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No-Poach Agreements Draw 360 Million Euros in EU Antitrust Fines

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In June 2025, the European Commission (EC) and the French Competition Authority (FCA) took enforcement action against three cartels involving "no-poach" practices – agreements not to hire or solicit rivals' employees. Five companies were ordered to pay nearly 360 million euros in fines. The authorities' actions confirm that employment-related arrangements between competitors can give rise to serious liability and exposure under EU antitrust law; these rules are enforced at the European Union (EU) level, as well as the level of EU Member States. To reduce antitrust risk, companies will do well to ensure that antitrust compliance programs also encompass the human resources (HR) function.

Food delivery services: 329 million euros

On June 1, 2025, the EC fined two food delivery companies, Delivery Hero (based in Germany) and Glovo (based in Spain), 329 million euros for their participation in cartel activity contrary to EU antitrust law. Delivery Hero acquired Glovo in 2022, but admitted that the firms had engaged in illegal collusion from 2018.

The EC found that the rivals had engaged in "classic" cartel conduct involving exchanges of commercially sensitive information and market sharing, but also that they had applied a no-poach agreement, all with the object of restricting competition. Regarding that agreement, the EC found that, in 2018, following Delivery Hero's acquisition of a minority, noncontrolling stake in Glovo, the firms entered into reciprocal no-hire clauses for certain employees. The clauses formed part of a shareholder agreement and were later expanded to a broader arrangement to not actively recruit each other's staff. The EC concluded that the arrangement restricted job mobility and reduced competition in the labor market, as well as incentives to innovate.

This was the first time that the EC took enforcement action against a no-poach agreement as a cartel arrangement. It is notable that the investigation was resolved by the EC's cartel settlement procedure, which presupposes that parties acknowledge "in clear and unequivocal terms" their liability for the infringement. Although it was the first no-poach case before the EC, the parties recognized that this type of conduct attracts cartel liability. The amount of the fine is significant and reflects, in addition to the turnover affected by the conduct, its multifaceted nature, the geographic coverage (the entire European Economic Area), its duration and the conduct's intensity over time (accounting for periods of lesser intensity). A resolution by settlement entails a standard fine reduction of 10%, which means that, under the normal procedure, the fines might have exceeded those imposed in this case.

Engineering, technology consulting and IT services: 29.5 million euros

Close on the heels of the EC, on June 11, the FCA imposed fines totaling 29.5 million euros on three companies operating in the engineering, technology consulting and IT services sectors for engaging in anti-competitive no-poach agreements, in breach of French and EU antitrust law.

The FCA found that the companies – Ausy, Alten, Bertrandt and Expleo – had entered into informal "gentlemen's agreements" that restricted the solicitation and hiring of one another's business managers, including through spontaneous applications. These agreements, which were broad in scope and indefinite in duration, also included mutual consultation prior to any planned recruitment moves. The FCA emphasized that such practices are particularly harmful in the digital sector, where competition for skilled labor is intense due to talent scarcity.

The investigation revealed two separate bilateral arrangements. The first, between Ausy and Alten, had been in

place for nine years and was disclosed by Ausy under the FCA's leniency program (consequently, Ausy was not fined). The second, between Bertrandt and Expleo, had notably been in place for a shorter period – around three months – and was uncovered during unannounced inspections (so-called dawn raids) prompted by Ausy's leniency application.

This marks the first European cartel decision exclusively addressing no-poach agreements, distinguishing between such general arrangements and more narrowly framed nonsolicitation clauses. Like the EC, the FCA concluded that no-poach agreements, when taken in isolation, constituted restrictions of competition "by object," akin to purchasing cartels, and therefore were inherently anti-competitive.

In its assessment, the FCA also noted that specific nonsolicitation clauses might be permissible under certain conditions. The FCA declined to act against certain nonsolicitation clauses in Bertrand and Expleo's partnership (consortia, joint supply or subcontracting) agreements. In particular, the FCA considered the specific nonsolicitation clauses in view of their content (persons concerned, duration, active or passive solicitation), economic and legal context, and objectives. It concluded that, in this case, those clauses were formalized, targeted (a specific category of employee, a specific project, etc.), of limited duration and, ultimately, did not have an anti-competitive purpose or effect.

Key takeaways

- **Competition for talent and mobility of staff have become areas of increasing focus for antitrust enforcers**. That focus falls squarely on sectors where firms compete on the basis of the quality and skills of the talent pool. For instance, the success of platform operators that offer physical delivery depend on the network of staff members that carry out deliveries, and the scope and quality of consultancy services depend on the capabilities of staff – but the notion that "our people are our most important resource" is prevalent across the economy.
- **Sanctions for antitrust infringements are serious, regardless of whether the offence relates to firms' "demand" or "supply".** Fines (and also follow-on civil damages claims) have skyrocketed in recent years: Since 2021, the aggregate amount of fines imposed by the EC alone exceeds 2.8 billion euros. Traditionally, anti-cartel enforcement has focused on collusion regarding the "supply" side of industries – for instance, price-fixing or customer allocation. More recent enforcement actions highlight that "demand"-side collusion among rivals, for instance concerning procurement of inputs or recruitment of talent, also may attract serious fines (and, potentially, damages claims); the recent cases discussed in this alert illustrate the point. Such conduct may in principle involve firms that compete over a resource (for instance, a raw material input), but not in the supply of finished output (for instance, the production of different goods or services).
- **HR professionals must be prepared to navigate this evolving antitrust enforcement environment**. They, too, should receive bespoke training on how to steer clear of antitrust risks, specifically while engaging with counterparts like business partners, recruiters and candidates. Compliance programs, accordingly, also should extend to the HR function.

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