



IN THE COMPETITION APPEAL
TRIBUNAL

Case No: 1517/11/7/22 (UM)
1266/7/7/16
1441/7/7/22
1442/7/7/22
1443/7/7/22
1444/7/7/22

BETWEEN:

UMBRELLA INTERCHANGE FEE CLAIMANTS

- v -

UMBRELLA INTERCHANGE FEE DEFENDANTS

(the “Merchant Interchange Fee Umbrella Proceedings”)

AND BETWEEN:

WALTER HUGH MERRICKS CBE

Class Representative

(the “Merricks Class Representative”)

- v -

(1) MASTERCARD INCORPORATED

(2) MASTERCARD INTERNATIONAL INCORPORATED

(3) MASTERCARD EUROPE S.P.R.L

The Merricks Defendants

(the “Merricks Collective Proceedings”)

AND BETWEEN:

COMMERCIAL AND INTERREGIONAL CARD CLAIMS I LIMITED

Class Representative

(the “CICC I Class Representative”)

- v -

(1) MASTERCARD INCORPORATED

(2) MASTERCARD INTERNATIONAL INCORPORATED

(3) MASTERCARD EUROPE SA (formerly known as MASTERCARD EUROPE SPRL)

(4) MASTERCARD/EUROPAY UK LIMITED

**(5) MASTERCARD UK MANAGEMENT SERVICES LIMITED
(6) MASTERCARD EUROPE SERVICES LIMITED**

Defendants

(the “CICC Mastercard Defendants”)

AND BETWEEN:

COMMERCIAL AND INTERREGIONAL CARD CLAIMS II LIMITED

Class Representative

(the “CICC II Class Representative”)

- v -

CICC MASTERCARD DEFENDANTS

Defendants

AND BETWEEN:

CICC I CLASS REPRESENTATIVE

Class Representative

- v -

**(1) VISA INC.
(2) VISA INTERNATIONAL SERVICE ASSOCIATION
(3) VISA EUROPE SERVICES LLC
(4) VISA EUROPE LIMITED
(5) VISA UK LTD**

Defendants

(the “CICC Visa Defendants”)

AND BETWEEN:

CICC II CLASS REPRESENTATIVE

Class Representative

- v -

CICC VISA DEFENDANTS

Defendants

(collectively, the “CICC Collective Proceedings”)

(together, “the Proceedings”)

-and-

ORDER

UPON the Order of the Tribunal dated 8 November 2024 (the “**Barclays Disclosure Order**”) providing that Barclays shall disclose and provide simultaneous inspection of the data provided by Barclays in response to the request described in Appendix 1 of that Order

AND UPON the Order of the Tribunal dated 14 November 2024 extending the Umbrella Proceedings Order in the Merchant Interchange Fee Proceedings to the CICC Proceedings in relation to Acquirer Pass-On

AND UPON the Orders of the Tribunal dated 8 and 14 November 2024 regarding disclosure and confidentiality arrangements in respect of the provision of data from Global Payments, Barclays and Worldpay (the “**Acquirer Orders**”) to which the SSH Claimants, Visa, Mastercard and Mr Merricks (the “**APO Parties**”) are already a party

AND UPON the letter from the Tribunal dated 27 November 2024 providing that the parties to the Proceedings should seek to agree updated Acquirer Orders in order for the CICC Class Representatives to be put on an equal footing to the APO Parties, including in respect of costs

AND UPON the agreement of Barclays and the APO Parties to amendments to the Barclays Disclosure Order

IT IS ORDERED THAT:

1. The Barclays Disclosure Order is varied and replaced with the Order set out in the **Annex** to this Order.
2. There be liberty to apply.
3. Costs in the case.

Ben Tidswell
Chair of the Competition Appeal Tribunal

Made: 7 December 2024
Drawn: 9 December 2024

ANNEX



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1517/11/7/22 (UM)
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1444/7/7/22

BETWEEN:

UMBRELLA INTERCHANGE FEE CLAIMANTS

Claimants

- v -

UMBRELLA INTERCHANGE FEE DEFENDANTS

Defendants

(the “Merchant Interchange Fee Umbrella Proceedings”)

AND BETWEEN:

WALTER HUGH MERRICKS CBE

Class Representative

- v -

(1) MASTERCARD INCORPORATED

(2) MASTERCARD INTERNATIONAL INCORPORATED

(3) MASTERCARD EUROPE S.P.R.L

Defendants

(the “Merricks Collective Proceedings”)

AND BETWEEN:

COMMERCIAL AND INTERREGIONAL CARD CLAIMS I LIMITED

Class Representative

(the “CICC I Class Representative”)

- v -

- (1) MASTERCARD INCORPORATED**
- (2) MASTERCARD INTERNATIONAL INCORPORATED**
- (3) MASTERCARD EUROPE SA (formerly known as MASTERCARD EUROPE SPRL)**
- (4) MASTERCARD/EUROPAY UK LIMITED**
- (5) MASTERCARD UK MANAGEMENT SERVICES LIMITED**
- (6) MASTERCARD EUROPE SERVICES LIMITED**

Defendants

(the "CICC Mastercard Defendants")

AND BETWEEN:

COMMERCIAL AND INTERREGIONAL CARD CLAIMS II LIMITED

Class Representative

(the "CICC II Class Representative")

- v -

CICC MASTERCARD DEFENDANTS

Defendants

AND BETWEEN:

CICC I CLASS REPRESENTATIVE

Class Representative

- v -

- (1) VISA INC.**
- (2) VISA INTERNATIONAL SERVICE ASSOCIATION**
- (3) VISA EUROPE SERVICES LLC**
- (4) VISA EUROPE LIMITED**
- (5) VISA UK LTD**

Defendants

(the "CICC Visa Defendants")

AND BETWEEN:

CICC II CLASS REPRESENTATIVE

Class Representative

- v -

CICC VISA DEFENDANTS

Defendants

(collectively, the “CICC Collective Proceedings”)

(together, “the Proceedings”)

-and-

BARCLAYS BANK PLC

Non-party

AMENDED CONSENT ORDER

1. For the purposes of this Order:
 - 1.1 **“Relevant Active Umbrella Party”** or **“Relevant Active Umbrella Parties”** shall mean the Merchant Interchange Umbrella Proceedings Claimants represented by Scott+Scott UK LLP and Stephenson Harwood LLP and the Merchant Interchange Umbrella Proceedings Defendants.
 - 1.2 **“Barclays”** shall mean Barclays Bank plc and any affiliated entity.
 - 1.3 **“Data Request”** shall mean the request for data made by the Parties to Barclays as set out in Appendix 1 of this Order. For the avoidance of doubt, the parties to the CICC Collective Proceedings are to be treated as having made the request described in Appendix 1 of this Order at the same time as the other Parties.
 - 1.4 **“Responsive Materials”** shall mean the datasets to be provided by Barclays in response to the Data Request.
 - 1.5 **“Disclosure Date”** shall mean 5 December 2024, subject to paragraphs 9 and 10 of this Order.
 - 1.6 **“Party”** or **“Parties”** shall mean any Relevant Active Umbrella Party and any party to the Merricks Collective Proceedings or the CICC Collective Proceedings.
2. Subject to each of the Parties’ economic expert teams executing a written data processing agreement on terms acceptable to Barclays, Barclays shall give disclosure and simultaneously provide inspection of the Responsive Materials on or before the

Disclosure Date by providing them securely and electronically to the Parties' economic expert teams (whether via a nominee on behalf of the Parties or otherwise) who, for the avoidance of doubt, are members of the Confidentiality Ring Order. Upon receipt of the Responsive Materials in accordance with this paragraph, the Responsive Materials shall be deemed designated as "Trial 2 Confidential Documents" as defined in paragraph 1.6 of the Confidentiality Ring Order and shall be disclosed into the Trial 2 confidentiality ring in accordance with the Confidentiality Ring Order.

3. The Parties (and for the avoidance of doubt, their experts) shall treat the Responsive Materials in the same manner as "Trial 2 Confidential Documents" as defined in paragraph 1.6 of the Confidentiality Ring Order from the point at which the Responsive Documents are provided to them pursuant to paragraph 2 of this Order.
4. The Parties shall be jointly and severally liable to pay Barclays' reasonable costs (including VAT) of and occasioned by: (i) the disclosure of the Responsive Materials, including correspondence regarding the scope and practicalities of disclosure; and (ii) settling the terms of and complying with this Order and considering the Confidentiality Ring Order, to be summarily assessed by the President on the papers if not agreed (the "**Barclays Costs**"). The Barclays Costs shall be apportioned between the Parties in proportions to be determined by the Tribunal in due course unless agreed by the Parties.
5. The Barclays Costs shall be paid 28 days after the Barclays Costs are agreed or determined by the President in accordance with paragraph 4 of this Order.
6. In the event that any of the Parties discontinue or reach a settlement of some or all of their claims after the date of this Order, those Parties will remain liable for their share of the Barclays Costs.

COSTS

7. Save as provided for in paragraph 4 above in respect of the Barclays Costs, the costs of obtaining disclosure of the Responsive Materials shall be costs in the case of the Merchant Interchange Fee Umbrella Proceedings, the Merricks Collective Proceedings and the CICC Collective Proceedings.

OTHER

8. Liberty to apply.
9. Barclays be at liberty to apply to vary the terms of this order, including but not limited to extending the Disclosure Date (the date for Barclays to comply with paragraph 2 of this Order).
10. The Parties be at liberty to agree a further consent order, including but not limited to extending the Disclosure Date (the date for Barclays to comply with paragraph 2 of this Order).