



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1290/5/7/18 (T)

BETWEEN

(1) BT GROUP PLC
(2) BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY
(3) BT FLEET LIMITED

Claimants

-and-

(1) DAF TRUCKS LIMITED
(2) DAF TRUCKS N.V.
(3) DAF TRUCKS DEUTSCHLAND GMBH
(4) PACCAR INC

Defendants

AMENDED 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:

- 1A This Order replaces the Confidentiality Ring Order dated 18 December 2018.
- 1B Each of the persons named in Parts A and B of the Schedule to this Order having given a written undertaking pursuant to the terms of the Confidentiality Ring Order dated 18 December 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

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 Second to Fourth Defendants were granted access pursuant to the Notice to access to file OJ C 325 of 22 December 2005 (including any part of those documents and any information contained within those documents) which is disclosed by the Defendants in these proceedings, save for those documents stated by certain of the Defendants, Non Defendant Addressees and Scania in their letters/statements of 11 April 2019 to no longer require confidential treatment within a confidentiality ring
 - 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 or Part C of the Schedule to the Confidentiality Ring Order dated 18 December 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 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 **"Non Defendant Addressees"** means any addressees of the 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 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).

1.8 **"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 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 or Part D of the Schedule to the Confidentiality Ring Order dated 18 December 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 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.

1.9 **"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 13 October 2017 by the Claimants against the Defendants under

Claim Number CP-2017-000014 and transferred to the Competition Appeal Tribunal by the Order of Mr Justice Roth dated 13 July 2018 under CAT Case No. 1290/5/7/18 (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.
- 4A Any Inner Confidentiality Ring Member or Outer Confidentiality Ring Member may discuss any Confidential Commission Document (which for the avoidance of doubt includes documents of the nature described at 1.4(b) and 1.7(b) above) with individuals having the same confidentiality status in claims HC-2016-003442/CAT Case 1284/5/7/18 (T) (Royal Mail); CP-2017-000021/CAT Case 1293/5/7/18 (T) (Veolia); CP-2017-000021/CAT Case 1292/5/7/18 (T) (Suez); CP-2017-000024/CAT Case 1294/5/7/18 (T) (Wolseley); CP-2017-000022/CAT Case 1291/5/7/18 (T) (Ryder); and/or CP-2017-000020/CAT Case 1295/5/7/18 (T) (Dawsongroup), meaning an 'Inner Confidentiality Ring Member' or 'Outer Confidentiality Ring Member' (as applicable), as defined in the relevant confidentiality ring orders made in those proceedings, provided the document(s) in question have been disclosed in those proceedings. For the avoidance of doubt, in the case of documents of the nature described at 1.4(b) and 1.7(b):
 - a) any parts of such documents that contain or refer to the content of Confidential Commission Documents that have not been disclosed in one or more of the above proceedings may not be discussed with Inner or Outer Confidentiality Ring Members in those proceedings; and

- b) any parts of such documents that contain or refer to the content of any Confidential Information that is not a Confidential Commission Document may not be discussed with any Inner or Outer Confidentiality Ring Members in any other proceedings.

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, 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;
 - 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 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 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.
- 7.2 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.
- 7.3 If a Party wishes such Confidential Information to be provided or made available to such persons:
- (a) it shall notify and request the express written consent of the other Parties and (in the case of a Confidential Commission Document) the Non Defendant Addressees and Scania, and when requesting such written consent specify the name and role of the proposed person(s), the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant documents) and provide an explanation of why it is reasonable and necessary for the Confidential Information to be provided or made available to such person(s);
 - (b) following receipt of a notice pursuant to paragraph 7.3(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 7.3(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 7.3(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 7.3(c)(i) above to the Tribunal, other Parties, Non Defendant Addressees and Scania;

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

DESIGNATION OF CONFIDENTIAL COMMISSION DOCUMENTS

8. Subject to paragraphs 8.1 to 8.5 below, all Confidential Commission Documents disclosed in these proceedings shall be deemed to be designated as Outer Confidentiality Ring Information from 4pm on the day at the end of the period provided for in paragraph 8.2 below and until such time shall be designated as Inner Confidentiality Ring Information.

8.1 The Defendants, Non Defendant Addressees and/or Scania may request that a Confidential Commission Document be designated as Inner Confidentiality Ring Information as follows:

8.2 By –

(i) for Confidential Commission Documents deemed disclosed pursuant to the order made further to the case management conference on 21-22 November 2018 - 4pm on 21 December 2018; and

(ii) for all other Confidential Commission Documents – 4pm 28 days from the date of disclosure by list identifying the Confidential Commission Document to the 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.

8.3 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 8.2 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 8.6 below.

- 8.4 Should the consent referred to in paragraph 8.3 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.
- 8.5 Pending the outcome of this process in relation to requests made pursuant to paragraphs 8.1 to 8.4 above, the Claimants shall treat the relevant Confidential Commission Document as Inner Confidentiality Ring Information.
- 8.6 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 8.6(a) above, the Defendants, the Non Defendant Addressees and/or Scania may consent in writing to amend the designation of the Confidential Commission Document, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 28 days of having initially received the written request referred to at paragraph (a) above;
 - (c) in the event that any of the Defendants, Non Defendant Addressees and/or Scania do not respond to the written request referred to at paragraph (a) above within 28 days of the request being sent, the relevant Defendant, Non Defendant Addressee or Scania shall be deemed to consent to the amendment to the designation of the relevant Confidential Commission Document sought by the Claimants; and

(d) should the consent referred to in paragraph 8.6(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.

8.7 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 8.

DESIGNATION OF THE DECISION

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

COPIES OF CONFIDENTIAL INFORMATION

9. Subject to the exceptions in paragraph 9.1 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).

9.1 The obligation in paragraph 9 above, is subject to the following exceptions:

- (a) Paragraph 9 does not apply to solicitors' or counsel's notes.
- (b) Paragraph 9 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 9 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 9 does not apply to a Party in respect of the Confidential Information it provided.

UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

10. In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, lawyers for the improperly disclosing Party shall immediately notify the improper recipient(s) and the lawyers for the Party or Parties who provided the Confidential Information in these proceedings, and (in the case of a Confidential Commission Document) the Non Defendant Addressees and Scania, of all the pertinent facts, and the improperly disclosing Party shall use its best endeavours to further prevent unauthorised disclosure including retrieving all copies of the Confidential Information from the improper recipient(s) thereof and securing the agreement of such recipient(s) not to further disseminate the Confidential Information in any form.

DISCLOSURE PURSUANT TO COURT ORDER

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

ENFORCEMENT OF THE ORDER, LIBERTY TO APPLY AND COSTS

12. 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.
13. There shall be liberty to apply, which shall be on notice to the other Parties, the Non Defendant Addressees and Scania.
14. The costs of compliance with and of drafting this Order shall be costs in the case.

NOTICES

15. 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.

15.1 Service of a Notice must be effected by email and, in the case of Notice to the Defendants, with a hard copy to follow by post to Travers Smith LLP, 10 Snow Hill, London EC1A 2AL (Ref. D.4377.3/CFE).

15.2 Notices shall be addressed as follows:

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

Email addresses: BT.Trucks@bclplaw.com

Andrew.Hockley@bclplaw.com

Edward.Coulson@bclplaw.com

Reference: AHOC/ECSN/B1161.00008

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

Email addresses: DafTrucks@traverssmith.com

Caroline.Edwards@traverssmith.com

Rachel.Wilson@traverssmith.com

Tim.Knight@traverssmith.com

Reference: CFE/RLW

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

Volvo/Renault

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

Nicholas.frey@freshfields.com

Daimler

Email addresses: QEProjectNero@quinnemanuel.com

borisbronfentrinker@quinnemanuel.com

MAN

Email addresses: SM_MANTrucks@SlaughterandMay.com

Damian.Taylor@SlaughterandMay.com

Iveco

Email addresses: IvecoLitigationUKHSF.com

Kim.Dietzel@hsf.com

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

Email addresses: ScaniaTrucksUK@allenoverly.com

Jonathan.Hitchin@allenoverly.com

The Hon Mr Justice Roth
President of the Competition Appeal Tribunal

Made: 12 June 2019
Drawn: 12 June 2019

This part contains the names of Inner Confidentiality Ring Members:

PART A

Claimants

Bryan Cave Leighton Paisner LLP

Andrew Hockley, Partner

Ed Coulson, Partner

Ben Blacklock, Senior Associate

Clare Reeve, Senior Associate

Sarah Ward, Senior Associate

Andrew Leitch, Associate

Nicholas Young, Associate

Graeme Thomas, Associate

Tonio Sadoni, Associate

Staffan Wegdell, Counsel

Sam Brown, Trainee Solicitor

Giulia Carloni, Trainee Solicitor

India Fahy, Trainee Solicitor

Daniel Swinburn, Senior Paralegal

Kaveh Lajmir, Senior Paralegal

Marieke Datema, Senior Lawyer Consultant

Anali Vega, Legal Clerk

Monckton Chambers

Tim Ward QC

Robert Palmer

Anneliese Blackwood

Will Hooper

Economic Insight

James Harvey, Director

Christopher Pickard, Senior Consultant

Madeleine Matos, Consultant

Nisha Thomas, Analyst

Eleanor Clutterbuck, Analyst

Khaldia Al Kasm, Analyst

Temple Translators

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Natalie Corbett, Production Coordinator

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Rosalyn Munton, Translator

Alexander Simpson, Translator

Alice Kinnane, Translator

Monica Sandor, Translator

Tim Morgan, Translator

Laura Rekiaro, Translator

Hellen Mason-Spyry, Translator

Asya Sokirko, Translator

Sabine Mepstead, Translator

Simon Braun, Translator

Cuthbert Lovell, Translator

Defendants

Travers Smith LLP

Caroline Edwards, Partner

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

Anne Foster, Consultant

Angela Taylor, Senior Counsel

Rachel Wilson, Senior Associate

James Hulmes, Senior Associate

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

Joseph Moore, Senior Associate

Sam Wilson, Senior Associate

Rachel Kitchman, Senior Associate

Michelle Anderson, Associate

Lauren Clark-Hughes, Associate

Edward Hardman, Associate

Philippe Lopeman, Associate

Anchal Kapur, Associate

Charlotte Angwin, Associate

Tim Knight, Associate

~~Thomas Davies, Trainee Solicitor (removed on 06 March 2019)~~

~~Sam Van Besouw, Trainee Solicitor (removed on 06 March 2019)~~

Marguerite Casanova, Paralegal

Joseph Gaffney, Paralegal

Hessel Roeleveld, Paralegal

Mahdi Siddique, Paralegal

Lucy Briggs, Paralegal

Jack Redrup, Paralegal

Huw Jenkin, Partner (added on 30 January 2019)

Cameron Mills, Associate (added on 30 January 2019)

Laura McCann, Associate (added on 30 January 2019)

Maya Chandegra, Associate (added on 30 January 2019)

Thomas Caldwell, Associate (added on 30 January 2019)

Cormac Toomey, Senior Associate (added on 06 March 2019)

Imogen Nolan, Associate (added on 06 March 2019)

Lydia Williams, Trainee Solicitor (added on 06 March 2019)

Anastasia Rostron, Trainee Solicitor (added on 06 March 2019)

Inge Swiegers, Trainee Solicitor (added on 06 March 2019)

Sam Cottman, Senior Counsel (added on 23 May 2019)

Monckton Chambers

Meredith Pickford QC

Rob Williams

James Bourke

Nikolaus Grubeck

Daisy Mackersie (added on 01 May 2019)

David Gregory (added on 01 May 2019)

Daniel Beard QC (added on 02 May 2019)

Thomas Sebastian (added on 02 May 2019)

Compass Lexecon

Damien Neven, Senior Consultant;

Enrique Andreu, Senior Vice President

Julian Delamer, Senior Vice President

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

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

Marcin Pruski, Economist

Roberto Venturini, Economist

Vladimir Tsimaylo, Senior Analyst

Laura Napolitano, Analyst (added on 1 March 2019)

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

Daniel Westrik, Economist (added on 23 May 2019)

De Brauw Blackstone Westbroek N.V.

Jolling de Pree, Partner

Berto Winters, Partner

Machteld de Monchy, Partner

Tilly Alberga-Smits, Senior Associate

Samantha Brinkhuis, Senior Associate

Lizette van Loon, Senior Associate

Arne Munch, Senior Associate

Zeynep Ortac, Senior Associate

Kees Saarloos, Senior Associate

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

Evija Butane, Associate

Aylin Gayibli, Associate

Wouter-Jan Leys, Associate

Tim van den Meijdenberg, Associate

Georgiana Mirza, Associate

Paul Post, Associate

Vivian van Weperen, Associate

Clio Zois, Associate

Avlin Gavibli, Associate

Femke Kolff-Otten, Contract Lawyer a.i.

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

Tiana Danielle Xavier, Associate (added 15 February 2019)

Mira Smulders, Senior Associate (added 15 February 2019)

Agnieszka Bartłomiejczyk, Associate (added 12 April 2019)

Justyna Niemczyk, Associate (added 12 April 2019)

James Wang, Senior Associate (added on 24 May 2019)

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

PART B

Claimants

BT Group PLC

Bruce Breckenridge, General Counsel Corporate

Julian Killin, Senior Contentious Lawyer

Belinda Bagge, Legal Director Competition & Regulatory Law

Timothy Jones, Senior Competition Lawyer

Julia Mansi, Litigation Lawyer

Emily Clark, Chief Economist

Helen Lay, Senior Economist

Matt Brown, Legal Director, Ventures

Henry Brace, Managing Director, Fleet Solutions

Rich Guest, Financial Director, Fleet Solutions

Emily Wise, Financial Reporting Manager, Fleet Solutions

Jim Morley, BT Procurement Manager

Clive Stalley, BT Procurement

Defendants

PACCAR Inc

Doug Grandstaff, General Counsel

Preston Feight, Executive Vice President

Harrie Schippers, President and Chief Financial Officer

DAF Trucks N.V

Harry Wolters, President

Duco Zoomer, General Counsel

Marjon Ijpelaar, Senior Legal Counsel

Nico den Houting, Project Manager for Civil Litigation

Mario Suy, Project Manager Financial Data

Sanne Boullart, Assistant Project Manager for Civil Litigation (added on 6 March 2019)

Willem-Jan Wieland, Senior Legal Counsel (added on 12 April 2019)

DAF Trucks Limited

Robin Easton, Managing Director

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 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, 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 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: