Neutral citation [2026] CAT 5

Case No: 1759/7/7/25

IN THE COMPETITION APPEAL TRIBUNAL

BETWEEN:

JLP A&A CLASS REPRESENTATIVE LIMITED

Applicant / Proposed Class Representative

- v –

(1) APPLE INC.
(2) APPLE DISTRIBUTION INTERNATIONAL LIMITED
(3) AMAZON.COM, INC.
(4) AMAZON EUROPE CORE S.À.R.L.
(5) AMAZON EU S.À.R.L.
(6) AMAZON.COM SERVICES LLC

Respondents / Proposed Defendants

REASONED ORDER (SERVICE OUT OF THE JURISDICTION AND PARAGRAPH 7 OF PRACTICE DIRECTION 2/2025)

UPON the Proposed Class Representative's application dated 15 December 2025 pursuant to Rule 31(2) of the Competition Appeal Tribunal Rules 2015 (the "**Tribunal Rules**") for permission to serve the Collective Proceedings Claim Form and supporting documents on the First to Fourth, and Sixth Proposed Defendants (together, the "**Foreign Proposed Defendants**") out of the jurisdiction

AND UPON the Proposed Class Representative's application also dated 15 December 2025 under paragraph 7 of Competition Appeal Tribunal Practice Direction 2/2025 for permission to exceed the page limit prescribed in paragraph 5(a) of the Practice Direction in respect of the First Expert Report of Dr Chris Pike submitted in support of the Collective Proceedings Claim Form

AND UPON reading the Proposed Class Representative's Collective Proceedings Claim Form, the First Witness Statement of Justin Benedict Le Patourel dated 15 December 2025 in support of a Collective Proceedings Order and the First Expert Report of Dr Chris Pike dated 12 December 2025.

IT IS ORDERED THAT:

1. The Proposed Class Representative has permission to serve the Collective Proceedings Claim Form and supporting documentation on the Foreign Proposed Defendants out of the jurisdiction at the following addresses:

    (a) Apple Inc. (on its registered agent) at 28 Liberty Street, New York, 10005, United States of America.

    (c) Apple Distribution International Limited at Hollyhill Industrial Estate, Hollyhill, T23 YK84, Cork, Ireland.

    (d) Amazon.com, Inc. (on its registered agent) at Corporation Service Company, at 300 Deschutes Way, SW, Suite 304, Tumwater, WA, 98501.

    (e) Amazon Europe Core S.à.r.l. at Avenue John F. Kennedy 38, L01855 Luxembourg.

    (f) Amazon.com Services LLC (on its registered agent) at Corporation Service Company, 300 Deschutes Way, SW, Suite 304, Tumwater, WA, 98501.

2. The Foreign Proposed Defendants may apply to have this order set aside or varied but must make any such application no later than the period for disputing the Tribunal's jurisdiction under Rule 34 of the Tribunal Rules. If any Foreign Proposed Defendant makes any application to have this order set aside or varied, any such application should take account of the observations set out in *Epic Games, Inc. v. Apple Inc.* [2021] CAT 4, at [3].

3. Pursuant to Rule 76(5) of the Tribunal Rules:

   (a) the First, Third and Sixth Proposed Defendants shall file an acknowledgement of service within 22 days after service of the Collective Proceedings Claim Form; and

   (b) the Second and Fourth Proposed Defendants shall file an acknowledgement of service within 21 days after service of the Collective Proceedings Claim Form.

4. The page limit specified in paragraph 5(a) of Practice Direction 2/2025 is varied to 176 pages in respect of the First Expert Report of Dr Chris Pike, to allow that report to be served with the Collective Proceedings Claim Form.

5. The costs of the applications are reserved.

REASONS

1. The Proposed Class Representative (the "**PCR**"**)** seeks permission to bring claims for damages under Section 47B of the Competition Act 1998 (the "**Act**") as a class representative on behalf of purchasers of Apple-branded and Beats-branded electronics products ("**Apple Products**") sold in the United Kingdom at retail level (other than as part of mobile network operator or mobile virtual network operator contracts) between 31 October 2018 and 15 December 2025 (the "**Relevant Period**") (the "**Proposed Class**").

2. The PCR brings two applications before the Tribunal: first, it seeks permission to serve the proceedings on the Foreign Proposed Defendants outside the jurisdiction; and, second, it seeks a variation of the page limit contained in paragraph 5(a) of Practice Direction 2/2025 in respect of the First Expert Report of Dr Chris Pike.

Permission to serve outside the jurisdiction

3. Rule 31 of the Tribunal Rules specifies that the law applicable to service outside the jurisdiction depends on whether the claimant contends that the proceedings are to be treated as taking place in England and Wales, Scotland or Northern Ireland. Paragraph

153 of the Collective Proceedings Claim Form contends that the proceedings should be treated as proceedings in England and Wales, on the basis that the majority of the proposed class members are likely to be domiciled in that jurisdiction and the legal representatives of the PCR and the Proposed Defendants are in England and Wales.

4. I agree that it is likely that the proceedings are to be treated as taking place in England and Wales for the purposes of rule 18 of the Tribunal Rules. Although the proceedings are directed to the entire UK market, it is likely that the majority of the Proposed Class are likely to be domiciled in England and Wales and any loss sustained by those class members will have been sustained in that jurisdiction. Insofar as any specific issues may arise within the context of these proceedings, in respect of which it would be more appropriate that the forum be Northern Ireland or Scotland, that can be accommodated within the proceedings, the primary forum of which is England and Wales: *Merricks v. Mastercard Inc* [2023] CAT 15, at [9]-[10].

5. The Tribunal therefore approaches service out of the jurisdiction on the same basis as the High Court under the CPR: *DSG Retail Ltd and another v. Mastercard Inc and Others* [2015] CAT 7, at [17]-[18]. By virtue of rule 31(3) of the Tribunal Rules, the Tribunal must also be satisfied that it is the proper place to bring the claim.

6. On an application for permission to serve proceedings such as these outside the jurisdiction, where the forum is England and Wales, the claimant must satisfy the Tribunal that:

   (a) there is a serious issue to be tried on the merits of the claim;

   (b) there is a good arguable case that the claim falls within one or more of the classes of cases set out in PD 6B.3.1; and

   (c) in all the circumstances, England and Wales is clearly or distinctly the appropriate forum for the trial of the action.

   See *Epic Games, supra, Consumers Association (Which?) v. Apple Inc and Others* [2024] CAT 70; *Stephan v. Amazon.com.Inc and Others,* Case No. 1677/7/7/24.

Serious issue to be tried

7. I am satisfied on the basis of the information set out in the Collective Proceedings Claim Form, the First Witness Statement of Justin Le Patourel and the First Expert Report of Dr Chris Pike that there is a serious issue to be tried on the merits of the claim.

8. The PCR's case is that Amazon and Apple entered into agreements which were in breach of the Chapter I prohibition contained in Section 2 of the Act and/or until 31 December 2020 the EU prohibition contained in Article 101 of the Treaty on the Functioning of the European Union ("**Art 101 TFEU**"). These were:

   (a) the Apple Authorised Reseller Agreement between Apple Distribution International Limited ("**Apple DI**") and Amazon Europe S.à.r.l. ("**Amazon EU")** dated 30 April 2014, as amended by the Amendment to the Apple Authorised Reseller Agreement dated 31 October 2018; and

   (b) an agreement dated 31 October 2018 between Amazon.com Services LLC, Amazon EU, Apple Inc., and Apple DI, called the 'Global Tenets Agreement' (together the "**Restrictive Agreements**").

9. The PCR states that the Restrictive Agreements have provided and continue to provide the framework for the sale of Apple Products on Amazon marketplaces in the jurisdictions to which they apply, including the United Kingdom.

10. I am satisfied that the facts alleged in the Collective Proceedings Claim Form and the First Expert Report of Dr Pike disclose a reasonably arguable case that the Restrictive Agreements have the object and/or effect of restricting competition within a number of online and retail markets in the United Kingdom contrary to the Chapter I prohibition and/or Article 101 TFEU.

11. The PCR's case is that the Restrictive Agreements exclude resellers of Apple Products (other than certain authorised resellers selected on criteria which are neither objective nor non-discriminatory) from access to the intermediation services provided by Amazon through its electronic commerce platforms and online shops operated through websites

such as amazon.com and amazon.co.uk and that this has significantly reduced (without any selection based on quality and non-discriminatory criteria) the number of resellers present in a sales channel of considerable importance in the United Kingdom. The PCR further contends that the Restrictive Agreements contain restrictions on the advertisement on Amazon Marketplace of products which compete with Apple Products, namely restrictions on the purchase of advertising in response to searches for Apple Products and during the launch of new Apple Products.

12. The PCR argues that the Restrictive Agreements accordingly restrict both intra-brand and inter-brand competition. The preliminary analysis disclosed in the First Expert Report of Dr Pike is to the effect that the Restrictive Agreements have led to a significant reduction in the number of resellers of Apple Products active on Amazon Marketplace (UK). The PCR contends that the Restrictive Agreements have caused or facilitated overcharges on the purchase price of Apple Products (and continue to do so) – not only Apple Products sold through Amazon but also those sold by Apple and other online and offline retailers - and that many members of the Proposed Class will also have suffered losses from increased financing costs incurred when purchasing Apple Products at inflated prices.

13. I am satisfied, having regard to the prominence of the Amazon platforms and other online shops, and Apple Products in the United Kingdom, that there is a reasonable prospect of establishing that the Restrictive Agreements have appreciably affected trade within the United Kingdom or a substantial part of it, and that, up to 31 December 2020, the Restrictive Agreements had an appreciable effect on intra-Community trade.

14. The PCR's case is that each of the Proposed Defendants is jointly and severally liable for the alleged infringements on the basis that they were parties to the Restrictive Agreements and/or that they were directly involved in the offending conduct and/or that they form part of the same undertaking as other Proposed Defendants who were parties to the offending conduct in circumstances where the conduct of the latter is to be imputed to them.

15. The case advanced by the PCR is essentially the same case as that which was advanced by the same PCR (under a different name) in Case No 1602/7/7/23 *Christine Riefa Class*

Representative Limited v. Apple Inc and Others. Further, it is based on what is essentially (subject to some adjustments) the same expert analysis by Dr Pike. In that case, an order for service out of the jurisdiction was granted by Andrew Lenon KC on 3 November 2023. In that case, the Tribunal refused certification on the basis that the proposed PCR did not satisfy the authorisation condition: [2025] CAT 5. Whilst the Proposed Defendants (which encompassed all of the Proposed Defendants in the present case) criticised the PCR's case and Dr Pike's methodology, they did not resist certification on the basis of the eligibility condition, and the Tribunal endorsed that approach: ibid, paras [120] - [121]. These considerations support the conclusion which I have, independently, reached that, on the substance of the PCR's claim, there is a serious issue to be tried.

16. The PCR's Application for Permission to Serve Out recognises (at paragraphs 87-88) that the Proposed Defendants might seek to contend that a renewed application for a collective proceedings order by the same PCR in respect of the same alleged infringements gives rise to an estoppel or abuse of process. In its Reasoned Order (Permission to Appeal) of 19 February 2025 in Case No 1602/7/7/23, at paragraph [7], the Tribunal observed that the decision to refuse certification on the basis that the authorisation condition had not been met would not prevent a renewed application for certification by a reconstituted PCR or a different PCR. The possibility that the Proposed Defendants might seek to argue the contrary is not a reason to refuse permission to serve these proceedings outside the jurisdiction. Further, having read the First Witness Statement of Mr Le Patourel, I am satisfied that there is a reasonably arguable basis for concluding that the reconstituted PCR may now satisfy the authorisation condition.

17. The PCR has drawn to the Tribunal's attention that the Restrictive Agreements are, or have been, under investigation by the competition authorities in Italy, Spain and Germany. The Italian competition authority, the Autorità Garante della Concorrenza e del Mercato, in a decision dated 16 November 2021, has found that the Restrictive Agreements breached Article 101 TFEU by object and that they had appreciable anti-competitive effects. This decision was overturned on procedural grounds, without criticism of the substantive findings. The Spanish competition authority, the Comisión Nacional de los Mercados y la Competencia, has made a finding that the Restrictive Agreements infringed Article 101 TFEU and Spanish competition rules, albeit that finding is subject to an appeal. The findings in those proceedings about the effects of the

Restrictive Agreements on the market in Italy and Spain also tend to support the conclusion that there is a serious issue to be tried as regards the effects of the Restrictive Agreements on the UK market, although I have been able to satisfy myself that this test is met without requiring to rely to any extent on those findings.

The Gateways

18. The PCR relies on Gateways (3), (9)(a) and (9)(b) in Practice Direction 6B of the CPR.

Gateway (3)

19. I am satisfied that there is a good arguable case that the proceedings fall within Gateway (3).

20. Gateway (3) applies where *"[a] claim is made against a person ('the defendant') on whom the claim form has been or will be served (otherwise than in reliance on this paragraph) and – (a) there is between the claimant and the defendant a real issue which it is reasonable for the court to try; and (b) the claimant wishes to serve the claim form on another person who is a necessary or proper party to that claim*."

21. There are therefore three requirements: (i) There must be at least one anchor defendant served otherwise than via Gateway (3); (ii) There must be "*a real issue which it is reasonable for the court to try*" between the claimant and the anchor defendant(s); and (iii) The other defendants must be "*necessary or proper*" parties to the claim.

(i) Service on anchor defendant

22. As to the first requirement, the anchor defendant for the purposes of this gateway is Amazon EU, the Proposed Fifth Defendant, which has an establishment in the United Kingdom and can be served without permission. The PCR intends to serve the Collective Proceedings Claim Form on Amazon EU.

(ii) Real issue to be tried

23. As to the second requirement, the basis of the claim against Amazon EU, a wholly owned subsidiary of the Amazon.com, Inc., is as follows:

    (a) Amazon EU is a party to the Restrictive Agreements.

    (b) Amazon EU is engaged in the direct sale to customers on Amazon's European marketplaces of the tangible goods that Amazon purchases from third-party suppliers.

    (c) Amazon EU is accordingly, on the PCR's case, liable for the alleged infringements either as a result of its direct involvement in the offending conduct or by implementing it, and it is jointly and severally liable with the other Proposed Defendants for the alleged infringements on the basis that it forms part of the same undertaking as the other Amazon Proposed Defendants and/or entered into one or both of the Restrictive Agreements and/or implemented the alleged infringements and/or was aware of them.

24. I am satisfied that these allegations give rise to a real issue to be tried as between the PCR and Amazon EU.

(iii) ***Necessary or proper parties***

25. I am satisfied that the PCR has a good arguable case that the Foreign Proposed Defendants are necessary or proper parties to the claim on the basis that all the Proposed Defendants are jointly and severally liable for the infringements arising from the Restrictive Agreements which were, on the PCR's case, in the nature of a tortious joint enterprise. The factual and legal allegations against each of the Proposed Defendants are essentially the same. The Foreign Proposed Defendants which are alleged to have entered into and/or implemented the Restrictive Agreements are necessary or proper parties to the proposed proceedings against Amazon EU.

Gateway (9)(a)

26. Gateway (9)(a) applies where "*A claim is made in tort [and] damage was sustained, or will be sustained, within the jurisdiction*".

27. The PCR is claiming on behalf of purchasers of Apple Products in the United Kingdom who the PCR alleges were subject to an overcharge when buying such products. The PCR's case is that the Apple Products will have been bought from the Amazon UK online marketplace and Apple's UK website, in Apple's physical stores in the United Kingdom, and through other online and offline retail channels in the United Kingdom and that the vast majority of purchased Apple Products were likely delivered to UK addresses (where not purchased in a store or purchased online for collection in a store), and in all probability were paid for with a UK debit or credit card or using a UK bank account. I consider that the PCR has a good arguable case that, insofar as the members of the Proposed Class purchased goods in England and Wales, their loss will have been sustained within that jurisdiction on the basis that "*if the loss is paying an overcharge when buying the goods, the loss would seem to be made where the goods are bought*": *Apple Retail UK Ltd v. Qualcomm (UK) Ltd* [2018] EWHC 1188 (Pat) [99].

Gateway (9)(c)

28. I consider that the PCR also has a good arguable case that the Tribunal has jurisdiction over the Foreign Proposed Defendants pursuant to Gateway (9)(c). Gateway (9)(c) applies where "*A claim is made in tort [and] the claim is governed by the law of England and Wales*".

29. The PCR's case is that English law will be applicable by dint of Article 6.3(a) of the Rome II Regulation (No 864/2007), as continued in force with amendments made by Part 4 Article 11 of the Law Applicable to Contractual and Non-Contractual Obligations (Amendment etc) (EU Exit) Regulations 2019. Article 6.3(a) provides that the law applicable to a non-contractual obligation arising out of a restriction of competition shall be the law of the country where the market is, or is likely to be, affected. The market or markets affected by this conduct in the relevant retail channels in the United Kingdom is said to be the entirety of the United Kingdom, including England and Wales. Insofar as the market in England and Wales is affected, English law will be applicable to the claim.

Forum Conveniens

30. I am satisfied that the Tribunal is the proper place to bring these proceedings and that England and Wales is clearly or distinctly the forum in which the case can suitably be tried for the interests of all the parties and for the ends of justice. Through the Collective Proceedings Claim Form, the PCR seeks redress for alleged competition infringements on behalf of a large class of purchasers of Apple Products in the United Kingdom. The PCR seeks to do so under UK and EU competition law by means of the Tribunal's bespoke opt-out collective proceedings regime which enables individuals domiciled in the United Kingdom, for whom there would otherwise be no prospect of viably pursuing claims on an individual basis, to have their claims for damages included in the opt-out proceedings.

31. One anchor defendant is based in the United Kingdom. The Proposed Class Members are persons who made purchases of Apple Products in the United Kingdom and the claims encompassed within these proceedings relate to loss and damage sustained by them in the United Kingdom. The PCR is incorporated and based in the United Kingdom. The law which will fall to be applied is UK competition law and EU competition law applicable in the various jurisdictions of the United Kingdom. I have concluded that there is a good arguable case that the other proposed defendants are necessary and proper defendants in these proceedings. It would be undesirable for the same claim to be litigated across multiple jurisdictions.

32. The market affected is the entirety of the United Kingdom. Although specific issues may, for aught yet seen, arise under the laws of other parts of the United Kingdom in respect of consumers in those jurisdictions, it is on the face of it highly likely that the largest portion of the class will be in England and Wales. Insofar as any specific issues may arise which are particular to purchasers located in Scotland and Northern Ireland, those can be accommodated within proceedings of which the primary forum is England and Wales (see *Merricks v. Mastercard Inc* [2023] CAT 15, paragraphs [9] – [10]).

33. As far as the PCR is aware, there is no similar action being brought on behalf of other individuals in any other jurisdiction which would render England and Wales anything other than clearly and distinctly the proper forum. Whilst I understand that there is a class action claim for damages against Amazon and Apple pending in the United States in respect of their conduct relating to the GTA and which seeks redress on behalf of US

consumers, I am satisfied on the basis of the material referred to in the PCR's application that the United States would not be a suitable forum for vindicating the collective rights of the members of the Proposed Class. In particular, the PCR states that the Sherman Act does not apply extra-territorially.

34. The PCR submits that any jurisdiction clauses in contracts entered into by members of the Proposed Class are not relevant to jurisdiction because they do not extend to non-contractual claims and/or because they are unlawful/unenforceable in the case of consumer contracts as "*unfair*" (see Section 63 and Schedule 2 paragraph 20 of the Consumer Rights Act 2015, as read with Part 2 of that Act). In any event, as the Tribunal noted at [148]-[149] in *Epic Games, supra* (referring to the observations of Rix LJ in the case of *Konkola Copper Mines plc v. Coromin* [2006] EWCA Civ 5), it is for the Proposed Defendants to establish the validity, application, and scope of a jurisdiction clause if they seek to set aside permission to serve outside the jurisdiction.

35. I am satisfied that, even if a material amount of the evidence were to be located outside of England and Wales, this factor would, on the face of it, be insufficient to displace this Tribunal, sitting in England and Wales, as clearly and distinctly the appropriate forum for the trial of the case, having regard to the factors connecting the claim to this jurisdiction.

Application under Practice Direction 2/2025

36. The PCR has applied to the Tribunal under paragraph 7 of Practice Direction 2/2025 (the "**Practice Direction**") to vary the page limit specified in paragraph 5(a) of the Practice Direction in respect of the First Expert Report of Dr Pike. Formatted in accordance with the requirements of the Practice Direction, that Expert Report runs to 176 pages. Paragraph 5(a) of the Practice Direction states that expert report(s) submitted by a proposed class representative for the purposes of an application for a collective proceedings order and accompanying the collective proceedings claim form should not exceed 50 pages.

37. The application was lodged with the Collective Proceedings Claim Form and is supported by the First Witness Statement by Scott Campbell (the "**Statement**"), the

solicitor who has conduct of the claim on behalf of the PCR. In the Statement, Mr Campbell observes:

(a) that paragraph 7 of the Practice Direction states that any application to vary the specified page limits must be made in writing to the Tribunal and (where applicable) must be submitted at least 3 working days before the relevant document is due to be submitted but that there is no date by which an application for a collective proceedings order is "*due to be submitted*";

(b) that the Practice Direction does not specify whether an application of this kind is to be made on notice to the Proposed Defendants; though Mr Campbell anticipates that the Proposed Defendants will have an opportunity to "*engage with the application before the Tribunal reaches any decision*".

38. Paragraph 5 of the Practice Direction sets page limits for expert reports filed in support of, and in response to, an application for a collective proceedings order. It does so with a view to dealing with such applications justly and at a proportionate cost in a manner consistent with the Governing Principles set out in rule 4 of the Tribunal Rules. The page limits prescribed in the Practice Direction are intended to ensure that the expert reports are well-focused and kept within a reasonable compass. This should benefit both the parties and the Tribunal. The page limits identified in paragraph 5(a) for the expert report(s) filed in support of the application and in response are a package, specified in light of the Tribunal's experience of dealing with such applications, and intended to enable the Tribunal efficiently to identify and engage with the respective expert positions. As the preamble to the Practice Direction states, the page limits specified are "*mandatory"* unless varied by the Tribunal.

39. Where a proposed class representative seeks a variation of the page limit specified in paragraph 5(a) of the Practice Direction, the application should, if possible, be made in good time before the lodging of the collective proceedings claim form, so that the Tribunal can determine the application before the claim form and supporting documents (including the expert report) are finalised and lodged. If this is not done, the proposed class representative runs the risk that the Tribunal may refuse the application, with the consequence that the report has to be revised and resubmitted and, potentially, that the

claim form may also have to be revised. Such an application, made in advance of the claim form being lodged with the Tribunal will necessarily be made without notice.

40. According to the Statement, Dr Pike's report was *"substantially finalised"* before the Practice Direction came into effect and it must have been apparent, once the Practice Direction was promulgated, that a variation to the page limit specified in paragraph 5(a) would be required if the report was to be accepted by the Tribunal in its present form. Although Mr Campbell is correct that the Practice Direction does not specify a time limit for seeking a variation to the page limit specified for the expert report which supports an application for a collective proceedings order, it is surprising that he did not seek guidance from the Tribunal at an earlier stage as to the approach which should be taken to an application for such a variation. I propose to leave out of consideration factors (specifically the cost which would be incurred by reason of redrafting the claim form if I were to require Dr Pike's report to be revised and resubmitted to meet the requirements of the Practice Direction) which arise because the PCR has chosen to submit the application with the Collective Proceedings Claim Form rather than to engage with the Tribunal at an earlier stage.

41. Nevertheless, and notwithstanding that Dr Pike's report very substantially exceeds the page limit specified in the Practice Direction, in the unusual circumstances of this case, I am satisfied that the application should be granted. The present proceedings are materially the same as *Christine Riefa Class Representative Ltd, supra.* The Proposed Defendants were all defendants in those proceedings. Dr Pike's report is an updated version of the report which he prepared for the purposes of those proceedings. According to Mr Campbell, the Proposed Defendants had, in the context of the *Riefa* proceedings, engaged with the previous version of the report. It is a significant consideration that Mr Campbell states that the updated report was "*substantially finalised"* before the coming into effect of the Practice Direction. He states that in order to bring the report within the 50-page limit, Dr Pike would require to undertake substantial rewriting and that this would take some two months at an estimated cost of around £180,000 including VAT. In circumstances where these proceedings advance the same case as that advanced in *Christine Riefa Class Representative Ltd, supra* and the work to revise Dr Pike's previous report for the purposes of these proceedings was already substantially finalised before the Practice Direction came into effect, I have

concluded that it would be disproportionate to require that cost to be incurred at this stage.

42. I have acceded to the PCR's application to vary the page limit as regards Dr Pike's report for the purposes of service of the claim form and supporting documents. Paragraph 5(b) of the Practice Direction specifies a 40-page limit on expert report(s) submitted by the proposed defendant in opposing the making of a collective proceedings order. Should the Proposed Defendants, or any of them, anticipate exceeding that page limit they will require to apply to the Tribunal for a variation in accordance with paragraph 7. I grant liberty to the Proposed Defendants to apply to the Tribunal to require Dr Pike's report to be resubmitted in a form which complies with the Practice Direction. That liberty is consistent with the assumption expressed in the Statement that the Proposed Defendants would be afforded an opportunity to engage with the application for a variation.

James Wolffe KC
Chair of the Competition Appeal Tribunal

Made: 30 January 2026
Drawn: 30 January 2026