



**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-

Worldpay (UK) Limited

Non-party

ORDER

UPON the Order of the Tribunal dated 14 November 2024 (the “**Worldpay Disclosure Order**”) providing that Worldpay shall disclose and provide simultaneous inspection of the data provided by Worldpay in response to the request described in Appendix 1 of that Order to the individuals listed in Schedule A to the Worldpay Confidentiality Ring Order dated 14 November 2024

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 to for the CICCClass Representatives to be put on an equal footing to the APO Parties, including in respect of costs

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

IT IS ORDERED THAT:

1. The Worldpay 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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(the “Merchant Interchange Fee Umbrella Proceedings”)

AND BETWEEN:

WALTER HUGH MERRICKS CBE

Class Representative

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(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-

Worldpay (UK) Limited

Non-party

AMENDED DISCLOSURE 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 “**Data Request**” shall mean the request for data made by the Parties to Worldpay 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.
 - 1.3 “**Disclosure Date**” shall mean 5 calendar days from the date of the unamended Order.
 - 1.4 “**Non-Confidential Work Product**” shall mean work product and documents that contain summaries or the results of the analysis of Worldpay Confidential Information or any Secondary Work Product, but which do not reveal the content of the underlying Responsive Data and do not, in the reasonable opinion of the Party that has created the Non-Confidential Work Product, enable the content of the underlying Responsive Data to be revealed, for example as a result of redaction, anonymisation, or aggregation with other acquirer data.

- 1.5 **“Party”** or **“Parties”** shall mean the Relevant Active Umbrella Parties and the parties to the Merricks Collective Proceedings and/or the CICC Collective Proceedings.
- 1.6 **“Responsive Data”** shall mean the raw data provided by Worldpay in response to the request described in Appendix 1 of this Order.
- 1.7 **“Trial 2 Confidential Documents”** are as defined in paragraph 1.6 of the Trial 2 Confidentiality Ring Order.
- 1.8 **“Trial 2 Permitted Persons”** are as defined by paragraph 1.5 of the Trial 2 Confidentiality Ring Order.
- 1.9 **“Secondary Work Product”** shall mean work product and documents prepared by Worldpay Permitted Persons that summarise or analyse Worldpay Confidential Information in a way that reproduces or reflects the content of Worldpay Confidential Information. Any notes, copies, reports, submissions or other documents that reproduce or reflect the content of Worldpay Confidential Information are themselves Secondary Work Product.
- 1.10 **“Worldpay”** shall mean Worldpay (UK) Limited and any affiliated entity.
- 1.11 **“Worldpay Confidential Information”** means any part of the Responsive Data.
- 1.12 **“Worldpay Permitted Persons”** are as defined by paragraph 1.12 of the Worldpay Confidentiality Ring Order.

Disclosure of the Responsive Data

2. Worldpay shall give disclosure and simultaneously provide inspection of the Responsive Data on or before the Disclosure Date by providing them electronically through a secure file transfer system to members of each of the Parties’ economic expert teams who are Worldpay Permitted Persons in accordance with the terms of the Worldpay Confidentiality Ring Order.
3. The Parties shall treat the Responsive Data in the same manner as Worldpay Confidential Information from the point at which the Responsive Data is provided to them pursuant to paragraph 2 of this Order. Each Party shall use reasonable endeavours to ensure that their expert teams handle the Responsive Data in accordance with the Confidential Data Transfer Protocol at Confidential Appendix 2.

Secondary Work Product and Non-Confidential Work Product

4. Documents which meet the definition of Secondary Work Product in this Order may be shared

between Worldpay Permitted Persons and Trial 2 Permitted Persons provided the WorldPay Permitted Person designates such Secondary Work Product as Trial 2 Confidential Documents in accordance with the Trial 2 Confidentiality Ring Order. Neither Worldpay Permitted Persons or Trial 2 Permitted Persons shall share such Secondary Work Product with anyone who is not admitted to either the Worldpay Confidentiality Ring Order or the Trial 2 Confidentiality Ring Order (except to the extent it does not reveal the content of Worldpay Confidential Information in accordance with paragraph 4.3 of the Worldpay Confidentiality Ring Order). For the avoidance of doubt, the Parties will at all times treat Secondary Work Product as Trial 2 Confidential Documents.

5. Non-Confidential Work Product may be shared with persons outside the Worldpay Confidentiality Ring and/or the Trial 2 Confidentiality Ring.

Costs

6. The Parties shall be liable to pay Worldpay's reasonable costs and disbursements (including VAT) of and occasioned by the Data Request, including but not limited to: (i) the extraction, review, production and disclosure of the Responsive Data, including all correspondence regarding the scope and practicalities of disclosure and preparation for and attendance on calls with the Parties and with Worldpay's advisors to discuss the same; (ii) settling the terms of and complying with this Order and the Worldpay Confidentiality Ring Order; and (iii) any preparation for and attendance at a hearing (should there be a hearing) arising out of or in connection with this Order or the Confidentiality Ring Order (including the instruction of counsel).
7. Subject to paragraphs 8 and 9 below, Worldpay's reasonable costs and disbursements (including VAT) shall be paid in full by the Parties within 28 days of written confirmation by Worldpay of the relevant amount (the "**Cost Confirmation**").
8. Prior to the Disclosure Date, the Parties shall nominate one Party to liaise with Worldpay and that Party shall pay in full Worldpay's reasonable costs and disbursements (including VAT) on behalf of all Parties.
9. If the amount of Worldpay's costs in the Costs Confirmation is disputed, the Parties (via the Party nominated pursuant to paragraph 8 above) shall pay 50% of those costs (including VAT) to Worldpay within 28 days of the Cost Confirmation and apply to the Tribunal within 14 days of such payment and on notice to Worldpay (the "**Determination Application**") for the balance to be summarily assessed by the President on the papers no earlier than 14 days from the date of filing of the Determination Application. Worldpay shall have liberty to file a reply to any Determination Application.

10. The costs paid in accordance with paragraphs 7 to 9 above shall be apportioned between the Parties in proportions to be determined by the Tribunal in due course unless agreed by the Parties.
11. In the event that any of the Parties 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 costs determined in accordance with paragraphs 6-10 above.
12. Save as provided for in paragraph 7 above, the costs of obtaining disclosure of the Responsive Data shall be costs in the case of the Merchant Interchange Fee Umbrella Proceedings, the Merricks Collective Proceedings and the CICC Collective Proceedings.

OTHER

13. Liberty to apply.