



**IN THE COMPETITION
APPEAL TRIBUNAL**

**Case No: 1342/5/7/20
("The Sportradar Claim")**

BETWEEN:

**(1) SPORTRADAR AG
(2) SPORTRADAR UK LIMITED**

Claimants

and

**(1) FOOTBALL DATACO LIMITED
(2) BETGENIUS LIMITED
(3) GENIUS SPORTS GROUP LIMITED**

Defendants

AND BETWEEN:

**Case No: 1409/5/7/21(T)
(Transferred issues in High Court Claim No. IL-2021-000002)
("The FDC Claim")**

FOOTBALL DATACO LIMITED

Claimant

and

**(1) SPORTRADAR AG
(2) SPORTRADAR UK LIMITED
(3) PETER KENYON
(4) ISAIAH GARDNER
(5) FLOYD MARCH
(6) NICK MILLS
(7) PRZEMYSŁAW DUBININ**

Defendants

AND BETWEEN:

Case No: 1410/5/7/21(T)

(Transferred issues in High Court Claim No. IL-2021-000003)

(“*The Genius Claim*”)

BETGENIUS LIMITED

Claimant

and

**(1) SPORTRADAR AG
(2) SPORTRADAR UK LIMITED
(3) PETER KENYON
(4) ISAIAH GARDNER
(5) FLOYD MARCH
(6) NICK MILLS
(7) PRZEMYSŁAW DUBININ**

Defendants

ORDER

DEFINED TERMS USED IN THIS ORDER

Each of the terms “**the Sportradar Claim**”, “**the FDC Claim**” and “**the Genius Claim**” respectively refer to one of three sets of proceedings, as per the heading to this Order.

The term “**Competition Law Issues**” has the same meaning as in the Order of the High Court made on 22 June 2021 in the FDC Claim and the Genius Claim which transfers the Competition Law Issues to the Tribunal for determination.

The term “**Non-competition Law Issues**” refers to all the issues in the FDC Claim and the Genius Claim except the Competition Law Issues.

The term “**CAT Proceedings**” refers to the Sportradar Claim together with the Competition Law Issues in the FDC Claim and in the Genius Claim.

The term “**HC Proceedings**” refers to the FDC Claim and the Genius Claim insofar as those claims consist of Non-competition Law Issues.

The term “**Three Leagues**” means the Premier League, the English Football League and the Scottish Professional Football League.

Except where expressly indicated otherwise:

- (a) the term “**Sportradar**” is used to refer to both Sportradar AG and Sportradar UK Limited;
- (b) the term “**Scouts**” is used to refer to the representative group of Defendant scouts in relation to the HC Proceedings;
- (c) “**FDC**” refers to Football Dataco Limited; and
- (d) “**Genius**” refers to both Betgenius Limited and Genius Sports Group Limited.

RECITALS

UPON the High Court transferring the Competition Law Issues in the FDC Claim and in the Genius Claim to the Tribunal

AND UPON hearing Counsel for the parties (Mr A Bates for Sportradar; Ms K Smith QC for FDC; and Mr Ian Mill QC and Mr Tom de la Mare QC for Genius) at a case management conference (“**CMC**”) held remotely by Microsoft Teams video conferencing platform on 22 June 2021 before Mr Justice Marcus Smith (“**the Judge**”) sitting (a) in his capacity as a Chairman of the Tribunal for the purposes of these proceedings (the CAT Proceedings), and (b) in his capacity as a Judge of the High Court for the purposes of the HC Proceedings, and dealing with the case management of all of those various proceedings together

AND UPON the Orders made by the Judge at this CMC in his capacity as a Judge of the High Court being recorded in a separate Order approved by him at the same time as this present Order

IT IS ORDERED THAT:

Forum

1. Pursuant to Rule 52 and Rule 18 of the Tribunal Rules, the CAT Proceedings be treated as proceedings in England and Wales.

General provisions, Split trial and Liability trial listing

2. All aspects of the CAT Proceedings shall be case managed together. Evidence in each set of proceedings shall stand as evidence in the other sets of proceedings so far as relevant.
3. The confidentiality ring established by the Tribunal's Order dated 1 June 2020 ("**Confidentiality Ring**") be extended such that it applies to the CAT Proceedings generally. An equivalent confidentiality ring shall be created in the FDC and Genius Claims such that documents designated as Confidentiality Ring Information in the CAT Proceedings are treated as Confidentiality Ring Information in the FDC and Genius Claims. All references to "these proceedings" in paragraph 7.1 of the Tribunal's Order dated 1 June 2020 shall be read as "these proceedings, the FDC Claim and the Genius Claim (as defined in the Tribunal's Order dated 29 July 2021)". None of the Confidentiality Ring Members shall be in breach of paragraph 4 of the undertaking they have given if the Confidentiality Ring Information is used for the purposes of the FDC Claim or the Genius Claim.
4. There shall be a split trial of the Sportradar Claim, with issues of liability (including causation and any other issues which may go to denying relief) (the "**Liability Issues**") being heard and determined first. Issues of quantification of damages in the Sportradar Claim shall be determined (if and insofar as required) subsequently at a second trial.
5. The liability issues in the Sportradar Claim, and the Competition Law Issues in the FDC Claim and the Genius Claim, shall all be heard and determined together with the claim for injunctive relief in the Sportradar Claim at a joint trial ("**the First Trial**"). The First Trial shall be heard alongside and concurrently with the trial of liability (including causation and any other issues which may go to denying relief) and the claim for injunctive relief in the HC Proceedings. Issues of quantification of damages in the HC Proceedings shall be determined (if and insofar as required) subsequently at a second trial. The joint trial shall commence on 4 October 2022 with a time estimate of 23 days. (This time estimate may be adjusted downwards by agreement of the parties or by the Tribunal closer to the time of the trial, if appropriate.)

6. The Chairman of the Tribunal presiding at the First Trial shall be the Judge who is, in his capacity as a Judge of the High Court, hearing and determining the Non-competition Law Issues in the FDC Claim and in the Genius Claim. The time estimate for the First Trial has been set on the basis that the Judge will hear the trial of liability in the HC Proceedings alongside and concurrently with the Tribunal hearing the First Trial.
7. Evidence filed in the FDC Claim and the Genius Claim shall stand as evidence in the CAT Proceedings generally (irrespective of whether that evidence relates to the Competition Law Issues or the HC Proceedings), so that such evidence can be referred to and relied on in the CAT Proceedings insofar as it may be relevant to the matters that are for the Tribunal to decide.

Amendments to pleadings

8. Sportradar shall have permission to amend their Claim Form in the Sportradar Claim in the form of their draft amended Claim Form. The Amended Claim Form shall be served and filed by 4pm on 2 July 2021.
9. FDC and Genius shall each have permission to amend their Defences in the Sportradar Claim in the form of their draft Amended Defences so as to: (a) respond to any amendments made by Sportradar pursuant to paragraph 8 of this Order; (b) reflect variations which were made to the FDC-Genius Agreement on 17 June 2020; and (c) remove the draft Counterclaims and make the additional amendments sought in Genius' application of 9 June 2021 and in FDC's application of 10 June 2021. The Amended Defences shall be filed and served by 4pm on 7 July 2021.
10. Sportradar shall have permission to amend their Reply in respect of any amendments made by FDC or Genius pursuant to paragraph 9 of this Order. Any such Amended Reply shall be filed and served by 4pm on 26 July 2021.
11. Each party's costs of amending a pleading in order to respond to another party's amendment to its pleading shall be paid by the party whose amendments have given rise to those costs, with such costs to be dealt with at the conclusion of these proceedings alongside any other costs issues.

FDC's Request for Further Information

12. Sportradar shall provide full and complete responses to paragraphs 12 to 17 of FDC's Request for Further Information dated 2 February 2021 by 4pm on 6 July 2021.

Expert evidence

13. The parties shall each have permission to call one expert in the field of competition economics at the First Trial. (For the purposes of this paragraph Sportradar, FDC and Genius respectively shall each be treated as a single 'party'.)

Disclosure

14. Disclosure in the CAT Proceedings shall be provided concurrently with disclosure in the HC Proceedings (the latter disclosure being governed by the separate Order of the High Court made on the same date as this Order of the Tribunal) as a single overall disclosure process. Any disclosure provided for the purposes of any of the three claims shall be taken to have been provided for the purposes of all those claims.
15. On a rolling basis and by no later than 4pm on 20 August 2021, the parties shall give specific disclosure and inspection of the following documents:
 - (1) The following categories of contracts, dating from May 2015 onwards, for the supply to customers of sports data and sports betting services:
 - (i) Contracts for the supply of live match and sports data for more than one sport;
 - (ii) contracts for the supply of live league match data in respect of matches played in the Three Leagues; and
 - (iii) copies of any standard terms (as varied from time to time) on which they enter the contracts referred to in 15(1)(ii) above.

- (2) In respect of the contracts which are disclosable under paragraph 15(1) above, and which are dated prior to September 2018, the parties experts will, once they have reviewed a sample of the post-September 2018 contracts, meet to discuss whether there are ways of identifying a smaller, representative sample of those pre-September 2018 contracts which would be sufficient for the experts' purposes and, if they are in agreement, the disclosure will be so narrowed. However, in the event that such a representative sample cannot be agreed by the parties' experts, all pre-September 2018 contracts falling within the categories at paragraph 15(1) above will be disclosable in accordance with the terms of that subparagraph.
 - (3) All agreements for the sourcing, licensing or collection of live match and sports data for betting purposes for which they (or any company within their corporate group) holds or has previously held at any point since May 2019 the exclusive licence for collection of such data. This includes, but is not limited to, the sports and licences listed in paragraph 7.3.5 of Genius' Defence.
16. The documents disclosed pursuant to paragraph 15 shall be disclosed into the Confidentiality Ring. Such documents shall be designated as Confidentiality Ring Information in their entirety and the parties shall not be required to comply with section 5 of the Confidentiality Ring Order in relation to these documents.
17. Liberty for Sportradar to apply by 4pm on 6 July 2021 for the Tribunal to vary the direction for disclosure at paragraph 15 of this Order.
18. Further disclosure shall be provided in accordance with CPR 51U but subject to the following adaptations:
 - (1) There shall be no requirement for any party to serve Initial Disclosure pursuant to section 5 of PD 51U.
 - (2) From Tuesday 6 July the experts are to commence meeting:
 - (i) To seek to agree the scope of issues for economic expert evidence;

- (ii) To identify the factual material, which goes to the issues for economic expert evidence, that they wish (having regard to proportionality and to what material is likely to be available to the parties) to receive to inform their work; and
- (iii) To seek to agree the timing for the provision of the factual material referred to at (ii).

The point of these meetings is to identify the data (including, for the avoidance of doubt, any data in the public domain, or obtained from sources other than the parties to these proceedings) which they will require in order to provide expert opinions on the facts and matters at issue in this dispute. For the avoidance of doubt, there is no need for the experts to agree each others' approach: the purpose of these meetings is to identify the data each expert will require in order to provide his or her report.

- (3) Using the Disclosure Review Document already prepared by FDC as a starting point, FDC and Genius shall, working in conjunction with their respective experts, seek to agree and produce a consolidated list of issues for disclosure by 4pm on Friday 30 July 2021.
- (4) Sportradar shall, working in conjunction with its expert, provide its comments on the consolidated list of issues for disclosure produced by FDC and Genius in accordance with 18(2) above by 4pm on Friday 13 August 2021.
- (5) The parties shall make their requests for Extended Disclosure to one another by 4pm on Friday 3 September 2021, stating *inter alia* the Model to be used for disclosure by each party in relation to each issue for which Extended Disclosure is sought.
- (6) The parties are to respond to each other's requests by 4pm on 17 September 2021 indicating whether they agree to provide the disclosure sought.

- (7) The parties shall then submit to the Chairman of the Tribunal by no later than 24 September 2021 a single disclosure schedule (the “Disclosure Schedule”) identifying:
- (i) All material that it is proposed will be disclosed in these proceedings, and identifying all areas of agreement and disagreement.
 - (ii) To the extent different, all material identified pursuant to paragraph 18(2) above.
- (8) The Chairman of the Tribunal will approve the Disclosure Schedule in accordance with a procedure to be determined, and the parties will provide disclosure, in accordance with the Disclosure Schedule, by no later than 17 December 2021. For the avoidance of doubt:
- (i) Nothing in this order precludes the provision of disclosure prior to than 17 December 2021. Disclosure should be provided on a rolling basis.
 - (ii) The parties will be entitled to make further requests for disclosure after than 17 December 2021, but should proceed on the basis that such requests will be refused unless justified by exceptional circumstances.
 - (iii) The experts may – and, in accordance with their duties as experts, should if material to their opinion – identify material (including material in the public domain) additional to that identified pursuant to paragraph 18(2) above. This is without prejudice to paragraph 25 below: the experts will require permission to adduce material not identified in the Disclosure Schedule.
19. Any copies of electronic documents are to be provided in native electronic form, with metadata preserved where possible.

Witness statements

20. Witness evidence shall be prepared in accordance with CPR Part 32 and Practice Direction 57AC and shall be prepared and served concurrently with witness evidence in the HC Proceedings.
21. Witness evidence in any of the three claims (including witness evidence filed for the purposes of the HC Proceedings) shall be treated as evidence in all the claims and may accordingly be relied on in any part of the CAT Proceedings insofar as it may be relevant.
22. The parties shall serve written statements from such witnesses of fact as they intend to rely on at the First Trial by 4pm on Friday 4 March 2022, such witness statements to stand as evidence-in-chief at trial.
23. The parties shall have permission to serve written statements from witnesses of fact in reply by 4pm on Friday 1 April 2022, such witness statements to stand as evidence-in-chief at trial.

Expert evidence

24. Expert engagement shall be an ongoing process, and without prejudice meetings shall take place between the experts whenever convenient for seeking to identify or narrow the issues between them (whether in relation to matters of substance, or in relation to further information needed to inform their work). Any expert may convene such a meeting by inviting the other experts, subject to the experts agreeing upon mutually acceptable practical arrangements for such a meeting. The experts may meet in person or by remote video platform, and may also exchange emails with each other, all on a without prejudice basis.
25. The parties shall exchange expert reports by 4pm on Friday 6 May 2022. Those reports shall rely only on material identified and disclosed pursuant to the Disclosure Schedule. For the avoidance of any doubt, the experts will (absent specific consent from the

Tribunal) be precluded from relying on material which is available in the public domain unless that material has been identified in the Disclosure Schedule.

26. Any expert reports in reply be filed and served by 4pm on Friday 10 June 2022.
27. After 10 June 2022 the experts shall meet for without prejudice discussions without the presence of the parties' legal advisers and shall produce a Joint Statement on matters in respect of which they are agreed and matters in respect of which they are not agreed with concise reasons for any disagreement. The Joint Statement shall be filed with the Tribunal by 4pm on Friday 1 July 2022.

Costs budgets

28. The parties are to prepare costs budgets in accordance with CPR Practice Direction 3E in respect of their costs up to and including the First Trial. Where possible, a party's budget shall be set out as a single document that incorporates costs of the HC Proceedings.
29. Each party is to provide its draft costs budget to the other parties by 4pm on Friday 3 September 2021.
30. The parties are to provide comments on one another's costs budgets by 4pm on Friday 17 September 2021.
31. Each party shall file its finalised costs budget, subject to approval by the Tribunal, by 4pm on Friday 24 September 2021. In the event that any party's costs budget is not agreed by another party, the parties are to provide brief written submissions identifying the areas of disagreement by Friday 29 October 2021. The Tribunal will then determine the relevant matters on the papers or, if appropriate, give directions for the matters to be considered at a further CMC.

Pre-Trial Review

32. A Pre-Trial Review be listed for a date to be fixed during the week commencing 25 July 2022, with a time estimate of one day. The parties shall approach the Listing office on or before Wednesday 21 July to fix a date for the PTR hearing.

Trial skeleton arguments and Trial bundles

33. Sportradar shall prepare a draft index to the Trial Bundle for agreement and provide it to the other parties by Friday 5 August 2022. Thereafter, the parties shall liaise to agree the content of the Trial Bundle for use at the First Trial, by Friday 12 August 2022.
34. An electronic copy of the Trial Bundle shall be prepared by Sportradar and lodged at the Tribunal along with five hard copies by 4pm on Friday 26 August 2022. Electronic copies shall be provided to the other parties by the same deadline.
35. The parties simultaneously file and serve their skeleton arguments for the First Trial by 4pm on Friday 16 September 2022.
36. Sportradar shall lodge at the Tribunal an electronic copy of the agreed Authorities Bundle along with five hard copies for the First Trial by 4pm on Tuesday 27 September 2022.
37. The parties shall seek, where possible, to incorporate skeleton arguments for the First Trial into a single skeleton argument which includes their arguments in the concurrent trial of the HC Proceedings. Likewise, where possible, bundles for the First Trial shall be incorporated into a combined bundle for the First Trial and the High Court trial.

Miscellaneous

38. By agreement the parties may vary without further order any deadline in this Order provided that they inform the Tribunal of such agreement in advance of the expiry of the relevant deadline and the extension does not affect the date of the Pre-Trial Review or the First Trial.

39. Costs in the case (but without prejudice to the provision made at paragraph 11 of this Order with respect to costs arising from amendments to pleadings).
40. There be liberty to apply.

The Hon Mr Justice Marcus Smith
Chairman of the Competition Appeal Tribunal

Made: 29 July 2021
Drawn: 29 July 2021