



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1513/5/7/22 (T)

BETWEEN:

BATHSTORE.COM LIMITED AND OTHERS

Claimants

- v -

(1) MASTERCARD INCORPORATED
(2) MASTERCARD INTERNATIONAL INCORPORATED
(3) MASTERCARD EUROPE SA

Mastercard Defendants

(4) VISA EUROPE SERVICES LLC
(5) VISA EUROPE LIMITED
(6) VISA UK LIMITED

Visa Defendants

ORDER

UPON the Claimants (represented by Wallace LLP) having commenced High Court proceedings by way of a Part 7 Claim Form on 15 May 2017 (the “**Wallace Proceedings**”)

AND UPON the letters to the High Court from Wallace LLP countersigned by Jones Day (on behalf of the Mastercard Defendants) and Linklaters LLP (on behalf of the Visa Defendants) dated 22 June 2021 and 2 July 2021 respectively, such letters recording agreements between the parties of an extension of time for the Claimants to serve the Claim Form to 8 December 2022 pursuant to CPR 2.11

AND UPON the Order of the Chancellor of the High Court dated 7 April 2022 (as amended pursuant to the slip rule) transferring the cases listed in the schedule to that order to the Competition Appeal Tribunal (the “**Tribunal**”), including the Wallace Proceedings

AND UPON reading the letter to the Tribunal from Wallace LLP dated 1 December 2022 seeking an extension of the time for service pursuant to Rule 53(2)(j) of the Competition Appeal Tribunal Rules 2015 in respect of the Wallace Proceedings issued in the High Court but yet to be served (the “**Application**”), in which it is recorded that the Mastercard and Visa Defendants consent in principle to the Application

BY CONSENT IT IS ORDERED THAT:

1. There be an extension of the time for service of the Claim Form (the “**Extension**”) until 31 March 2023 (the “**Deadline**”).
2. There be permission to terminate the Extension on 30 days' written notice by either the Claimants, the Mastercard Defendants or the Visa Defendants. Accordingly, the Claim Form must (unless otherwise agreed in writing and approved by the Tribunal) be served on the Mastercard and Visa Defendants before the earlier of (i) the Deadline; and (ii) the date falling 30 days after service of the written notice to terminate the Extension.
3. Such notice is to be served by email:
 - (i) on the Claimants to alexander.weinberg@wallace.co.uk and philip.blyghton@wallace.co.uk (or to any alternative that is notified in writing to the Mastercard and Visa Defendants);
 - (ii) on the Mastercard Defendants to ncotter@jonesday.com, sbatley@jonesday.com and rwarke@jonesday.com (or to any alternative that is notified in writing to the Claimants);
 - (iii) on the Visa Defendants to tom.cassels@linklaters.com, sarina.williams@linklaters.com, Linklaters_Interchange@linklaters.com, JStait@milbank.com, CAlexander@milbank.com, and

MilbankInterchange@milbank.com (or to any alternative that is notified in writing to the Claimants).

4. Such notice under paragraph 2 shall take effect on the day that it is sent.
5. The Claim Form shall be served in accordance with the Civil Procedure Rules 1998 and the Tribunal's letter of 19 May 2022.
6. The costs of the Application will be in the case.
7. The parties shall have liberty to apply to the Tribunal.

Sir Marcus Smith
President of the Competition Appeal Tribunal

Made: 2 December 2022
Drawn: 2 December 2022