



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1356/5/7/20 (T)

BETWEEN:

BALFOUR BEATTY GROUP LIMITED AND OTHERS

Claimants

- and -

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

Defendants

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:

DEFINITIONS

1. For the purposes of this Order:

- 1.1. “**Confidential Commission Document**” means any document obtained by or submitted to the European Commission which is part of the European Commission's administrative file relating to its investigation in Case AT.39824 — Trucks, to which the Defendants were granted access pursuant to the Notice to access to file OJ C 325 of 22 December 2005 (including any part of those documents and any information contained within those documents) which is disclosed by the Defendants in these proceedings.
- 1.2. “**Confidential Information**” means Inner Confidentiality Ring Information and Outer Confidentiality Ring Information.
- 1.3. “**Decision**” means the Redacted Confidential Commission Decision as defined in paragraph 11(a) of the Directions Order made by Mrs Justice Rose on 18 December 2017 in Claim No. HC-2016-003422.
- 1.4. “**Inner Confidentiality Ring Information**” means:
 - (a) documents or information provided by a Party or Parties (the “**disclosing Party**”) in these proceedings, including any part of those documents and any information contained within those documents which:
 - i. the disclosing Party has designated as Inner Confidentiality Ring Information in accordance with paragraph 6 or paragraph 8 of this Order; or
 - ii. are designated as Inner Confidentiality Ring Information by the Tribunal;
and
 - (b) documents such as:
 - i. working documents created by the receiving Party or its advisers or experts;
 - ii. inter-partes correspondence;
 - iii. documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and
 - iv. transcripts prepared by a third party service provider,which contain or refer to the content of the documents/information provided under (a).

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

1.5. “**Inner Confidentiality Ring Members**” are:

- (a) those persons listed in Part A of the Schedule to this Order, as amended from time to time in accordance with the provisions of paragraph 5 below or an order of the Tribunal, who have given a signed undertaking in the terms of Part C of the Schedule to this Order and that signed undertaking has been provided to the Tribunal and (in the case of those persons who are added as Inner Confidentiality Ring Members in accordance with the provisions of paragraph 5 below) where the Proposing Party has complied with paragraph 5.3(b);
- (b) necessary secretarial and other support personnel (not including trainee solicitors or paralegals) under the supervision of those persons identified in (a) above, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order; and
- (c) any external eDisclosure or litigation support provider engaged by one of the Parties in connection with these proceedings to provide eDisclosure or similar services in support of those persons identified in (a) above, who may have access to Inner Confidentiality Ring Information as a necessary consequence of the provision of their services and whose identity is notified in writing to the other Parties, provided that such provider has been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to this Order.

1.6. “**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 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 8 November 2019 by the Claimants against the Defendants under Claim Number CP-2019-000033 and transferred to the Competition Appeal Tribunal by the order of Mr Master Clark dated 4 February 2020 under Case 1356/5/7/20 (T).

INNER CONFIDENTIALITY RING INFORMATION

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

OUTER CONFIDENTIALITY RING INFORMATION

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

SCOPE OF THE ORDER

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

ADDITIONS TO THE INNER OR OUTER CONFIDENTIALITY RING

5. If a Party (the "Proposing Party") wishes to add an additional person as an Inner Confidentiality Ring Member or as an Outer Confidentiality Ring Member (which shall include, but shall not be limited to, any additional expert witness):
 - 5.1. it shall notify and request the express written consent of the other Parties 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 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 and Non-Defendant Addressees;
 - 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, Scania and Non-Defendant Addressees 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 and Non-Defendant Addressees. The Party will also comply with paragraph 10.

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

6. Paragraphs 6.1 to and including 6.5 do not apply to Confidential Commission Documents or the Decision:
- 6.1. A Party providing a document/information in connection with these proceedings may designate that the document/information is: (i) Inner Confidentiality Ring Information; (ii) Outer Confidentiality Ring Information; or (iii) not confidential.
- 6.2. Designation of a document/information as Inner Confidentiality Ring Information or Outer Confidentiality Ring Information must be made in writing to the Parties receiving the document/information.
- 6.3. A designation of not confidential means that the document/information is not Confidential Information.
- 6.4. Failure to provide a designation for a document/information at the time the document/information is provided shall be deemed to be a designation that the document/information in question is not confidential.
- 6.5. A Party receiving documents/information in these proceedings (the “Requesting Party”) may request that the disclosing Party amend the designation of a document/information that it has provided (including amendment to a designation of not confidential):
- (a) that Requesting Party must provide a written request to the disclosing Party (copied to the other Parties) specifying the following:
- i. the relevant Confidential Information;
 - ii. the designation the Requesting Party believes is appropriate; and

- iii. why it is reasonable and necessary for the designation of the Confidential Information to be amended;
- (b) the disclosing Party may consent in writing to amend the designation of Confidential Information, with such consent not to be unreasonably withheld and, in any event, a response should be provided within 14 days of having initially received the written request referred to at paragraph (a) above; and
- (c) should the consent referred to in paragraph (b) above not be obtained, the Requesting Party may apply to the Tribunal for an order that the Confidential Information should be designated as either: (i) Inner Confidentiality Ring Information (ii) Outer Confidentiality Ring Information; or (iii) not confidential (as the Requesting Party deems appropriate), provided that notice is given of that application to the other Parties.

PROPOSED PROVISION OF CONFIDENTIAL INFORMATION TO PERSONS OUTSIDE THE RINGS

- 7. For the avoidance of doubt, nothing in this Order prevents a Party, its advisors or experts from sharing Confidential Information provided by that Party in these proceedings.
- 7.1. A Party that receives Confidential Information in these proceedings may request that:
 - (a) certain Confidential Information is to be provided or made available to one or more persons who are neither Inner Confidentiality Ring Members nor Outer Confidentiality Ring Members; and/or
 - (b) certain Inner Confidentiality Ring Information is to be provided or made available to one or more Outer Confidentiality Ring Members.
- 7.2. If a Party wishes such Confidential Information to be provided or made available to such persons:
 - (a) it shall notify and request the express written consent of the other Parties and (in the case of a Confidential Commission Document) Scania and 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 7.2(a) above, a recipient of any such notice shall not unreasonably withhold or delay their consent and if any such recipient objects to Confidential Information being provided or made available to the proposed person, they shall notify the requesting Party in writing within 14 days that they so object;
 - (c) if express consent is given by the recipient(s) of any notice under paragraph 7.2(a) or the recipient(s) (or any of them) fail to give express consent and fail to give written notice of objection within the 14 day period specified in paragraph 7.2(b) above:
 - i. the additional person will be required to give the written undertaking to the Tribunal in the terms of Part C or D (as appropriate) of the Schedule to this Order, as amended to list the specific documents that are to be provided or made available to them; and
 - ii. the Party concerned will provide the written undertaking referred to in paragraph 7.2(c)(i) above to the Tribunal, other Parties, Scania and Non-Defendant Addressees;
- 7.3. if any objection referred to in paragraph 7.2 above is received, the requesting Party may apply to the Tribunal and give notice of such application to the other Parties, Scania and the Non-Defendant Addressees.

DESIGNATION OF CONFIDENTIAL COMMISSION DOCUMENTS

- 8. The Defendants and/or Scania shall indicate in writing that they are disclosing Confidential Commission Documents and request that a Confidential Commission Document be designated as Outer Confidentiality Ring Information or Inner Confidentiality Ring Information.
- 8.1. Upon disclosure by list identifying the Confidential Commission Documents to the Claimants, Defendants, Scania and Non-Defendant Addressees, the Defendant(s), Scania, and/or Non-Defendant Addressee(s) must identify to the other Parties the relevant Confidential Commission Document and why it is reasonable and necessary

for the Confidential Commission Document to be designated as Outer Confidentiality Ring Information or Inner Confidentiality Ring Information.

- 8.2. 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, Scania and the Non-Defendant Addressees 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 (a) above, the Defendants, Scania and/or the Non-Defendant Addressees 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, Scania and/or Non Defendant Addressees do not respond to the written request referred to at paragraph (a) above within 28 days of the request being sent, the relevant Defendant, Scania or Non-Defendant Addressees 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 (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, Scania and Non-Defendant Addressees.

DESIGNATION OF DECISION

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

COPIES OF CONFIDENTIAL INFORMATION

10. Subject to the exceptions in paragraph 10.1 below, copies of Confidential Information provided pursuant to this Order (in both hard and soft copy) must be destroyed or made inaccessible at the conclusion of these proceedings, or when an individual ceases to be involved in these proceedings. Each Party shall notify the other Parties, Scania and/or the Non-Defendant Addressees that the Confidential Information has been destroyed or made inaccessible (as appropriate).
- 10.1. The obligation in paragraph 10 above, is subject to the following exceptions:
 - (a) Paragraph 10 does not apply to solicitors' or counsel's notes.
 - (b) Paragraph 10.1 does not create an obligation to search for transitory or deeply stored soft copies of Confidential Information which may exist on the computer system of the receiving Party and which cannot be recovered without special measures, provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies.
 - (c) Paragraph 10 does not apply to Parties' copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the proceedings, as well as lawyer work product referring to Confidential Information, subject to continued compliance with the terms of this Order in respect of the Confidential Information contained within such documents.
 - (d) Paragraph 10 does not apply to a Party in respect of the Confidential Information it provided.

UNAUTHORISED DISCLOSURE OF CONFIDENTIAL INFORMATION

11. In the event of any disclosure of Confidential Information other than in a manner authorised by this Order, including any unintentional or inadvertent disclosure, lawyers for the improperly disclosing Party shall immediately notify the improper recipient(s) and the lawyers for the Party or Parties who provided the Confidential Information in these proceedings, and (in the case of a Confidential Commission Document) Scania and/or 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

12. If at any time any Confidential Information is made the subject of a court disclosure or discovery order (or similar) anywhere in the world, the person upon whom the order is served shall immediately give written notice to the legal representatives of the Party or Parties which produced the Confidential Information, together with (in the case of the Decision or a Confidential Commission Document) Scania and/or the Non-Defendant Addressees. If the Party which provided the Confidential Information in these proceedings (or Scania 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

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

NOTICES

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

18. Notices shall be addressed as follows:

18.1. Notices for the Claimants shall be sent to:

Email address: hausfeldtrucksuk@hausfeld.com

Reference: SC/AMM/L0201.0028

18.2. Notices for the Iveco Parties shall be sent to:

Email address: IvecoUKConfidentialityNotification@hsf.com

Reference: 30991611/4168/2097/12397

18.3. Notices for the DAF Parties shall be sent to:

Email address: DafTrucksconfidentiality@traverssmith.com

Reference: CFE/CKA/LYC

18.4. Notices for the MAN Parties shall be sent to:

Email address: SM_MANTrucksConfidentiality@SlaughterandMay.com

Reference: DMT/HEW/EXJ

18.5. Notices for the Volvo/Renault Parties shall be sent to:

Email address: [\\$VRT_Trucks_UK_Confidentiality@freshfields.com](mailto:$VRT_Trucks_UK_Confidentiality@freshfields.com)

Reference: 168213-0001 BCT/NJF

18.6. Notices for the Daimler Parties shall be sent to:

Email addresses: qeprojectnero@quinnemanuel.com

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

18.7. Notices for Scania shall be sent to:

Email address: scaniatrucksukconfidentiality@allenoverly.com

Reference: JDJH/RUSB/ROOM/0032310-0000058

The Hon Mr Justice Roth
President of the Competition Appeal Tribunal

Made: 22 January 2021
Drawn: 22 January 2021

This part contains the names of Inner Confidentiality Ring Members:

PART A

<u>Claimants</u>
<u>Hausfeld & Co. LLP</u> Scott Campbell Anna Morfey Tom Bolster William Towell Amandine Gueret Agnieszka Zalewska Antonio Delussu Julia Von Eitzen Peretz Amarachukwu Ndukwe Natalie Jukes Laura Davidson Adel Msolly
<u>Blackstone Chambers</u> Tristan Jones
<u>Brick Court Chambers</u> Marie Demetriou QC Tim Johnston Thomas James Foxton
<u>CEG Europe Limited</u> Nils von Hinten-Reed Frederick Wandschneider Fabian Rinnen Juliane Bayer

Elisa Flecken

Sarah Losch

Mark Conaty

Iveco Parties

Herbert Smith Freehills LLP

Kim Dietzel, Partner

Gregg Rowan, Partner

James Farrell, Partner

Stephen Wisking, Partner

Andrew North, Of Counsel

Grace Aylward, Consultant

Daniel May, Senior Associate

Graeme Robertson, Senior Associate

Natalia Rodriguez, Senior Associate

Daniel Woods, Senior Associate

Rebekah Dixon, Senior Associate

Stephen Thomson, Senior Associate

Olivia Walton, Senior Associate

Christon Shenolikar, Senior Associate

James White, Associate

Naomi Reid, Associate

Antonia Brindle, Associate

Ben Phillips, Associate

Jerome Temme, Associate

Nikita Davé, Associate

Joe Moorcroft-Moran, Associate

Ina Metko, Associate

Annika Gante, Associate

Nikolaus Moench, Associate

Catherine Muir, Senior Former Practising Barrister

Gerarda Morton, Legal Manager

John Cagan, Paralegal

Alfredo De Stefano, Paralegal

Saima Zafar, Paralegal

Niall Kennedy, Senior Solicitor (Northern Ireland)

Jane Johnston, Senior Legal Analyst

Dylan McBurney, Legal Analyst

Patrick O'Connor, Legal Analyst

Linnet Kurian, Legal Analyst

Shannon Roddy, Legal Analyst

Jamie Ball, Trainee Solicitor

Leshandra Mandlate, Trainee Solicitor

Carlo Marescotti, Trainee Solicitor

Alison Cheung, Trainee Solicitor

Eve Meurgey, Trainee Solicitor

Benjamin Gordon, Trainee Solicitor

Anthony Chan, Trainee Solicitor

Sullivan & Cromwell LLP

Juan Rodriguez, Partner

Brick Court Chambers

Charles Hollander QC

Tony Singla

Matthew Kennedy

Aaron Khan

Compass Lexecon

Lorenzo Coppi, Executive Vice President

Michele Avagliano, Senior Economist

Ming Yu Wong, Economist

Kristofer Hammarback, Economist

<p>Gytautas Karklius, Senior Analyst</p> <p>Laura Rovegno, Senior Economist</p> <p>Jin Kiat Tan, Senior Analyst</p> <p>Simon Collis, Analyst</p> <p>Alan Rozenberg, Vice President</p> <p>Harry Gosling, Analyst</p> <p>James Wong, Economist</p> <p>Rebecca Reichert, Analyst</p> <p>Aric Chau, Research Analyst</p> <p>Emmet Lenoach, Research Analyst</p> <p>Laura Phaff, Vice President</p> <p>Mallika Arora, Economist</p> <p>Choo Zhixin (known as Verdi Choo), Senior Analyst</p> <p>Vivien Csonka, Senior Analyst</p> <p>Hiranmayee Rajan, Analyst</p> <p>Gonçalo Manuel Dinis Da Silva Gomes, Research Analyst</p> <p>James Forster, Senior Analyst</p> <p>Kadambari Prasad, Vice President</p> <p>Sasha Guest, Research Analyst</p> <p>Ziyue Yang, Analyst</p> <p>Noorah Al Faris, Analyst</p> <p>Xiaoshi Shi, Analyst</p> <p>Joshua Jun Heng Phoon, Analyst</p> <p>Muxing Webster Zhou, Research Analyst</p> <p>Sara Sorbini, Research Analyst</p> <p>Josep Peya, Senior Analyst</p> <p>Sara Vojvodic, Senior Analyst</p>
<p><u>FTI Consulting</u></p> <p>Timothy Gardiner, Senior Director</p> <p>Mike Pilgrem, Senior Managing Director</p>

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

MAN Parties

Slaughter and May

Richard Swallow

Damian Taylor

Holly Ware

Thomas Clark

Tom Windsor

Antonia Tjong

Ross Francis-Pike

Nicholas Lee

Edmund Berney

James Edwards

Heather Crosby

Emily Boseley

Alexandra Zintl

Matthew Crilly

Madison Vincent

Zarrin Hussain

Conor Burns

Margot Speed

Harriet Saunders

Clara Austeria

Elizabeth Jordan

Jessica Ward

Fatima Harlock

Raza Nazar

Elissa Foord

Jennifer Allan

Claire Hooi

Robert Worthington

Benjamin Lammin

Georgina Terry

Harry Klein

Lorna Nsoatabe

Alexander Cranstoun

Thomas Grodecki

William Doyle

Magdalena Kowalczuk

Nicholas Quirke

Bo Li

Phyllis Guven

Akbar Hassan

Nick Addow

Bianca Pereira

Hengeler Mueller

Markus Roehrig

Daniel Zimmer

Sarah Milde

Malcolm Tiffin-Richards

Thorsten Maeger

Lea Kristina Cleophas

Aenne Tetz

Jimena Janeiro Fong

Luisa Kuschel

Philipp Kanzow

Irene Rodenstock

Caroline Madeleine Beyersdorf

Clara Lütgerath

Martina Aleksandrova

Brick Court Chambers

Daniel Jowell QC

Tom Pascoe

David Bailey

Jonathan Scott

FTI Consulting

Navin Waghe

Lau Nilhausen

Matt Burder

Nick Leese

Thomas Maasen

Connor Gower

Andrew Hine

Genna Aldridge

Katherine Glennie-Soares

Kean Seeger

Adeline Sou

Josie Davies

Matthew Burt

Compass Lexecon

Jorge Padilla

Nadine Watson

Sofia Galan Perez

Norbert Czinkan

Thilo Klein

Elena Zoido

Soledad Pereiras

Michael Scheidgen

Edward Bond

Jasper Haller

Raquel Diez

Carla Banfi

Stefano Trento

Florian Mockel

Tristan Salmon

Janani Dhileepan

Sebastien Grotto

Marion Chabrost

Giulio Paltrinieri

Kristi Dode

Natalia Losurdo

Gwilhem Charbonnier

Arpita Pattanaik

DAF Parties

Travers Smith LLP

Adam Short, Senior Associate

Caroline Edwards, Partner

Charlotte Angwin, Associate

Cormac Toomey, Senior Associate

Edward Hardman, Senior Associate

Francesca Lawrenson, Associate

Harriet Lawrence, Associate

Huw Jenkin, Partner

Imogen Nolan, Associate
James Hulmes, Senior Associate
John Hadfield, Paralegal
Joseph Moore, Senior Associate
Kasope Sonola, Trainee
Laura McCann, Associate
Lauren Clark-Hughes, Associate
Madeleine Parker, Associate
Matthew Shannon, Paralegal
Maya Chandegra, Associate
Michelle Anderson, Associate
Peter Eaton, Paralegal
Phillipe Lopeman, Associate
Rachel Kitchman, Senior Associate
Rachel Wilson, Senior Associate
Seaghan Davey, Paralegal
Shreeya Ranchhod, Paralegal
Siân Whitby, Trainee
Thomas Caldwell, Associate
Tim Knight, Senior Associate
Victoria Green, Associate

Monckton Chambers

Daniel Beard QC
Meredith Pickford QC
Rob Williams QC
Nikolaus Grubeck
Daisy Mackersie
James Bourke
David Gregory
Thomas Sebastian

Azeem Suterwalla

Compass Lexecon

Damien Neven, Senior Consultant

Enrique Andreu, Senior Vice President

Julian Delamer, Senior Vice President

Roberto Venturini, Economist

Vladimir Tsimaylo, Senior Analyst

Marcin Pruski, Economist

Daniel Westrik, Economist

Laura Napolitano, Analyst

Laureen de Barsy, Analyst

Daniel Coublucq, Vice President

Ian Small, Senior Vice President

Andrea Brucato, Vice President

Antoine Tonerre, Senior Economist

Benjamin Roux, Economist

Hyung-Joong Kim, Senior Analyst

Jesús Carro, Senior Analyst

Povilas Bakas, Senior Analyst

Sam Carless, Senior Analyst

Valerio Serse, Associate Professor

FTI Consulting

Mark Bezant, Senior Managing Director

Timothy Warren, Managing Director

Joel Franks, Senior Director

Aaron Roberts, Senior Consultant

Anushana Shukla, Consultant

James McKelvie, Consultant

Jun Yin Shik, Consultant

Ye Zhang, Consultant

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Berto Winters, Partner

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Zeynep Ortac, Senior Associate

Arne Munch, Senior Associate

Georgiana Mirza, Associate Evija Butane, Associate

Wouter-Jan Leys, Associate

Vivian van Weperen, Associate

Femke Kolff-Otten, Contract Lawyer a.i

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Tiana Danielle Xavier, Associate

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Tim van den Meijdenberg, Associate

Aylin Gayibli, Associate

Agnieszka Bartlomiejczyk, Associate

Justyna Niemczyk, Associate

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Iuliia Samsonova, Associate

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Judy Jordaan, Contract Lawyer a.i. (ad interim)

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Nicholas Frey, Partner

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Ingrid Rois, Associate

Angus Reston, Associate

Haris Ismail, Associate

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Megan McDonagh, Paralegal

Alexandra Holroyd, Associate

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Xander Friedlaender, Associate

Natalie Keir, Associate

Nouné Padarian, Paralegal

Rose Goss, Associate

Tegan Harrington, Associate

Amali Pitigala, Paralegal

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Niamh Lofthouse, Senior Legal Solutions Specialist

Kai Ho Lam, Legal Solutions Specialist

Azharul Islam, Legal Solutions Specialist

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Abigail Legge, Associate

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Lydia Ream, Associate

Florence Powell, Associate

Emma Probyn, Senior Associate

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Serena Chang, Trainee Solicitor

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Monique Sengelov, Associate

Brick Court

Mark Hoskins QC

Sarah Ford QC

Sarah Abram

Daniel Piccinin

Hugo Leith

Jon Lawrence

Jennifer MacLeod

Jacob Rabinowitz

Frontier Economics

Zoltan Biro, Director
Chris Newton, Associate Director
Fraser Davison, Manager
Robert Bowdery, Consultant
Peter Northall, Consultant
Adam Laphorn, Consultant
Callum Cheshire, Consultant
Luis Campos, Associate Director
Jon Adlard, Manager
Xavier Mas, Manager
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Hayley Toms, Consultant
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Maximiliane Reger, Consultant
Jakob Hinger, Analyst
Will Carpenter, Analyst
Philippe Majerus, Analyst
Franziska Krug, Analyst
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Sarah Pennington, Consultant
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Scarlett Reeves, Analyst
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Raphael Flore, Analyst
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Julia Woodward-Carlton, Partner
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Andrew Chandler, Consultant

Daimler Parties

Quinn Emanuel Urquhart & Sullivan LLP

Boris Bronfentrinker, Partner
Nicola Chesaites, Partner
Elaine Whiteford, Partner
Maria Campbell, Senior Associate
Cordelia Rayner, Senior Associate
James McSweeney, Associate
Laura Whyatt, Associate
Nabil Khabirpour, Associate
Rachel Tompkins, Associate
Anna Kullmann, Associate
Hannah Dixie, Associate
Kerry Hanley, Paralegal
Hamish Saunders, Associate
Lisa Bossert, Contract Attorney
Michael Trauffer, Contract Attorney
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Dr Thomas Hildebrand, Principal

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Harm van Leeuwen, Economist

Benedikt Flügel, Economist

Thomas Nau, Economist

Jan Christopher Rönn, Economist

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Luca Rancati, Junior Economist

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Camelia O'Brien, Consultant

Luiz Secco, Consultant

Mat Hughes, Managing Director

Martin Lewis, Non-Executive Director

Jonathan Matthews, Employee

Peter Wright, Senior Vice President

Scott Beattie, Director

Anne-Marie Hitchen, Senior Consultant

Marc Morgan, Vice President

Wen Fen Chong, Vice President

Elena Edwards, Consultant

Tom Millar, Consultant

Sven Hoeling, Employee

Samantha Bainbridge, Employee

Charlotte Halls, Employee

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

PART B

<u>Claimants</u>
<u>Balfour Beatty Group Limited</u> Sophia Erfan, Associate General Counsel Rebekah Blacklock, Legal Counsel
<u>Iveco Parties</u>
<u>CNH Industrial N.V.</u> Roberto Russo, General Counsel and Company Secretary Simona Finati, Head of Legal Italy Simon McCarthy, Solicitor, Legal North Europe Craig Marshall, Solicitor, Legal North Europe
<u>Fiat Chrysler Automobiles N.V.</u> Giorgio Fossati, General Counsel Marcella Ortolan, Practice Leader Antitrust and Competition Law
<u>MAN Parties</u>
Dr. Martin Gstaltmeyr, General Counsel Dr. Anja Doering, Senior Legal Counsel Sebastian Hausner, Legal Counsel Elif-Selcen Ciftci, Legal Counsel Ingrid Islinger, Legal Counsel
<u>DAF Parties</u>
<u>PACCAR Inc</u> Harrie Schippers, Chief Financial Officer and Executive Vice President Michael Walton, General Counsel
<u>DAF Trucks NV</u>

Duco Zoomer, General Counsel 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
<u>DAF Trucks Limited</u> Robin Easton, Managing Director
<u>Volvo/Renault Parties</u>
Arnaud Agelou, Legal & Compliance Director, Renault Trucks SAS Simon Villanueva, Legal Director, Volvo Group UK Limited Sonica Dahri, Senior Legal Counsel, Volvo Group UK Limited Johan Carlsson, Project Manager EU Litigations, Volvo Truck Corporation Magnus Heidenvall, Vice President Legal, Volvo Truck Corporation Ross Goodrich, Corporate Litigation Counsel
<u>Daimler Parties</u>
Thomas Laubert, Vice President and Group General Counsel Florian Adt, Associate General Counsel Steffen Scherer, Senior Legal Counsel Ute Pazer, Senior Legal Counsel Miklos Mudrony, Legal Counsel Bernhard Hauenschild, Legal Counsel Dietrich Müller, Senior Manager Sales & Marketing Wolfgang Krafft, Senior Manager Sales & Marketing Kirsten Grundmann, Manager Sales & Marketing Rainer Meyle, Manager Sales & Marketing Christian Koch, Associate General Counsel Volker Abele, Legal Counsel

Yvonne Herr, Legal Counsel

Myriam Spengler, Senior Legal Counsel

Britta Abeshaus, Legal Counsel

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, Scania and the Non-Defendant Addressees 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 10.1 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, Scania and the Non-Defendant Addressees 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 10.1 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: