice to the Third and Fourth Defendants and Fourteenth and Fifteenth Part 20 Defendants (the "DAF Parties"), with a hard copy to follow by post to Travers Smith LLP, 10 Snow Hill, London EC1A 2AL (Ref. CFE/JEM/AZK).

17.2 Notices shall be addressed as follows:

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

Email addresses: hausfeldtrucksuk@hausfeld.com

Reference: SC/AMM/L0201.0005

(b) Notices for the First and Second Defendants and First and Second Part 20 Defendants (the "Iveco Parties") shall be marked for the attention of:

Iveco

Email addresses: Kim.Dietzel@hsf.com

Gregg.Rowan@hsf.com

IvecoLitigationUKHSF@hsf.com

Reference: 30991611/4168/9100/11090

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

DAF

Email addresses: DafTrucks@traverssmith.com

Caroline.Edwards@traverssmith.com

Joseph.Moore@traverssmith.com

Anchal.Kapur@traverssmith.com

Reference: CFE/JEM/AZK

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

MAN

Email addresses: SM_MANTrucks@SlaughterandMay.com

Reference: DMT/HEW/TAZC

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

Volvo/Renault Trucks

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

nicholas.frey@freshfields.com

anthony.ojukwu@freshfields.com

alexandra.malina@freshfields.com

ricky.versteeg@freshfields.com

Reference: 168213-0001 BCT/NJF

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

Scania

Email addresses: ScaniaTrucksUK@AllenOvery.com

Robin.Marshall@AllenOvery.com

Russell.Butland@AllenOvery.com

Jonathan.Hitchin@AllenOvery.com

Rachel.Penfold@AllenOvery.com

Lauren.Rasking@AllenOvery.com

Reference: JDJH/ROOM/0032310-0000056

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

Daimler

Email addresses: qeprojectnero@quinnemanuel.com
borisbronfentrinker@quinnemanuel.com
nicolachesaites@quinnemanuel.com
lauraabram@quinnemanuel.com

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

The Hon Mr Justice Roth
President of the Competition Appeal Tribunal

Made: 18 December 2018
Drawn: 18 December 2018

This part contains the names of Inner Confidentiality Ring Members:

PART A1

<p><u>Claimants</u></p> <p>Scott Campbell Anna Morfey Aoife Keane William Towell (added 19 September 2018) Amandine Gueret James Groves Julien Michel (added 14 August 2018) Benjamin Smith (added 28 September 2018) Samson Yap Andrew Pickard Samantha Derksen (added 10 October 2018) Antoine Riquier (added 10 October 2018) Claus Wenzler (added 25 October 2018) Ginevra Bicciole (added 25 October 2018) Agnieszka Zalewska (added 1 November 2018) Georgia Lydia Rachianioti (added 1 November 2018) <i>Hausfeld & Co LLP</i></p>
<p>Marie Demetriou QC Christopher Brown Tristan Jones Tim Johnston (added 10 October 2018) <i>Claimants' Counsel</i></p>
<p>Saveria de Falco (added 2 October 2018) Tinuola Modupe Taiwo (added 2 October 2018) Dilsu Ekin Undar (added 2 October 2018) Anna Beth Martin (added 2 October 2018) Farheen Chaudhry (added 2 October 2018) Lorena Guzman Munoz (added 2 October 2018) Roxana-Florina Popa (added 2 October 2018) Stephen Rhys Davies (added 2 October 2018) Tanyasiri Stell (added 2 October 2018) Marco Grisafi (added 2 October 2018) Elfedina Kreutner (added 10 October 2018) Helene Pavlovic (added 10 October 2018) Nadia Galinier (added 10 October 2018) Shewan Mohammad (added 10 October 2018) Maria Lopez Amago (added 10 October 2018) Barbara Ariadna Garcia Gil (added 10 October 2018) Claudia Sofia Freire Marques (added 10 October 2018)</p>

<p>Andreas Jansen (added 11 October 2018) Michail Leliopoulos (added 11 October 2018) Per David Allan Jackson (added 8 November 2018) <i>Contractors - External reviewers</i></p>
<p>Nils von Hinten-Reed (added 17 October 2018) Frederick Wandschneider (added 17 October 2018) Fabian Rinnen (added 17 October 2018) Juliane Bayer (added 17 October 2018) <i>Expert Economists - CEG Europe Limited</i></p>
<p><u>The Iveco Parties</u></p>
<p>Kim Dietzel Gregg Rowan Grace Aylward Daniel Woods Christon Shenolikar James White Stephen Thomson Michael Barron Peter Brennan (added 12 October 2018) Peter Cunningham (added 12 October 2018) Antony Ganey (added 12 October 2018) Samuel Hall (added 12 October 2018) Sophie Jones (added 12 October 2018) Gerarda Morton (added 12 October 2018) Catherine Muir (added 12 October 2018) Christopher Madden (added 12 October 2018) Georgia Nickson (added 12 October 2018) Alexandra Witzel (added 12 October 2018) John Cagan (added 22 October 2018) Johnathan Trent (added 22 October 2018) Richard Agyekum (added 22 October 2018) Nikita Davé (added 7 November 2018) Anne Eckenroth (added 7 November 2018) James Farrell (added 14 November 2018) Francesca Ruddy (added 14 November 2018) Antonia Brindle (added 13 December 2018) Jane Johnston (added 13 December 2018) <i>Herbert Smith Freehills LLP</i></p>
<p>Juan Rodriguez Michael Engel <i>Sullivan & Cromwell LLP</i></p>
<p>Kelyn Bacon QC Tony Singla Max Schaefer Matthew Kennedy (added 7 November 2018)</p>

<i>Counsel – Brick Court</i>
Lorenzo Coppi Michele Avagliano Ming Yu Wong Pawani Malhotra Andrew Mell Kristofer Hammarback Valentina Bianchi Vimercati (added 12 October 2018) Lionel Low (added 12 October 2018) Gytautas Karklius (added 12 October 2018) Andy Parkinson (added 12 October 2018) <i>Expert Economists</i>
<u>The MAN Parties</u>
Richard Swallow, Partner Damian Taylor, Partner Holly Ware, Partner Thomas Clark, Associate Leo Kitchen, Associate Dan Warner, Associate Tom Windsor, Associate Gretel Scott, Associate Stella Kim, Trainee Solicitor Serena Hopkins, Trainee Solicitor Samuel Salt, Trainee Solicitor (added 5 September 2018) Georgina Terry, Trainee Solicitor (added 5 September 2018) Nicholas White, Trainee Solicitor (added 5 September 2018) Jasmin Simpson, Paralegal (added 5 September 2018) <i>Slaughter and May</i>
Markus Roehrig, Partner Daniel Zimmer, Counsel Lars Mesenbrink, Senior Associate Sarah Milde, Senior Associate Malcolm Tiffin-Richards, Senior Associate <i>Hengeler Mueller</i>
Daniel Jowell QC Tom Pascoe <i>Counsel – Brick Court</i>
Conall Patton <i>Counsel – One Essex Court</i>
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

<p>Soledad Pereiras, Vice President Michael Scheidgen, Senior Economist <i>Expert Economists - Compass Lexecon</i></p>
<p><u>The Volvo/Renault Parties</u></p>
<p>Bea Tormey, Partner Nicholas Frey, Partner Ricky Versteeg, Senior Associate Sam Hiebendaal, Senior Associate Daniel Hunt, Associate Alexandra Malina, Associate Ingrid Rois, Associate Amy Rawson, Associate Anthony Ojukwu, Associate Angus Reston, Associate Glenn Kembrey, Associate Haris Ismail, Associate Johanna McDavitt, Associate (added 29 October 2018) Maya Nirula, Trainee Solicitor (added 5 December 2018) Sheridan Jones, Trainee Solicitor (added 5 December 2018) Hannah Short, Trainee Solicitor (added 5 December 2018) Gavin Burke, Senior Paralegal Megan McDonagh, Paralegal (added 14 November 2018) <i>Freshfields Bruckhaus Deringer LLP</i></p>
<p>Frank Wijckmans, Partner Maaïke Visser, Counsel Karolien Francken, Associate Monique Sengelov, Associate Lise Ryckaert, Paralegal <i>Contrast</i></p>
<p>Hugo Leith (added 15 October 2018) Mark Hoskins QC Sarah Ford QC (added 15 October 2018) Sarah Abram Daniel Piccinin Jon Lawrence <i>Counsel</i></p>
<p>Zoltan Biro, Director Chris Newton, Associate Director Fraser Davison, Manager Robert Bowdery, Consultant <i>Expert Economists – Frontier Economics</i></p>
<p><u>The Scania Parties</u></p>
<p>Dirk Arts Kees Schillemans Francesca Miotto</p>

<p>Lauren Rasking Tom Schoors Nele De Backer Jonathan Hitchin Rachel Penfold Robin Marshall Russell Butland (added 14 September 2018) Heather Mowbray (added 14 September 2018) Oliver Troen (added 14 September 2018) Natalie Collins (added 14 September 2018) Aoife O'Reilly (added 9 November 2018) Paul Nicholson (added 14 December 2018) <i>Allen & Overy LLP</i></p>
<p>Brian Kennelly QC Jason Pobjoy Andrew Trotter (added 14 December 2018) <i>Counsel</i></p>
<p>Francesco Rosati Tim Reuter Roberto Parra Segura Matthieu Glotz Eva Sotosek Lucy Holden <i>Expert Economists – RBB Economics</i></p>
<p>Joao Santos Silva <i>Academic advisor working with RBB Economics</i></p>

PART A

Claimants

Defendants

<u><i>The DAF Parties</i></u>
Caroline Edwards, Partner Nigel Seay, Partner Anne Foster, Consultant Paul McComb, Senior Associate Joseph Moore, Senior Associate Rachel Wilson, Senior Associate Sam Wilson, Senior Associate Edward Hardman, Associate Anchal Kapur, Associate Rachel Kitchman, Associate Tim Knight, Associate Philippe Lopeman, Associate Alexandra Thomson, Associate Michelle Anderson, Trainee Solicitor Alastair Lowson, Trainee Solicitor Joseph Gaffney, Paralegal Mahdi Siddique, Paralegal <i>Travers Smith LLP</i>
Daniel Beard QC Meredith Pickford QC Rob Williams Nikolaus Grubeck Daisy Mackersie James Bourke David Gregory <i>Counsel – Monckton Chambers</i>
Damien Neven, Senior Consultant Enrique Andreu, Senior Vice President

Julian Delamer, Senior Vice President
Alan Rozenberg, Vice President
Roberto Venturini, Economist
Sieuwerd Gaastra, Economist
Marcin Pruski, Economist
Vladimir Tsimaylo, Senior Analyst
Expert Economists – Compass Lexecon

Jolling de Pree, Partner
Berto Winters, Partner
Machteld de Monchy, Partner
Tilly Alberga-Smits, Senior Associate
Kees Saarloos, Senior Associate
Stephanie The, Senior Associate
Lizette van Loon, Senior Associate
Zeynep Ortac, Senior Associate
Arne Munch, Senior Associate
Samantha Brinkhuis, Senior Associate
Georgiana Mirza, Associate
Evija Butane, Associate
Wouter-Jan Leys, Associate
Vivian van Weperen, Associate
Femke Kolff-Otten, Contract Lawyer a.i.
Junior Serrano, Legal Project Manager
De Brauw Blackstone Westbroek N.V.

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

PART B1

<u>The Iveco Parties</u>
Roberto Russo, General Counsel and Company Secretary, CNH Industrial N.V. Brigette Calcavecchia, General Counsel - Legal & Compliance, CNH Industrial N.V. Dirk Hofmann, Legal Manager Germany & Alps region, Iveco Magirus AG Rodrigo Martínez Heinberg, Legal Affairs Manager Spain & Portugal, Iveco España, S.L. Simona Finati, Head of Legal Italy, CNH Industrial N.V. Simon McCarthy, Legal North Europe and Africa Middle East, CNH Industrial N.V.
<u>The MAN Parties</u>
<i>MAN Truck & Bus AG</i> Dr. Martin Gstaltmeyr, General Counsel Dr. Anja Doering, Senior Legal Counsel Sebastian Hausner, Legal Counsel
<u>The Volvo/Renault Parties</u>
<i>AB Volvo (publ)</i> Nina Aresund, Senior Vice President Corporate Legal Kelda Groves, Head of Litigation, UK and Europe Susanne Jannesson, Corporate Legal Counsel
<i>Volvo Truck Corporation</i> Jan Svensson, Vice President Legal
<i>Renault Trucks SAS</i> Arnaud Agelou, Legal & Compliance Director
<i>Volvo Group UK Limited</i> Simon Villanueva, Legal Director Sonica Dahri, Senior Legal Counsel
<u>The Scania Parties</u>
Mikael Eurenus, Legal Counsel, Scania CV AB Kareen Cranston, Head of Compliance, Legal and Risk, Scania GB

PART B

Claimants

Defendants

<u>The DAF Parties</u>
<u>PACCAR Inc</u> Doug Grandstaff, General Counsel Preston Feight, Executive Vice President Harrie Schippers, President and Chief Financial Officer
<u>DAF Trucks N.V</u> Duco Zoomer, General Counsel Roebj Tjemkes, Senior Legal Counsel Marjon Ijpelaar, Senior Legal Counsel Harry Wolters, President Michiel Kuijs, Managing Director for the Netherlands and Scandinavia Nico den Houting, Project Manager for Civil Litigation
<u>DAF Trucks Limited</u> Robin Easton, Managing Director
<u>DAF Trucks France S.A.R.L.</u> Philippe Canetti, Managing Director
<u>DAF Trucks Vlaanderen N.V.</u> Bart Bosmans, Managing Director for Belgium and Luxembourg

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 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: