



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: As set out in Annex 1

BETWEEN:

THE SECOND WAVE TRUCKS CLAIMANTS

Claimants

– and –

THE SECOND WAVE TRUCKS DEFENDANTS

Defendants

(the “Second Wave Trucks Proceedings”)

CONSENT ORDER

UPON the following definitions applying for the purpose of this Order:

- “**NMC Proceedings**” means the proceedings with case number 1686/5/7/24 (T);
- “**Iveco Defendant**” means the Defendant in the NMC Proceedings; and
- “**Niall McCann**” means the Claimant in the NMC Proceedings;

AND UPON the Court being informed that Niall McCann and the Iveco Defendant have agreed confidential terms of settlement

AND UPON the parties to this Order recognising the guidance of the Tribunal in the Tribunal’s Ruling on Umbrella Proceedings Cost Sharing Orders, [2024] CAT 12:

(1) The effect of the settlement is that Niall McCann (the “**Settling Claimant**”) ceases to have a claim against the Iveco Defendant (the “**Settling Defendant**”). To the extent that the Tribunal has any costs jurisdiction over the Settling Claimant and/or the Settling Defendant (as to which this order says nothing), a costs order against one of them in favour of the other may not be a just exercise of the Tribunal's costs discretion.

(2) Whilst the Settling Defendant (if still a party to the Second Wave Trucks Proceedings) would be entitled, as appropriate, to seek costs orders against those claimants in the Second Wave Trucks Proceedings who have not settled (“**Non-Settling Claimants**”), the Tribunal will be reluctant to order such Non-Settling Claimants to pay costs that are attributable to the Settling Claimant.

(3) The Tribunal may, accordingly, reduce the costs recoverable by the Settling Defendant (if still a party to the Second Wave Trucks Proceedings) against Non-Settling Claimants by an amount referable to the costs incurred prior to the date of the settlement that would (but for the settlement) have been paid by the Settling Claimant.

(4) Whilst the Settling Claimant (if still a party to the Second Wave Trucks Proceedings) would be entitled, as appropriate, to seek costs orders against those defendants in the Second Wave Trucks Proceedings who have not settled (“**Non-Settling Defendants**”), the Tribunal will be reluctant to order such Non-Settling Defendants to pay costs that are attributable to the Settling Defendant.

(5) The Tribunal may, accordingly, reduce the costs recoverable by the Settling Claimant (if still a party to the Second Wave Trucks Proceedings) against Non-Settling Defendants by an amount referable to the costs incurred prior to the date of the settlement that would (but for the settlement) have been paid by the Settling Defendant.

AND UPON reading a draft of this order endorsed by the solicitors for Niall McCann and the solicitors for the Iveco Defendant.

BY CONSENT IT IS ORDERED THAT:

1. The Proceedings be dismissed.
2. There be no order as to costs.

Annex One

1686/5/7/24 (T) Niall McCann t/a NMC Haulage -v- Iveco S.P.A