Notiser

Rapport från NAF:s allmänna möte på Island

Nordiska Administrativa Förbundet (NAF) är en ideell förening som bildades 1918. Förbundets uppgift är att vara ett gemensamt nordiskt nätverk för stats- och förvaltningsrättsliga samt statsvetenskapliga frågor i Danmark, Island, Finland, Norge och Sverige. Förbundet leds av styrelser, en för varje land. Den svenska avdelningen har ca 250 medlemmar, jurister och statsvetare.

Vart tredje år håller förbundet ett gemensamt samnordiskt s.k. allmänt möte. På det allmänna mötet träffas medlemmarna från de nordiska ländernas avdelningar för att lyssna på föreläsningar, diskutera aktuella frågor och utbyta erfarenheter. Årets allmänna möte hölls i Reykjavik på Island den 6–7 september och arrangerades av förbundets isländska avdelning. Årets allmänna möte sammanföll också med förbundets 100-års jubileum och temat var ”100 år av nordisk förvaltning – nya utmaningar”.

Årets möte lockade ca 120 deltagare från de nordiska länderna. På kvällen den 5 september hölls en mottagning i kulturhuset Safnahusid. Den isländska avdelningen hälsade alla välkomna till årets allmänna möte.

Torsdagen den 6 september inleddes med debatt på temat ”Digitaliseringens effekter på förvaltningen”. Debattledare var den rättsliga rådgivaren vid det isländska transportdepartementet Elín Ósk Helgadóttir och deltagare i debatten var direktören Ellen Strålberg, justitiekanslern Tuomas Pöysti och Folketingets ombudsman Jørgen Steen Sørensen. Av redovisningarna framgick klart att digitaliseringen innebär både utmaningar och möjligheter för offentlig förvaltning och att t.ex. den danska lösningen med att i princip avskaffa pappersutskick från myndigheter var en ganska ovanlig lösning än så länge. Sedan vidtog diskussioner i sektioner. Temat i sektion 1 var ”Förvaltning och mänskliga rättigheter”. Debattledare var lektorn vid Islands universitet Anna Tryggvadóttir och deltagare i sektionen var professorn i offentlig rätt vid Uppsala universitet Anna-Sara Lind, direktören vid Norges Nationella institution för mänskliga rättigheter Petter Wille och justitierådet i Högsta förvaltningsdomstolen i Finland Eija Siitari. Särskilt intressant var Petter Willes redogörelse för arbetet inom den relativt nystartade, fr.o.m. 1 juli 2015, norska institutionen för mänskliga rättigheter. Temat för sektion 2 var ”Nationell och lokal förvaltning”. Debattledare skulle den danska avdelningens ordförande Claes Nilas ha varit, men p.g.a. flygförseningar fick en isländsk kollega inleda och Claes ledde seminariets avslutning. Deltagare i sektionen var docenten i förvaltnings- och kommunalrätt vid Islands universitet Trausti Fannar Valsson, direktören för juridiska enheten i Finlands kommunförbund Arto Sulonen, revisorn vid Reykjavik stad Anna Margrét Johannesdottir samt kontorschefen i danska Kommunernes Landsforening kontorschefen Solvejg Schultz-Jakobsen. Från sektionen kunde bl.a. slutsatsen dras att regionala förändringar i förvaltningsstrukturen är svåra att genomföra i alla nordiska länder samtidigt som de verkar behövas av samma skäl (t.ex. sjukvårdskostnader).

På kvällen hölls en bankett på restaurang Kolabrautin i den magnifika byggnaden Harpan vid hamnen. Maten var mycket god, en mycket under-

hållande ståuppkomiker lockade till skratt på temat språkförbistringar i Norden och den danske ordföranden Claes Nilas talade utförligt om NAF:s 100 åriga verksamhet.

Fredagen den 7 september inleddes med ett pass med sektionsdiskussioner. Sektion 3 hade temat ”Förvaltningsbeslut i domstol” och leddes av justitierådet Thomas Bull. Övriga deltagare var f.d. ordföranden i Högsta förvaltningsdomstolen Sten Heckscher, docenten vid juridiska fakulteten vid Islands universitet Kristín Benediktsdóttir och domaren vid Reykjaviks tingsrätt Kjartan Bjarni Björgvinsson. En slutsats från seminariet var att de konstitutionella förutsättningarna för domstolsprövning av förvaltningsbeslut var olika i de nordiska länderna, varför också prövningen såg olika ut. Sektion 4 fokuserade på temat ”Ämbetsmännen i den moderna förvaltningen” och här var ordföranden vid den norska avdelningen Anne Heyerdahl debattledare. I övrigt deltog departementsrådet Eva Hildrum, kontorschefen för det isländska justitiedepartementet Berglind Bára Sigurjónsdóttir och departementschefen för det isländska statsdepartementet Ragnhildur Arnljótsdóttir. Konferensen avslutades med ett pass på temat ”Förvaltning och social tillit” där debattledare var advokaten Sigurður Kári Árnason. Deltog i diskussionen gjorde professor emeritus i statsvetenskap vid Uppsala universitet Sverker Gustavsson, Alltingets ombudsman Tryggvi Gunnarsson och riksrevisorn Tytti Yli-Viikari (Finland). Diskussionen under seminariet behandlade vilka utmaningar som populistiska former av demokrati innebär för författnings- och förvaltningspolitiken i de nordiska länderna och hur offentlig förvaltning på olika sätt kan hjälpa till att möta dessa utmaningar genom att leva upp till medborgarnas krav på korrekt, flexibel, rättssäker och transparent behandling.

Nästa allmänna möte kommer att hållas i Köpenhamn 2021.

Thomas Bull, Kristina Svahn Starrsjö och Henrik Hasslemark

Notes from Swedish Law Day in Moscow 23 October 2018

Introduction

An event addressing the substance of Swedish law was organized in Moscow by the Swedish Arbitration Association, Young Arbitrators in Sweden, the Arbitration Institute of the Stockholm Chamber of Commerce and the leading Swedish law firms Delphi, Hannes Snellman, Lindahl, Mannheimer Swartling, Norburg & Scherp, Roschier, Vinge and White & Case.

Sweden is recognized globally for its neutrality, transparency and consistent adherence to the rule of law. Swedish law provides a neutral, predictable and cost efficient base for dispute resolution in international trade and commerce. In particular, the choice of Swedish law has been, and continues to be, common in international contracts involving Russian parties. Over the years, a large number of Russia-related contracts have been governed by Swedish law, including major and pioneering commercial transactions.

Kaj Hobér explained that many Soviet and Russian international contracts since long ago point to Swedish law as the applicable law. In his experience Swedish law is appropriate as it is pragmatic and takes commercial realities into account. Although flexible, Swedish law is predictable. Sources of Swedish contract law are accessible also in English.

Roman Zykov has conducted an ambitious empirical study and found that Swedish law is the third most popular choice of applicable law in Russia in international contracts, after Russian and English law. There is also statistics indicating that the Arbitration Institute of the Stockholm Chamber of Commerce is the second most frequent arbitration institute in Russian international disputes.

Alexander Komarov pointed to international contracting parties' frequent need to refer to a third jurisdiction for the applicable law. In his opinion Swedish contract law is a suitable choice as it is a modern, reliable and user-friendly alternative. It reflects the most prominent ideas of modern commercial law and appropriately addresses practical commercial problems.

Kristoffer Löf explained that Sweden is a small country highly dependent on export and its law therefore needs to be in line with international commercial practices. Sweden has experience from legal questions arising in international contracts, since there has been a long history of parties choosing Swedish law as the applicable law.

Bo GH Nilsson has represented the Russian Federation in investment arbitrations. In his experience Swedish courts and arbitrators are not negative towards Russian parties. He has been successful in Swedish courts when challenging arbitral tribunals' jurisdiction. Kristoffer Löf echoed him and pointed to statistics regarding challenges of arbitral awards in Sweden. Challenges by Russian claimants were successful in more than 20 % of the challenges, which is extraordinary since only 10 % of the total challenges were successful. This clearly shows that there is no bias in Sweden against Russian parties.

Swedish law in general

Christer Söderlund presented an overview of Swedish law. The legal developments in Russia and Sweden are quite similar. Both Swedish and Russian law were historically mainly based on customary law and thereafter

influenced by German law when codifying contract law. Sweden lacks a comprehensive statute on contract law. The Contract Act is old (from 1915) and addresses only some fragmentary questions. Case law provides guidance by filling the gaps in statutory law, for instance when dealing with competing causal events, just to mention one of many examples relevant when determining the quantum of damages. Given that the Swedish Contract Act is old, Sweden has accumulated an enormous treasure of case law which clarifies and provides guidance to many conceivable matters in contract law.

Swedish contract law is based on the idea of liberalism and freedom of contract. Swedish contract law is in line with all the major legal systems. It is based on the principles of freedom of contract, *pacta sunt servanda*, loyalty and good faith. Compared to most other jurisdictions Swedish contract law is non-formalistic and openminded to arguments referring to commercially sensible solutions.

Swedish contract law is in harmony with the UNIDROIT Principles of International Commercial Contracts. Anders Reldén explained that the Swedish Supreme Court in its reasonings often refers to the UNIDROIT Principles.

In Christer Söderlund's experience, Swedish law is well understood conceptionally by Russian lawyers. Bo GH Nilsson made a remark that English law, in contrast, is harder to understand for a civil law lawyer. Many concepts in Anglo-American law, such as consideration and estoppel, are foreign to a civil law layer. Reversely, there are no known Russian concepts that are hard to understand for a Swedish lawyer.

James Hope addressed the issue of certainty. To his opinion the common law is certain due to the many cases. Civil law, however, is also certain, as it relies on general principles developed by professors. Swedish law has a good combination of case law and general principles.

Particular reflections in view of the awards in the Naftogaz-Gazprom dispute

Roman Zykov explained that the large dispute between Gazprom and Naftogaz was caused by the industrial slow-down in 2008 and the lower market prices on energy sources. The slow down prompted renegotiations of long-term contracts. Many parties were able to settle their renegotiations amicably but some contracts ended up in arbitration, such as the contract between Gazprom and Naftogaz.

Zykov said that everybody knows that long term gas contracts will be affected by changed circumstances and that the contracts contain sophisticated price review mechanisms to handle such changes. Arbitral tribunals are often vested with a far-reaching authority to determine the prices. Such authority to make price revisions is not a traditional legal question.

Zykov furthermore explained that the actual dispute started in 2014 and concerned on the one hand Naftogaz's obligations in relation to a take-or-pay clause and payment for used volumes in Q2 2014, and on the other hand Gazprom's obligation to accept a price reduction due to an adjustment in the price revision mechanism and to provide compensation for unused transit capacity.

The arbitral award is available, due to challenge proceedings in the Svea Court of Appeal (Stockholm), but to a large extent redacted (marked in black) for reasons of confidentiality. What we know is that all Gazprom claims were rejected and that the tribunal applied Sec. 36 in the

Swedish Contract Act. The arbitral tribunal's complete reasoning with respect to Sec 36 is, however, not displayed.

Bo GH Nilsson commented on the arbitral award and explained, as far as is possible to discern from the disclosed award, that it is not a landmark or representative case. To his mind the arbitral tribunal's reference to non-applicable competition law when applying Sec. 36 in the Swedish Contract Act may seem controversial, but the same end result could have been achieved in most other jurisdictions based on the application of other legal concepts.

Nilsson explained that the tribunal first concluded that no national or EU competition law was applicable. Then the tribunal continued to determine whether the take-or-pay provision was unconscionable according to Sec. 36 in the Swedish Contract Act. The tribunal took into account non-applicable competition law issues and concluded that the take-or-pay provision deviates from generally accepted principles of competition law and therefore is unconscionable and modified it. In Nilsson's opinion the tribunal's reasoning is rather unusual and the same conclusion could have been made also in jurisdictions without a statutory provision similar to Sec. 36 in the Swedish Contract Act.

Sec. 36 in the Swedish Contract Law Act regarding unconscionable contracts

Christer Söderlund stated that Sec. 36 in the Swedish Contract Act — which allows for unconscionable contracts to be modified or set aside — is a last resort argument, which is very rarely successful in practice. He does not have any personal experience from a contract being modified or set aside according to Sec. 36. He pointed to the fact that similar legal concepts are found in German, French and Russian law.

Bo GH Nilsson emphasized that Sweden adheres to the fundamental principle of *pacta sunt servanda* and will hold the parties to their contract. Swedish law did originally not have any statutory provision on hardship. The statutory provision was introduced in the 1970's through Sec. 36 in the Swedish Contract Act. It's application is exceptional and limited to situations where circumstances that were not foreseeable at the time of the conclusion of the contract have entailed dramatical changes.

James Hope explained that in most jurisdiction unfair terms or terms that are affected by a change of circumstance are completely invalid. He finds the Swedish solution, according to which the term can be *modified* instead of completely invalid, is better suited for long term contracts.

Hope described Sec. 36 in the Swedish Contract Act as a rule for exceptional cases mainly aimed at B2C-contracts. However, undue behavior during preliminary B2B-negotiations — such as threat, fraud and duress — is a ground for modification or setting aside the contract.

Sec. 36 is applicable as a tool to modify limitations of liability if the breach is intentional (willful) or grossly negligent. The Swedish Supreme Court in the case NJA 2017 s. 113 upheld a limitation of liability clause in a B2C-contract involving a negligent breach, thereby indicating that the possibility to modify a limitation of liability is extremely limited. Anders Reldén stated that the Supreme Court through the case has demonstrated that the unfairness test in Sec. 36 is not only dependent on gross negligence but that other factors are relevant as well.

Interpretation of commercial contracts governed by Swedish law
Fredrik Ringqvist and Christina Ramberg presented an overview of the interpretation and construction of contracts under Swedish law.

The starting point for the interpretation and construction of contracts is the parties' common intention. The wording of the contract is crucial to establish the common intention. When the wording is unclear or incomplete, the contract is construed taking many factors into account, such as the parties' preliminary negotiations and behavior subsequent to the conclusion of the contract, party usage, general trade usage, bad faith, implied terms, and the nature and purpose of the contract.

Arguments regarding commercial sense (the nature and purpose of the contract) are often successful — provided that the argumentation is very pedagogic.

The Swedish methods regarding interpretation and construction of contracts are in line with the UNIDROIT Principles of International Commercial Contracts and (modern) English case law.

Remedies for breach of contract under Swedish law
Rikard Wikström-Hermansen and James Hope presented an overview of the remedies for breach of contracts under Swedish law.

The parties are free to contract as to which remedies shall apply and to what extent.

A party is generally allowed to withhold its performance when the counter party breaches the contract or such a breach is anticipated. The withholding must be proportionate to the breach (or proportionate to the anticipatory breach).

Specific performance, i.e. the obligation to perform what the contract stipulates, is a main remedy in Swedish law — as in all civil law jurisdictions. By contrast, damages is the main remedy in Anglo-American law. Cure and replacement are examples of specific performance. Specific performance is not available if it would be unreasonably burdensome. A claim for specific performance can be combined with a claim for damages.

Price reduction (*actio quanti minoris*) is a generally available remedy in most types of contracts. The Swedish Supreme Court has stated that the aim of price reduction is to restore the balance between the parties. A claim for price reduction can be combined with a claim for damages.

Damage is a generally available remedy. Damages cover full compensation, including compensation for loss of profit. The formula to determine the quantum of damages is that the party not in breach should be put in the same financial situation as if the contract had not been breached. Swedish law has a foreseeability test (adequate causality).

Swedish law accepts liquidated damages, as long as the liquidated damage at the time of conclusion of the contract is not obviously intended as a penalty (i.e. a compensation intended to provide compensation in excess of the injured party's conceivable future loss).

Parties are advised to expressly state in their contract to what extent an injured party can claim additional damage for loss exceeding the liquidated damages, by for instance stating that liquidated damages is a sole remedy.

Termination for breach of contract (termination for cause) is allowed, provided that the breach is fundamental (material). Notice of termination is risky, as an unjustified termination is a breach in itself. Termination for

breach of contract can be combined with a claim for damages. It is possible to agree on the exclusion of the right to terminate, which is quite common in M&A contracts.

Swedish default law has comparatively harsh rules on notice of breach of contract and notice of claims for remedies. The notice periods are short and the reasons for the notice should be clearly expressed.

The parties are free to limit their liability and obligations with respect to various remedies. Contractual limitations are upheld, accepted and enforceable (see above regarding Sec. 36 in the Swedish Contract Act on unconscionable contracts).

Swedish law on remedies for breach provides a flexible and commercially-oriented approach.

Christina Ramberg

Personalnotiser

Nytt justitieråd

Foto: Helena Ekvall

Regeringen har den 1 november 2018 utnämnt advokaten *Mats Anderson* att vara justitieråd i Högsta förvaltningsdomstolen.

Mats Anderson är sedan 1994 advokat och bedriver sedan 2016 egen verksamhet i clear blue water advokat AB. Han har tidigare varit verksam som advokat och delägare i Linklaters och Lagerlöf & Leman Advokatbyrå. Mats Anderson är domarutbildad och anställdes som kammarrättsassessor i Kammarrätten i Stockholm 1990.

Nytt justitieråd

Foto: Pernilla Tofte

Regeringen har den 20 december 2018 utnämnt justitieombudsmannen *Cecilia Renfors* att vara justitieråd i Högsta domstolen.

Cecilia Renfors arbetar sedan 2013 som justitieombudsman hos Riksdagens ombudsmän (JO). Dessförinnan arbetade hon i sex år som hovrättslagman i Svea hovrätt. Hon har även erfarenhet av arbete som direktör och myndighetschef vid Granskningsnämnden för radio och tv. Cecilia Renfors tillträder som justitieråd den 2 september 2019.

Nytt justitieråd

Foto: Carl Johan Erikson

Regeringen har den 20 december 2018 utnämnt chefsrådmannen *Stefan Reimer* att vara justitieråd i Högsta domstolen.

Stefan Reimer arbetar sedan 2008 som chefsrådman i Helsingborgs tingsrätt. Dessförinnan arbetade han som rådman i samma domstol i sex år. Han har även erfarenhet av arbete som utredare och expert i flera statliga utredningar, främst inom det straffrättsliga och straffprocessuella området. Stefan Reimer tillträder som justitieråd den 25 mars 2019.

Säkerhets- och integritetsskyddsnämnden
Regeringen har anställt
Ulrika Söderqvist att vara kanslichef vid Säkerhets- och integritetsskyddsnämnden (SIN) (2018-11-29).

Hovrätterna
Regeringen har anställt
tf. rådmannen *David Longum Caldevik* på en tidsbegränsad anställning som hovrättsråd i Hovrätten för Västra Sverige (2018-11-01).
Hovrätten för Övre Norrland har förordnat
hovrättsfiskalen *Ida Ståhle* till hovrättsassessor (2019-01-05),
hovrättsfiskalen *Kristin Andersson* till hovrättsassessor (2019-01-10),
hovrättsfiskalen *Joakim Lindqvist* till hovrättsassessor (2019-02-01).
Svea hovrätt har förordnat
hovrättsfiskalen *Johanna Spanne* till hovrättsassessor (2018-12-14),
hovrättsfiskalen *Golshanak Fatahian* till hovrättsassessor (2019-01-01).
Hovrätten över Skåne och Blekinge har förordnat
hovrättsfiskalen *Albin Larsson* till hovrättsassessor (2019-01-01).

Kammarrätterna
Regeringen har utnämnt
allmänna ombudet *Anders Bengtsson* att vara kammarrättsråd tillika vice ordförande på avdelning i Kammarrätten i Jönköping (2018-11-08),
tf. rådmannen *Roger Gavelin* och administrativa assessorn *Eva Elvingsson* att vara kammarrättsråd i Kammarrätten i Jönköping (2018-11-08).

Tingsrätterna
Regeringen har utnämnt
markförhandlaren *Therese Svedberg* att vara tekniskt råd i tingsrätterna (2018-11-01),
tf. rådmannen *Peter Scharmer* och kanslirådet *Josefin Park* att vara rådmän i Stockholms tingsrätt (2018-11-08),
enhetschefen *Stefan Jansson* att vara rådman i Nyköpings tingsrätt (2018-11-08),
chefsåklagaren *Annica Kullander* att vara rådman i Norrköpings tingsrätt (2018-11-08),
tf. rådmannen *Cecilia Bergman* att vara rådman i Eskilstuna tingsrätt (2018-11-08),
chefsrådmannen *Niclas Johannisson* att vara lagman i Vänersborgs tingsrätt (2018-12-12),
hovrättsrådet *Malin Wik* och tf. rådmannen *Katarina Winiarski Dol* att vara rådmän i Nacka tingsrätt (2018-12-12),
rättssakkunniga *Emilia Virtanen* att vara rådman i Falu tingsrätt (2018-12-12),
hovrättsrådet *Helen Svensson* att vara rådman i Jönköpings tingsrätt (2018-12-12),

justitiesekreteraren *Andreas Lööf* och tf. rådmannen *Kristin Simonsson* att vara rådmän i Växjö tingsrätt (2018-12-12),

verksamhetsutvecklaren *Björn Bodin* att vara tekniskt råd i tingsrätterna (2018-12-12).

Förvaltningsrätterna

Regeringen har utnämnt

rådgivaren *Anna Stålnacke,* kanslirådet *Sarah Cagnell,* tf. rådmannen *Johan Höök* och bolagsjuristen *Mats Mossfeldt* att vara rådmän i Förvaltningsrätten i Stockholm (2018-11-01),

verksjuristen *Yohann Gilberg* att vara rådman i Förvaltningsrätten i Härnösand (2018-12-12).

Sveriges Advokatsamfund

Till nya medlemmar har antagits

Nina Sna Ahmad, Advokatfirman Hammarskiöld & Co AB, Stockholm, *Teresa Camacho Artacho* (reg. EU-advokat), Mannheimer Swartling Advokatbyrå AB, *Olof Bexell,* Advokatfirman Defens AB, Stockholm, *Jacqueline Carsbo,* Advokatfirman Vangard AB, Stockholm, *Caroline Diederichsen,* Advokatbyrån Tuhkanen AB, Haparanda, *Jessica Ekmark,* AG Advokat KB, Stockholm, *Johan Engdahl,* Advokatfirman Delphi i Göteborg KB, Göteborg, *Hans Eriksson,* Advokatfirman Lindahl KB, Stockholm, *Cecilia Malmberg Flodén,* Hansen Advokatbyrå KB, Stockholm, *Marcus Gillström,* Advokatbyrån GRANIT AB, Göteborg, *Hedvig Grönkvist,* Advokatfirman Salmi & Partners AB, Stockholm, *Niklas Hellsten,* Advokatbyrån Gulliksson AB, Stockholm, *Roger Hellström,* Advokatfirman Titov & Partners KB, Stockholm, *Per Henriksson,* Advokatfirman Cederquist KB, Stockholm, *Janett Henter,* Advokatfirman Suzanne Johanson AB, Stockholm, *Sara Hugo,* Advokatbyrån Elisabeth Fritz AB, Stockholm, *Anna Jonsson,* Advokatfirman Vinge KB, Malmö, *Per Karlsson,* Per Karlsson Law & Consulting AB, Sollentuna, *Johan Kember,* Advokatfirman VICI AB, Lund, *Lizamaria Kosmowski,* KLA Karlerö Liljeblad Advokatbyrå HB, Stockholm, *Peter Kumlin,* Advokatfirman Petra Kumlin AB, Stockholm, *Frida Lantoft,* Roschier Advokatbyrå AB, Stockholm, *Fredrik Larsson,* Vernia Juridik AB, Stockholm, *Elin Nilsson,* Advokatfirman Kjällgren AB, Strömstad, *Lucija Pettersson,* Alkmene Juristbyrå AB, Stockholm, *Sigrid Premberg,* Litigate Lawfirm West Advokat AB, Göteborg, *Sonny Ragnerstam,* MAQS Advokatbyrå Stockholm AB, Stockholm, *Anne Riegnell,* MAQS Advokatbyrå Stockholm AB, Stockholm, *Andreas Sabadello* (reg. EU-advokat), Rechtsanwalt Mag. Andreas Sabadello, Stockholm, *Stephanie Stensson,* Moll Wendén Advokatbyrå AB, Malmö, *Anna Svennenfors,* Advokaterna Hurtig & Partners AB, Borås, *Alexander Wagner,* Advokatfirman Wåhlin AB, Malmö, *Sofia Wedbäck,* Foyen Advokatfirma KB, Stockholm, *Johan Wedsberg,* Kilpatrick Townsend & Stockton Advokat KB, Stockholm, Stockholm, *Zoran Zubović* (reg. EU-advokat), Advokatfirman Lena B Larsson, Kristianstad (2018-11-09) samt

Maria Fogdestam Agius, Volterra Fietta, London, *Emelie Andersson,* Advokatfirman Ingvarsdotter AB, Södertälje, *Adis Beharić*, Advokatfirman Kjällgren AB, Trollhättan, *Christian Bengtsson,* Wesslau Söderqvist Väst HB, Borås, *Dan Bengtsson,* Advokatfirman Carler KB, Stockholm, *Levi Bergstedt,* Norelid Advokatbyrå AB, Stockholm, *Natalia Shafie Desta,* AVA Advokater AB, Borås, *Fredrik Forseryd,* Advokatbyrån Kaiding Kommanditbolag, Luleå, *Henrik Fritz,* Roschier Advokatbyrå AB, Stockholm, *Frida Gärdin,* Advokatfirman Codex AB, Stockholm, *Andreas Hansson,* Altene advokatbyrå AB, Södertälje, *Axel Helle,* Setterwalls Advokatbyrå AB, Stockholm, *Emelie Håkansson,* Advokatfirman Vinge KB, Stockholm, *Hanna Johansson,* Advokatfirman Stockholms Asylbyrå AB, Stockholm, *Magnus Jonsson,* Setterwalls Advokatbyrå AB, Stockholm, *Martin Järvengren,* White & Case Advokataktiebolag, Stockholm, *Lukas Jönsson,* Advokatfirman Lindahl KB, Malmö, *Sören Hessellund Klausen* (reg. EU-advokat), IUNO AB, Stockholm, *Aage Krogh* (reg. EU-advokat, IUNO AB, Stockholm, *Niclas Lindblad,* Advokatfirman Morris AB, Stockholm, *Jesper Lindbom,* Advokatfirma DLA Piper Sweden KB, Stockholm, *Miriam Lisak,* Advokatfirman Credo AB, Göteborg, *Kajsa Lunderqvist,* Advokatbyrån Limhamnsjuristen AB, Limhamn, *Ludwig Metz,* Mannheimer Swartling Advokatbyrå AB, Stockholm, *Nathalie Miskin,* Rosengrens Advokatbyrå i Göteborg AB, Göteborg, *Hanna Monthan,* Advokatfirman Westermark Anjou AB, Stockholm, *Michel Moré,* Advokatfirman Codex AB, Stockholm, *Henrik Nilsson,* Advokatfirman Lindahl KB, Malmö, *Ingrid Olsson,* Advokatbyrån Lundia AB, Lund, *Anna Paulsson,* Advokatfirman Morris AB, Göteborg, *Erik Persson,* Roschier Advokatbyrå AB, Stockholm, *Anders Etgen Reitz* (reg. EU-advokat), IUNO AB, Stockholm, *Lovisa Ritzer,* Kilpatrick Townsend & Stockton Advokat KB, Stockholm, *Malin Runfors,* Advokatfirman Credo AB, Henån, *Helena Rydfors,* Foyen Advokatfirma KB, Stockholm, *Axel Ryning,* Foyen Advokatfirma KB, Malmö, *Elin Schedin,* AG Advokat KB, Stockholm, *Marcus Stalebrant,* Advokatfirman Salomonsson & Jovicic AB, Stockholm, *Gun-Britt Ström,* Östberg Advokater AB, Falun, *Elin Ternert,* Stahre Persson Advokatbyrå AB, Stockholm, *Ida Magnusson Ulfsdotter,* Foyen Advokatfirma KB, Malmö, *Ida Vincent,* Advokatbyrån De Basso Brothers AB, Stockholm, *Oliver Wismeier,* Advokatfirman Credo AB, Göteborg, *Jessica Wretman,* Juristfirman Wretman, Stockholm, *Hanna Bogsjö Österberg,* Advokatfirman Kahn Pedersen KB, Stockholm (2018-12-07).

I detta häfte (s. 1–88) har medverkat bl.a.
Eric Bylander, professor.
Olle Wännström, jur. kand.
Alexander Ottosson, jurist
Antonia Krzymowska, jur. dr
Joseph Zamani, bankjurist
Svante O. Johansson, justitieråd
Tom Madell, hovrättsråd
Lars Edstedt, doktorand
Thomas Bull, justitieråd
Kristina Svahn Starrsjö, justitieråd
Henrik Hasslemark, rättssakkunnig
Christina Ramberg, professor