



**IN THE COMPETITION**  
**APPEAL TRIBUNAL**

Case No: 1391/5/7/21 (T)

BETWEEN:

**GRANDVISION N.V. AND OTHERS**

Claimants

- v -

**(1) VISA EUROPE LIMITED**  
**(2) VISA EUROPE SERVICES LLC**  
**(3) VISA UK LIMITED**  
**(4) VISA INCORPORATED**

Defendants

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**ORDER**

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**UPON** the transfer Order of Chief Master Marsh dated 9 March 2021 transferring the Claimants' claim (Case No. 1391/5/7/21 (T)) (the "Claim") to the Competition Appeal Tribunal

**AND HAVING REGARD TO** (i) the views expressed by the President of the Competition Appeal Tribunal at the Case Management Conference on 1-2 March 2022 (the "Merchant Interchange Proceedings"); (ii) The Tribunal's Order of 16 March 2022; (iii) the Tribunal's Ruling of 16 March 2022 ([2022] CAT 14); and (iv) paragraph 1(b) of the Tribunal's Order of 7 March 2023 ordering by consent all further proceedings in this Claim shall be stayed until 16 March 2024

**AND HAVING REGARD TO** Rules 53(2)(k) and 106(1) of the Competition Appeal Tribunal Rules 2015

**AND UPON** the Umbrella Proceedings Order of the President dated 4 July 2022 in Case No. 1517/11/7/22 (UM) Merchant Interchange Fee Umbrella Proceedings (the "Merchant Umbrella Proceedings") designating various individual merchant interchange fee proceedings listed in the

schedule to that order as “Host Cases” and designating all issues, matters or features arising out of the Merchant Umbrella Proceedings as Ubiquitous Matters (the “Umbrella Proceedings Order”)

**AND UPON** the Defendants’ reserving their position that this Claim should be withdrawn

**AND UPON** the parties having jointly agreed to the terms of this Order in draft form

**IT IS BY CONSENT ORDERED THAT:**

1. All further proceedings in this Claim be stayed until the earlier of:
  - (a) 28 days after either party serves written notice to terminate the stay of the proceedings in the Claim; or
  - (b) 17 March 2025.
2. Notwithstanding that stay, (i) the parties shall be bound by the outcome of any determinations in the Merchant Umbrella Proceedings (including any appeals) in respect of all designated Ubiquitous Matters and (ii) the Claimant remains liable to provide information or disclosure if the Tribunal considers such information or disclosure necessary to resolve a wider issue in the Merchant Umbrella Proceedings.
3. Any notice in accordance with paragraph 1(a) of this Order shall be by email to each party required to receive the notice at its addresses as set out below:
  - a. on the Claimants, to bhollway@scott-scott.com, emansfield@scott-scott.com, abernstein@scott-scott.com, and SSUinterchange@scott-scott.com
  - b. on the Defendants, to Linklaters\_Interchange@linklaters.com, with tom.cassels@linklaters.com and sarina.williams@linklaters.com in copy,or to any alternative address that is notified to the other party in writing.
4. Any notice shall be effective and deemed to have been received on the date of sending the email, provided it is in accordance with paragraph 3 above.
5. There shall be liberty to apply.
6. Costs in the case.

**Sir Marcus Smith**  
President of the Competition Appeal Tribunal

Made: 14 March 2024  
Drawn: 15 March 2024