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French Competition Law Newsletter

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The French Competition Authority rejects TDF's request to lift commitments prior to their end date

On December 6, 2022, the French Competition Authority ("**FCA**") issued a decision rejecting TDF's request to lift the commitments it had entered into in 2015 regarding abuse of dominance practices on the market for hosting mobile network antennas on pylon sites (the "**Decision**").[1] The FCA rejected this request due to lack of evidence that the competition concerns identified in 2015 have disappeared.

Background

"Tower companies," such as TDF, lease pylon sites to mobile operators so that the mobile operators can install their network antennas on these and ensure maximum network coverage.

In 2015, the FCA considered that TDF was likely dominant in the market for hosting mobile network antennas on pylon sites. Consequently, the combination of long-term contracts and the inclusion of very restricted early termination

[1] FCA Decision No. 22-D-24 of December 6, 2022 regarding TDF's request for a review of the commitments made binding by Decision No. 15-D-09 of June 4, 2015.

clauses (only for a dozen sites per year) in TDF's contracts was at risk of leading to anticompetitive market foreclosure of TDF competitors.

In light of the competition concerns identified by the FCA on the basis of Article 102 TFEU and L. 420-2 of the French Commercial code, TDF committed to (i) limit the duration of its future hosting contracts to 10 years (as opposed to 20 years previously); (ii) limit compensation owed by mobile operators for early termination of the contracts; and (iii) increase the possibility of early termination for mobile network operator customers.[2] The FCA made these commitments binding for 11 years, *i.e.* until June 3, 2026.

The FCA Decision rejecting TDF's request to lift its 2015 commitments

Article L. 464-2 of the French Commercial Code states that the FCA may modify or supplement commitments (i) where the factual background basing the decision has significantly changed, (ii) thereby eliminating the competition concerns addressed by the commitments decision.[3]

In March 2021, TDF asked the FCA to lift its commitments on the basis of this article, in particular because the market for hosting mobile network antennas has significantly evolved, and many competitors have entered the market since 2015. Although the FCA considered that these developments constituted a sufficiently significant change on the market to justify considering TDF's request for a review of its commitments, the FCA nonetheless rejected TDF's request on the merits.

The FCA notes that, while demonstrating a significant change on the market is necessary to obtain the lifting or revision of commitments, commitments can only be lifted when there is sufficiently accurate and detailed evidence that all the competition concerns addressed by the commitments have effectively disappeared. In this case, TDF failed to provide sufficient evidence that the competition concerns identified in the 2015 commitments decision had disappeared, and the FCA ultimately found that TDF's market share (*i.e.* a market share of 40-50% which has remained stable over the last three years and is significantly higher than that of its closest competitor) remained indicative of a dominant position. The FCA thus concluded that there were no grounds for lifting the commitments prior to their end date.

The FCA fines Audiens Santé-Prévoyance for abuse of dominant position on the market for payroll management services in the entertainment sector in France

On November 15, 2022, the French Competition Authority ("**FCA**") imposed a fine of 800,000 euros on *Audiens Santé-Prévoyance* ("**Audiens SP**") for abuse of dominance through its subsidiary, Movinmotion, on the market for payroll management services for entertainment workers (the "**Decision**").[4]

Activities and market position of the Parties

Audiens SP is a social security institution active in the entertainment sector. Audiens SP manages (i) a collective health fund to which French employers of intermittent workers in the

[2] FCA Decision No. 15-D-09 of June 4, 2015, para. 91.

[3] *See* for instance FCA Decision No. 22-D-14 of July 4, 2022 regarding the request to review the commitments of Société Réunionnaise du Radiotéléphone, made binding by Decision No. 14-D-05 of June 13, 2014.

[4] FCA Decision No. 22-D-20 of November 15, 2022 regarding practices implemented in the sector of payroll management solutions for intermittent workers in the entertainment industry.

entertainment sector are required to contribute and (ii) a collective pension plan financed by employers' contributions s. Almost all employers participating in Audiens SP's health fund also participate in Audiens SP's pension plan, and Audiens SP holds a quasi-monopolistic position on the markets for collective supplementary social protection for entertainment workers.[5]

In 2016, Audiens SP acquired 25% of Movinmotion, a company active on the French market for payroll management services for entertainment workers. In 2018, Audiens SP acquired the remainder of Movinmotion's capital.

The FCA's initial findings

After initiating proceedings *ex officio*, the FCA found that Audiens SP had leveraged its dominant position on the French markets for collective supplementary social protection for entertainment workers to push Movinmotion's activities on the French market for payroll management services for entertainment workers. In particular, from January 2016 (although Audiens SP only owned 25 % of Movinmotion at the time) until August 2020, Audiens SP allowed Movinmotion to use its resources, such as its brand name and image, thereby creating confusion between Audiens SP's historical activities and Movinmotion's activity. Moreover, from 2016 until January 2022, Movinmotion was granted access to Audiens SP's exhaustive database of employers and workers (*i.e.*, potential clients for Movinmotion), including access to strategic information such as their names, telephone numbers and e-mail addresses.

The FCA found that these advantages had not been granted at arm's length, but rather at unduly favourable financial conditions.[6]

The FCA held that the combination of the above could ultimately lead to market foreclosure as Movinmotion's competitive advantage could not be matched by any competitor. The number of Movinmotion clients significantly increased between 2016 and 2019 as a result of these advantages.[7]

Settlement and fine

The FCA sent Audiens SP and Movinmotion a statement of objections setting out its initial findings on January 5, 2022.

Audiens SP did not challenge the FCA's findings, and the FCA agreed to settle with the Parties after a hearing held on June 14, 2022. Pursuant to the settlement procedure set out in Article L. 464-2 III of the French Commercial code, the FCA and the Parties agreed on the amount of the fine to be imposed on Audiens SP for the alleged practices, which was set at 800,000 euros.

Take-away

In line with European and French precedents,[8] the Decision confirms that a parent company with a strong dominant position in one market can be held liable for an abuse of dominance on a related market where it is only indirectly active through a non-dominant subsidiary. Furthermore, it should be noted that at the commencement date of the practices withheld by the FCA, Audiens SP only held a share of 25% of Moveinmotion's capital.

[5] Decision, §82.

[6] Decision, §118.

[7] Decision, §125-134.

[8] *See* e.g. Court of Justice of the European Union, Case C-52/09, February 17, 2011, *Konkurrensverket/TeliaSonera Sverige AB* and French *Cour de cassation*, Commercial Chamber, decision of April 5, 2018, No.16-19186.

The French *Cour de cassation* clarifies the conditions under which changes made during a notice period may be considered an abrupt breach of an established commercial relationship

On December 7, 2022, the French Supreme Court ("***Cour de cassation***") upheld the Paris Court of Appeal's judgment dismissing Concurrence's damage claim brought against Samsung Electronics France ("**Samsung**").[9] Concurrence claimed that Samsung had abruptly terminated their long-standing commercial relationship.

Background

Concurrence is an independent distributor of electronic products, both online and offline. In 2000, Samsung and Concurrence signed a distribution contract regarding the distribution by Concurrence of Samsung consumer electronics goods in France.

The distribution contract was renegotiable on an annual basis. However, the business relationship between the two companies significantly deteriorated over the years and, by letter on March 20, 2012, Samsung notified Concurrence of the termination of their commercial relationship effective as of June 30, 2013, following a notice period of more than 15 months.

In turn, Concurrence claimed damages before the Paris Commercial Court as it considered that Samsung's letter constituted an abrupt breach of their long-standing commercial relationship then prohibited by Article L. 442-6 I 5° of the French Commercial code. Concurrence alleged that Samsung had unlawfully modified the conditions of their contract during the notice period. For instance, Samsung had asked all its distributors (including Concurrence) to place orders through wholesalers instead of buying directly from Samsung – all other terms of purchase remaining otherwise unchanged.

The Paris Court of Appeals' judgment

On May 19, 2017, the Paris Commercial Court dismissed Concurrence's damage claim against Samsung.[10] Concurrence appealed the first instance court's ruling.

On June 5, 2019, the Paris Court of Appeal found that, because Samsung and Concurrence's distribution contract was renegotiable annually, the initial commercial conditions could be changed, including during the notice period, unless (i) for conditions reflecting the parties' customary conduct prior to the termination of the contract; (ii) if the supplier had agreed to guarantee these conditions for a given term; or (iii) if the supplier substantially changed the terms of the contract during the notice period.[11] Concurrence failed to prove any of these exceptions, and the Court thus found that Samsung's termination notice did not constitute an abrupt breach of contract with respect to Concurrence and dismissed the latter's damage claim. Concurrence appealed the 2019 judgment before the French *Cour de cassation*.

The French *Cour de cassation*'s ruling

On December 7, 2022, the French *Cour de cassation* upheld the Paris Court of Appeal's judgment. It found that a change in the distribution conditions (from direct supply to indirect supply via wholesalers)

[9] Commercial Chamber of the French *Cour de cassation*, December 7, 2022, No. 19-22.538. Due to its significant practical implications, the ruling is to be published in the French *Cour de cassation*'s Official Journal.

[10] Paris Commercial Court, May 19, 2017, No. 2013005204.

[11] Paris Court of Appeal, June 5, 2019, No. 17/11700.

does not constitute a substantial change in a contract that would normally have been prohibited during the notice period, in particular as pricing conditions remained unchanged,. Concurrence thus failed to prove that Samsung's behavior constituted an abrupt breach of a long-standing commercial relationship.

Implications

The French *Cour de cassation* previously found that a long-standing commercial relationship cannot be changed until the end of the notice period, save for "exceptional circumstances".[12] In its December 7, 2022 ruling, the French *Cour de cassation* clarifies that when parties have agreed to renegotiate their contract on an annual basis this constitutes "exceptional circumstances" allowing a party to modify some of the terms of a long-standing commercial relationship even during the notice period.

The French Competition Authority fines Essilor International for abusive restrictions on online sales

On October 6, 2022, the French Competition Authority (the "**FCA**") imposed a €81 million fine on Essilor International SAS ("**Essilor**") for having engaged in discriminatory trading practices aimed at hindering the development of e-commerce for optical lenses in France between April 2009 and December 2020.[13] Essilor's parent company, EssilorLuxottica, was fined €15.4 million jointly and severally with its subsidiary and announced its intention to appeal the decision.[14]

The abusive conduct

The FCA found that Essilor abused its dominant position on the French market for the wholesale distribution of corrective lenses by discriminating against online retailers. The discrimination was found to have materialized via two types of practices.

First, Essilor was found to have imposed restrictions on online retailers regarding their ability to communicate on the origin of Essilor-branded lenses as well as the use of Essilor's brands and logos.

Second, Essilor was found to have limited the warranty on lenses purchased from online retailers. In practice, the warranty offered by Essilor on the sale of its lenses was conditioned on the retailer's compliance with a certain protocol that applied to how visual needs should be determined, and which was designed exclusively for in-store sales. Non-compliance with the protocol resulted in the retailer bearing sole responsibility for the replacement of the lenses, which was found to constitute a discrimination against online retailers.

The lack of objective justifications

Essilor tried to challenge the qualification of abuse but failed to convince the FCA that the restrictions were justified.

First, Essilor argued that the practices were not discriminatory, since brick-and-mortar and online retailers did not provide equivalent services. In particular, Essilor argued that the evaluation of one's visual needs by online retailers could not be relied upon. However, the FCA found that online retailers benefit from a high customer

[12] *See* for instance Commercial Chamber of the French *Cour de cassation*, February 10, 2015, No. 13-26.414 (also published in the French *Cour de cassation*'s Official Journal).

[13] FCA Decision No. 22-D-16 of November 6, 2022, regarding practices implemented in the optical lenses sector.

[14] EssilorLuxottica Press Release, "EssilorLuxottica challenges the decision of the French Competition Authority", November 8, 2022.

satisfaction rate, and Essilor itself also started supplying corrective lenses online as early as 2009 abroad, and since 2019 in France. The FCA therefore concluded that the services provided by both categories of retailers were equivalent, and therefore should have been treated in the same way by Essilor.

Second, Essilor argued that external factors explained the relatively modest success of online sales for corrective lenses, pointing in particular to the lack of clarity of the French legal framework applicable to online sale of lenses, as well as to the reimbursement policy of the French social security system, which meant that French consumers were not incentivized by lower prices charged online and valued direct contact with their optician. The FCA responded that the fact that external factors could have influenced the development of online sales did not rule out the anticompetitive effect of Essilor's behavior. Furthermore, the FCA highlighted that Essilor's brand was highly valued by consumers such that emerging online retailers needed access to its products in order to successfully operate in the market.

Third, Essilor claimed that the practices were necessary to prevent any free riding from online retailers, which supposedly encouraged their customers to go to brick-and-mortar retailers to have their visual needs evaluated but buy the products online. However, according to the FCA, this claim was not backed by any evidence.

Finally, Essilor argued that the restrictions were necessary to protect its brand image, considering that there was a "high risk" that issues caused by inappropriate evaluation of one's visual needs could be attributed to its products. However, the FCA referred to Essilor's internal documents, which showed that the underlying rationale for such commercial strategy stemmed in fact from a desire to safeguard margins and avoid pressure from brick-and-mortar retailers. It also stated that these alleged justifications were in contradiction with Essilor's own online sales channel.

Fine calculation

The FCA set Essilor's fine to €81,067,400, considering that the gravity of the practices was "certain," in particular as they targeted a sales channel that was still under development and consequently limited price competition. Nevertheless, the FCA concluded that the harm done to the economy was "moderated" due to the limited share of online sales in France.

The FCA also noted that EssilorLuxottica achieved a consolidated worldwide turnover of 19.8 billion euro in 2021, and stressed its "size, economic power and important global resources." As such, and since the value of sales used to calculate the fine only represented 1.5% of the group's most recent worldwide turnover, the basic amount of the fine was increased by 10%.

The *Cour de cassation* dismisses Carrefour's appeal in relation to its follow-on damage claim against Johnson & Johnson

On October 19, 2022, the *Cour de cassation* dismissed[15] an appeal brought by Carrefour against two decisions of the Paris Court of Appeals, which rejected its follow-on damage claim against Johnson & Johnson Santé Beauté France ("**Johnson & Johnson**") in relation to its participation to the home and personal care cartel.[16]

[15] *Cour de cassation* (Financial and Economic Commercial Division) judgment of October 19, 2022 (no. 21-19.197).

[16] *See* FCA decision No. 14-D-19 of December 18, 2014, relating to practices implemented in the cleaning products, insecticides and hygiene and personal care sectors. This decision was confirmed by a Paris Court of Appeals ruling of October 27, 2016 (no. 2015/01673), which reduced the fines for Procter & Gamble and Henkel, which was however subsequently partially overruled in the *Cour de cassation* ruling of March 27, 2019 (no. 16-26.472).

In essence, the *Cour de cassation* held that, notwithstanding the fact that the EU Damages Directive[17] (the "**Directive**") should have been transposed into French law at the time Carrefour lodged its claim in January 2017, the Directive was not applicable at the time of the infringement nor at the time the claim was introduced, because the Directive had not yet been transposed into French law. As a result, the presumption that the overcharge resulting from the competition infringement had not been passed on did not apply, and Carrefour was still required to prove that it had not passed-on the overcharge[18] resulting from the anticompetitive practices – which it failed to do.

Background

The Directive

The Directive largely alleviates the burden of proof lying on a claimant seeking compensation for loss suffered as a result of anticompetitive conduct, providing for a presumption that the victim of anticompetitive conduct has not passed on to its customers the overcharge caused by the infringement. The Directive therefore shifts the burden of proof to the defendant to prove that the overcharge was in fact passed on to consumers, whereas prior to the implementation of the Directive, the burden of proof fell on the claimant to prove that it had not passed on the overcharge to customers.

Although the deadline to transpose the Directive into national law was December 17, 2016, France only transposed the Directive into national law on March 11, 2017.[19]

The Case

On December 18, 2014, the French Competition Authority ("**FCA**") imposed a €951 million fine on eight hygiene products manufacturers, including Johnson & Johnson, for participating in two cartels in the home and personal care sectors between 2003 and 2006 (the "**infringement**").[20]

On January 23, 2017, Carrefour sought compensation from Johnson & Johnson before the Paris Commercial Court, as a result of which Carrefour was awarded €8 million.[21] The Paris Court of Appeals subsequently annulled the ruling on April 14, 2021 on the basis that the existence of a loss suffered by Carrefour had not been sufficiently established.

Carrefour then appealed before the *Cour de cassation*, arguing that the Directive was applicable to the case at hand because it should have been transposed into national law by December 17, 2016 at the latest, whereas the claim was lodged in January 2017. Accordingly, Carrefour argued that there was a presumption of the absence of any pass-on of the overcharge. Furthermore, Carrefour claimed that because the Paris Court of Appeals had acknowledged the existence of a prejudice suffered by Carrefour, it should have granted some kind of financial relief (even with insufficient evidence) and, at the very least, should have explored the reasons why the passing-on of the overcharge was not possible in practice, in particular due to the specificities of the Loi Galland[22] in France which prohibits below-cost reselling.

[17] Directive 2014/04/UE of the European Parliament and of the Council of November 26, 2014 on certain rules governing actions for damages under national law for infringements of the competition law provisions of the Member States and of the European Union.

[18] "Passing-on" is an economic concept whereby an injured party passes on its actual loss resulting from an antitrust infringement to the next level of the supply chain ("overcharge"), by increasing the price of its products or services sold to its own customers.

[19] Order no. 2017-303 of March 9, 2017 on actions for damages due to anticompetitive practices and decree no. 2017-305 of March 9, 2017 on actions for damages due to anticompetitive practices.

[20] FCA Decision No. 14-D-19 of December 18, 2014 relating to practices implemented in the cleaning products and insecticides sector and in the hygiene and personal care products sector. The appeal brought by Johnson &Johnson Santé Beauté France was dismissed by the Paris Court of Appeals on October 27, 2016 (Paris Court of Appeals ruling of October 27, 2016, no. 2015/01673).

[21] Paris Commercial Court ruling of September 23, 2019 (no. RG 2017013944).

[22] The Loi Galland n° 96-588 of July 1, 1996 bans below-cost resale. French retailers are therefore prohibited from reselling goods below their unit purchase price (understood as the price stated on the invoice, plus any discount established at the date of sale). As the law also prohibits the application of dissimilar sales conditions to retailers, Carrefour argued that it necessarily implied that there was no overcharge passed on to consumers and that negotiations had shifted towards back margins (*i.e.*, rebates and remuneration for commercial cooperation services).

The Directive was not applicable

First, the *Cour de cassation* reminded that EU directives are not directly applicable and may not be invoked in private litigation before they are transposed into national law.

Then, the Court explained that, in the scenario where an EU directive has not yet been transposed into national law despite the deadline to do so having expired, national law should be interpreted in such a way as to make it compatible with the directive that should have been transposed. However, it highlighted that it was not possible to do so when national law and EU law were in contradiction with each other.

In the case at hand, given that the Directive was transposed into French law after the deadline, on March 11, 2017,[23] *i.e.*, both after the facts at issue and after Carrefour lodged its claim, the *Cour de cassation* held that the presumption provided for in the Directive did not apply.

As a result, the *Cour de cassation* held that Carrefour had to demonstrate that it did not pass on the additional costs induced by Johnson & Johnson's infringement.

No proof of lack of passing-on

The *Cour de cassation* also found that Carrefour did not show that the overcharge had not been passed on. In particular, the *Cour de Cassation* highlighted the lack of evidence and supporting documents – including accounting data – produced by Carrefour and disagreed that the Paris Court of Appeals had established Carrefour had suffered any loss. It also rejected Carrefour's claim that French law requiring companies to keep invoices only for a period of 10 years was sufficient to explain the lack of evidence.

The Paris Court of Appeals reached a similar conclusion in relation to Carrefour's damage claim against Vania in January 2022 in relation to the same competition infringements.[24]

For the first time, the French Competition Authority rejects a complaint on grounds of enforcement priority

On October 20, 2022, for the first time, the French Competition Authority used its newly-acquired ability to reject a claim on the basis of enforcement priority and rejected Culture Presse's claim in relation to an alleged abuse of a dominant position by La Poste in respect of postal stamps distribution.[25] Since the transposition into French law of the ECN+ Directive[26] and pursuant to the second paragraph of Article L. 462-8 of the French Commercial Code, the Competition Authority no longer has an obligation to investigate, and may now, by way of a reasoned decision, reject a complaint where it is not considered an enforcement priority.

Background

According to Culture Presse, a professional organization representing press merchants, La Poste abused its dominant position in the upstream market for the issuance of postage stamps by granting certain tobacco retailers better terms than those granted to press merchants, without justification, in violation of Article L. 420-2 of the French Commercial Code.

[23] Order no. 2017-303 of March 9, 2017, on actions for damages due to anticompetitive practices and decree no. 2017-305 of March 9, 2017 on actions for damages due to anticompetitive practices.

[24] Paris Court of Appeals ruling of January 5, 2022 (no. 19/22293). *See* also our January 2022 French Competition Law Newsletter.

[25] *See Culture Presse / La Poste* (Case 22-D-19) French Competition Authority decision of October 20, 2022 ("*Culture Presse / La Poste* Decision").

[26] Directive (EU) 2019/1 of the European Parliament and the Council of December 11, 2018 ("ECN+ Directive") was transposed into French Law by Order 2021-649 of May 26, 2021. Article 4, paragraph 5 of the ECN+ Directive empowers national administrative competition authorities "[t]o the extent they are obliged to consider formal complaints" [...] to "have the power to reject such complaints on the grounds that they do not consider such complaints to be an enforcement priority".

Culture Presse / La Poste Decision

The French Competition Authority held that Culture Presse's complaint was not an enforcement priority because the alleged practice had no negative impact on final consumers, on the quality of the products, or on innovation, and its impact on the revenue generated by press merchants was negligible. The French Competition Authority also noted that this type of practice had already been subject to decisional practice and case law at both national and European levels and thus raised no novel issue. In addition, the plaintiff could still bring an action to enforce its rights before national courts. Consequently, the French Competition Authority found that this case would require the mobilization of resources that could be more usefully allocated.

The Guidelines

Concurrently with the *Culture Presse / La Poste* Decision, the French Competition Authority issued guidelines[27] in which it specifies the factors that it may consider to reject a complaint on enforcement priority grounds, thus providing stakeholders with a better understanding of the approach taken in assessing enforcement priorities. The enforcement priority of each case will be assessed by weighing the interest of the case, on the one hand, against the resources and time required to process the case, on the other hand.

The factors that enable the French Competition Authority to assess the merits of a case include, and are not limited to: (i) the potential seriousness of the alleged practice; (ii) the scope of the case in terms of the volume of business affected and the stakes involved; (iii) the need to clarify a legal or economic issue for stakeholders; and finally (iv) the strategic nature of the Authority's intervention in a given case.[28]

[27] See French Competition Authority Press Release "*Guidelines on the implementation of dismissal on enforcement priority grounds*" (free translation from French), October 20, 2022 (the "Guidelines").

[28] The strategic nature of the Authority's intervention in a given case can be assessed with respect to: (a) whether the Authority is best placed to intervene; (b) whether the claim is sufficiently serious and whether evidence can be gathered in the most efficient way; (c) whether the Authority can assess the effects of the practice; (d) the date of the alleged infringement and whether it has ceased; and (e) whether there is an ongoing procedure on the same or similar facts, or whether there has already been a decision in this respect.

CONTACTS

Séverine Schrameck
+33 1 40 74 68 00
sschrameck@cgsh.com

François-Charles Laprévote
+32 2 287 2184
fclaprevote@cgsh.com

Frédéric de Bure
+33 1 40 74 68 00
fdebure@cgsh.com

Antoine Winckler
+32 2 287 2018
awinckler@cgsh.com

Martha Smyth
T: +33 1 40 74 68 00
msmyth@cgsh.com

François Six
T: +33 1 40 74 68 00
fsix@cgsh.com

Taieb Otmani
T: +33 1 40 74 68 00
totmani@cgsh.com

Myrane Malanda
T: +32 2 287 2115
mmalanda@cgsh.com

Chloé Delay
T: +33 1 40 74 69 58
cdelay@cgsh.com

Pauline Heingle
T: +32 2 287 2077
pheingle@cgsh.com

Jean Pettiaux
T: +32 2 287 2180
jpettiaux@cgsh.com

Cassandre Lécuyer
T: +33 1 40 74 68 27
clecuyer@cgsh.com

Stéphanie Patureau
T: +33 1 40 74 68 00
spatureau@cgsh.com

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