Neutral citation [2026] CAT 59

Case Nos: 1763/7/7/26
1765/7/7/26

IN THE COMPETITION APPEAL TRIBUNAL

Salisbury Square House
8 Salisbury Square
London EC4Y 8AP

17 July 2026

Before:

HODGE MALEK KC
(Chair)
HUGH KELLY
PAULA RIEDEL

Sitting as a Tribunal in England and Wales

BETWEEN:

HAULAGE CUSTOMER CLAIM LIMITED

Applicant /
Proposed Class Representative

\- v -

(1) SCANIA (GREAT BRITAIN) LIMITED
(2) SCANIA AKTIEBOLAG (PUBL)
(3) SCANIA CV AB (PUBL)
(4) SCANIA DEUTSCHLAND GMBH

Respondents /
Proposed Defendants

(the **HCCL Proceedings**)

AND BETWEEN:

JLP TCR LIMITED

Applicant /
Proposed Class Representative

\- v -

(1) SCANIA AKTIEBOLAG (PUBL)
(2) SCANIA CV AB (PUBL)
(3) SCANIA DEUTSCHLAND GMBH

Respondents /
Proposed Defendants

(the **JLP Proceedings**)

Heard at Salisbury Square House on 17 July 2026

JUDGMENT (AMENDMENT, SERVICE OUT & STAY)

APPEARANCES

Mark Brealey KC, and Daniel Cashman, (instructed by Fieldfisher LLP and Edwin Coe LLP) appeared on behalf of the HCCL and JLP Proposed Class Representatives.

A. INTRODUCTION

1. The Tribunal has received two applications for a collective proceedings order (**CPO**) under section 47B of the Competition Act 1998 (**CA98**). The first application was filed on 29 January 2026 by Haulage Customer Claim Limited (**HCCL**) and is brought against (1) Scania (Great Britain) Limited, (2) Scania Aktiebolag (Publ), (3) Scania CV Aktiebolag (Publ), and (4) Scania Deutschland GmbH (the **HCCL CPO Application**). The second application was lodged on 30 January 2026 by JLP TCR Ltd (**JLP**) and is brought against the same Scania Proposed Defendants, save for Scania (Great Britain) Limited (the **JLP CPO Application**) (together, the **CPO Applications**).

2. Both HCCL and JLP are special purpose vehicles created for the purpose of bringing these proceedings. Mr Robert Mason, a partner at the firm Forensic Risk Alliance, is the sole director and member of HCCL. Mr Justin Le Patourel is the sole director and member of JLP. Mr Le Patourel has prior experience of acting as a class representative, and he is a director of the Class Representatives Network.

3. The claims which both HCCL and JLP (together, the **PCRs**) seek to combine follow on from a decision of the European Commission (the **Commission**) addressed to the Scania Proposed Defendants, published on 27 September 2017 (the **Scania Decision**), which was upheld by the General Court of the European Union (**GC**) in Case T-799/17 on 2 February 2022 and further upheld by the Court of Justice of the European Union (**CJEU**) in Case C-251/22 P on 1 February 2024.

4. The Scania Decision follows an earlier decision of the Commission dated 19 July 2016 (the **Settlement Decision**). The Settlement Decision is addressed to a number of major European truck manufacturers, comprising DAF, Daimler, Iveco, MAN and Volvo/Renault (the **Settling Manufacturers**), who admitted their involvement in the Infringement (see paragraph 5 below) in which the Scania Proposed Defendants participated (together, the **Trucks Manufacturers**).

5. The Scania Decision found that the Scania Proposed Defendants, together with the Settling Manufacturers, exchanged price lists and colluded over price increases associated with meeting European emissions standards between 17 January 1997 and 18 January 2011 (the **Infringement**). The exchanges were in relation to trucks of between 6 and 16 tonnes (medium trucks) and trucks over 16 tonnes (heavy trucks).

6. Many claims have already been issued in the UK and elsewhere in Europe in relation to the Infringement. In the UK, Royal Mail was the first claimant to issue a claim against DAF for damages in the English High Court in December 2016 and a large number of claims by a wide variety of claimants against the Truck Manufacturers followed. Almost all of the claims were grouped into either the First Wave Trucks Proceedings or the Second Wave Trucks Proceedings and transferred to the Tribunal: see [2024] CAT 2. In addition, an opt-in collective action was issued by the Road Haulage Association on behalf of direct purchasers of trucks for road haulage operations (Case 1289/7/7/18, the **RHA Claim**). The issues in those proceedings, including overcharge and pass-on, are relevant to the issues in these proceedings.

7. Many of the issues to be resolved have been litigated before, or are currently being litigated, although the only substantive judgment to-date was given by the Tribunal following Trial 1 of the First Wave Trucks Proceedings: *Royal Mail and BT v DAF* [2023] CAT 6 (***Royal Mail v DAF***) (upheld by the Court of Appeal: see [2024] EWCA Civ 181).

8. The claims in the JLP Proceedings and the HCCL Proceedings are materially the same. Both classes comprise UK domiciled persons who purchased haulage services in the UK from haulage providers. Both claims are brought on an opt-out basis. They allege that the haulage providers paid an unlawfully inflated price for trucks weighing over 6 tonnes (the subject of the cartel) and the hauliers passed-on some or all of this overcharge to the class members in the form of higher haulage rates. HCCL states that the total upstream overcharge to the truck hauliers who purchased, from both cartelists and non-cartelists, is estimated at £873 million. The total downstream overcharge to the class is estimated at £436 million assuming a 50% pass on rate and simple interest.

There are said to be circa 127,000 to 305,000 members of the class. The JLP claim is in the region of £1 billion to £1.7 billion depending on the downstream pass on rate which is estimated at between 50 and 75%. JLP estimated that there will be up to approximately 1.1 million to 1.4 million members of the proposed class.

B. BACKGROUND

9. As set out in paragraph 1 above, the HCCL CPO Application was filed on 29 January 2026 and the JLP CPO Application on 30 January 2026. HCCL calculated that the limitation period for bringing a claim against the Scania Proposed Defendants in the Tribunal expired on 31 January 2026, whereas JLP was of the view that the limitation period expired on 2 February 2026.

10. Both CPO Applications were filed without funding and insurance having been finalised. As explained in the first witness statement of Mr Richard Pike, Partner at the Fieldfisher LLP (**Fieldfisher**), dated 30 January 2026 which accompanied the JLP collective proceedings claim form:

> "14. With the limitation deadline rapidly approaching, we and the PCR had to reach a decision on whether to proceed with the Claim without funding and insurance having been finalised or, instead, allow it to lapse with the result that Proposed Class Members would lose any scope for redress.
>
> 15. I understand that while the CAT Rules 2015 include a list of requirements for the Application (Rule 75(2)), including the basis on which the PCR seeks to be authorised to act under Rule 78 and how the PCR contends it has satisfied the criteria for certification and approval under Rule 79, these do not strictly require the funding and insurance to be in place at the point at which a claim is issued.
>
> 16. In these circumstances, and anticipating that funding and insurance terms will be offered shortly, the PCR has decided to issue the CPCF before the limitation deadline despite funding and insurance not formally being in place at this time. The PCR and I agree it would be preferable to have all the funding and insurance in place at the point the Claim is issued but, unfortunately, that has not been possible on this occasion despite our best endeavours.
>
> 17. Once funding arrangements are finalised, the PCR and I will promptly inform the Tribunal by filing further witness statements to explain the funding and insurance terms secured."

11. Similarly, as regards the HCCL CPO Application, the first witness statement of Mr Robert Mason stated:

> "66. The PCR has finalised the terms of a LFA with Legal Fee Finance (Jersey) Limited ICC…, which is conditional on the fulfilment of certain conditions as specified in the side letters … dated 29 January 2026.... Due to the fact that limitation will expire on 31 January 2026, the PCR's solicitors have had to proceed with issuing the claim. I will ensure that the Tribunal is updated on the finalisation of the funding documents."

(1) Service of a collective proceedings claim form

12. As explained in the Tribunal's Guide to Proceedings 2015:

> "6.16. The Registrar will direct the proposed class representative to serve on the [proposed] defendant the collective proceedings claim form and any evidence relied on, save where the Tribunal's permission is required to serve out of the jurisdiction (see Rules 76(1) – (2) [of the Competition Appeal Tribunal Rules 2015]). The Registrar's direction in relation to service may specify the time and method by which service must be carried out, as well as any other matter, ... The Tribunal will provide the claimant with the acknowledgment of service form, which is to be included with the claim form when it is served on the defendant.
>
> …
>
> 6.22. If one or more defendants are domiciled outside the Tribunal's jurisdiction, the Tribunal's permission may be required for service…"

13. Thus, it is the duty of the proposed class representative to serve the collective proceedings claim form on the proposed defendant(s). The collective proceedings claim form must usually be served on a UK-domiciled proposed defendant within four months of the date of the Registrar's directions for service letter; and six months from the date of the Registrar's letter where a proposed defendant is domiciled outside the jurisdiction. This is consistent with Civil Procedure Rule (**CPR**) rule 7.5. However, unlike the position under the CPR, where the time for service starts to run from the date of issue of the claim form, in the Tribunal time for service of the collective proceedings claim form only begins from the date of the Registrar's directions for service letter.

14. Due to the events set out at paragraphs 15 – 26 below, the Tribunal has not yet sent a directions for service letter to HCCL or JLP.

(2) Correspondence in relation to the HCCL CPO Application

15. In the letter accompanying the HCCL CPO Application, HCCL's solicitors, Edwin Coe LLP (**Edwin Coe**), stated that the Tribunal may wish to delay giving directions for service of the collective proceedings claim form as the solicitors for the Scania Proposed Defendants, Allen Overy Shearman Sterling LLP (**Allen Overy Shearman**), may wish to accept service of the collective proceedings claim form within the jurisdiction. In its letter dated 30 January 2026, the Tribunal explained that it would delay giving directions for service, but that Edwin Coe should keep the Tribunal informed of developments.

16. On 18 February 2026, Edwin Coe wrote to the Tribunal requesting that the Tribunal delay issuing directions for service until after 6 March 2026. The Tribunal responded on the same date and acceded to the request. The Tribunal noted however that it did not have a precise indication of when HCCL intended to be in a position to serve the collective proceedings claim form on the Scania Proposed Defendants, and that this situation could not prevail indefinitely.

17. Edwin Coe wrote a further letter to the Tribunal on 6 March 2026. It explained (i) that it had not been possible to complete the funding, including both insurance and capital provision, as at the time of writing; (ii) requested that the Tribunal allow a further period of 28 days for a delay on issuing directions on service until after 7 April 2026; and (iii) that an application to serve the collective proceedings claim form of the jurisdiction could be avoided.

18. The Tribunal responded on 10 March 2026 and explained the position regarding service of the collective proceedings claim form remained unsatisfactory. Nonetheless, the Tribunal granted the extension, allowing HCCL additional time (until mid-April 2026) to serve the collective proceedings claim form on the Scania Proposed Defendants. The Tribunal stated that it intended to publish a summary of the collective proceedings claim form on its website. The summary was published on 26 March 2026.

(3) Correspondence in relation to the JLP CPO Application

19. On 5 February 2026 the Tribunal wrote to the solicitors for JLP, Fieldfisher, explaining that, in accordance with Rule 76(1) of the Competition Appeal Tribunal Rules 2015 (the **Tribunal Rules**), the Registrar, upon receiving a collective proceedings claim form, will direct service of it on the proposed defendant(s). The Tribunal noted however that none of the Scania Proposed Defendants is domiciled in the United Kingdom. JLP would therefore need to make an application for permission to serve the collective proceedings claim form out of the jurisdiction. The indicative timetable annexed to JLP's Litigation Plan stated that JLP expected to file an application for permission to serve the collective proceedings claim form out of the jurisdiction in April to May 2026. The Tribunal asked the solicitors for JLP to provide a more precise indication as to when JLP intended to file its service out application.

20. Fieldfisher responded on the same date and stated that service out is connected to the question of funding and insurance since JLP would not propose to serve the collective proceedings claim form unless funding and insurance are in place. JLP said that it would provide a further update to the Tribunal in three weeks.

21. Fieldfisher provided a further update on 26 February 2026. In its letter it stated (i) that JLP still had not obtained any firm offers of funding but had now received initial indications of interest from approximately ten different funders; and (ii) it was anticipated that JLP would apply for permission to serve out of the jurisdiction by no later than the end of April 2026 and JLP would do its utmost to apply sooner if that is practicable.

22. On 5 March 2026 Fieldfisher informed the Tribunal that, in tandem with the funding discussions, it was also now engaged in discussions with the solicitors for another proposed class representative that had filed its own similar claim, with a view to avoiding any carriage dispute that may otherwise arise.

23. The summary of the JLP collective proceedings claim form was published on 26 March 2026.

24. On 16 April 2026, Fieldfisher filed JLP's application for permission to serve the collective proceedings claim form out of the jurisdiction. The second witness statement of Mr Richard Pike was enclosed in support of the service out application. JLP requested that the application be considered at a short without notice hearing alongside the service out application in the HCCL Proceedings.

25. The next day, Edwin Coe wrote to the Tribunal stating that, further to Fieldfisher's letter dated 5 March 2026, Edwin Coe had been in discussions with Fieldfisher and suggested that it would be an efficient use of the Tribunal's time and resources if HCCL's application for permission to serve out of the jurisdiction, as well as the application for permission to be issued by Fieldfisher on behalf of JLP, be dealt with together at an oral hearing. An oral hearing would also allow the Tribunal the opportunity not only to consider the service out applications, but also to address the procedural/case management issues that flow from the two competing applications and the directions on future management of the claims.

26. On 10 June 2026, the Tribunal wrote to the solicitors for both PCRs and listed an *ex parte* hearing on 17 July 2026 (the **17 July hearing**) to consider the service out applications and the adequacy of the funding arrangements in each set of proceedings. The Tribunal requested that the solicitors for both PCRs provide an update on the latest funding arrangements as soon as possible and in any event by no later by close of business on 15 June 2026.

(4) Agreement by HCCL and JLP to pursue the collective proceedings through the medium of the JLP Proceedings

27. Fieldfisher, writing on behalf of JLP and Edwin Coe, provided a further update in its letter dated 15 June 2026. They explained that JLP's funding discussions had progressed a great deal and they were hopeful that they would be able to furnish the Tribunal with an almost final, or an executed, Litigation Funding Agreement (**LFA**) in time for the 17 July hearing. In particular, an agreement in principle had been reached with a funder on terms for funding the litigation and a formal LFA was in the process of being prepared. The letter explained that the PCRs intended to make an application to the Tribunal within 21 days

to: (i) amend the collective proceedings claim form and supporting documents, including the litigation plan, in the JLP Proceedings to reflect the fact that Mr Le Patourel and Mr Mason had agreed to work together; and (ii) request a stay of the HCCL CPO Application. The letter stated that both Edwin Coe and Fieldfisher will act for JLP, with work on the JLP Proceedings divided between them. The letter also enclosed a draft order containing directions for the 17 July hearing. The order was made by the Chair, Hodge Malek KC, on 17 June 2026.

28. Pursuant to the directions order, JLP/HCCL made the following applications on 6 July 2026:

(1) An application for permission to amend the collective proceedings claim form in the JLP Proceedings (the **Amendment Application**).

(2) An application for permission to serve the JLP collective proceedings claim form out of the jurisdiction (the **Service Out Application**).

(3) An application to stay the HCCL Proceedings (the **Stay Application**).

29. In support of the Amendment Application, JLP filed the amended first witness statement of Mr Le Patourel (**Amended Le Patourel 1**).

30. Shortly before the 17 July hearing, JLP filed the Second Witness Statement of Mr Le Patourel and the accompanying exhibit dated 16 July 2026 (**Le Patourel 2**). Le Patourel 2 provided the Tribunal with an update on the funding and ATE Insurance arrangements for the JLP Proceedings.

31. La Patourel 2 explained that the LFA had now been concluded with Asertis Limited (**Asertis**). Asertis has agreed to provide total Claim Funding of £18,257,143. This is the full amount of the Budget proposed by JLP's legal representatives including insurance premiums, VAT and a 10% contingency (on all items except insurance premiums). However, Mr Le Patourel noted that the conditions precedent to funding in Clause 2 of the LFA had not yet been fulfilled.

32. As regards the ATE insurance arrangements, Le Patourel 2 explained that the ATE policy is underwritten by Toremis Specialty Limited and Mosaic Syndicate Services Limited. The ATE policy includes an anti-avoidance provision.

C. AMENDMENT APPLICATION

33. JLP requests the permission of the Tribunal, pursuant to rules 4(5) and 32 of the Tribunal Rules, to amend the JLP collective proceedings claim form. These Rules provide (so far as is materials) as follows:

> "**4**.—(1) The Tribunal shall seek to ensure that each case is dealt with justly and at proportionate cost.
>
> (2) Dealing with a case justly and at proportionate cost includes, so far as is practicable—
>
> (a) ensuring that the parties are on an equal footing;
>
> (b) saving expense;
>
> (c) dealing with the case in ways which are proportionate—
>
> (i) to the amount of money involved;
>
> (ii) to the importance of the case;
>
> (iii) to the complexity of the issues; and
>
> (iv) to the financial position of each party;
>
> (d) ensuring that it is dealt with expeditiously and fairly;
>
> (e) allotting to it an appropriate share of the Tribunal's resources, while taking into account the need to allot resources to other cases; and
>
> (f) enforcing compliance with these Rules, any practice direction issued under rule 115, and any order or direction of the Tribunal.
>
> (3) Each party's case shall be fully set out in writing as early as possible.
>
> (4) The Tribunal shall actively manage cases.
>
> (5) Active case management includes—
>
> (a) encouraging the parties to co-operate with each other in the conduct of the proceedings;
>
> (b) identification of and concentration on the main issues as early as possible;

(c) fixing a target date for the main hearing as early as possible together with a timetable for the proceedings up to the main hearing, taking into account the nature of the case;

(d) adopting fact-finding procedures that are most effective and appropriate for the case;

(e) planning the structure of the main hearing in advance with a view to avoiding unnecessary oral evidence and argument; and

(f) ensuring that the main hearing is conducted within defined time-limits.

…

32.—(1) A claim form may only be amended—

(a) with the written consent of all the parties; or

(b) with the permission of the Tribunal.

(2) Where any relevant period of limitation has expired, the Tribunal may permit an amendment—

(a) to add or substitute a new claim, but only if the new claim arises out of the same facts or substantially the same facts as a claim in respect of which the party applying for permission has already claimed a remedy in the proceedings;

(b) to correct a mistake as to the name of a party, but only where the mistake was genuine and not one which would cause reasonable doubt as to the identity of the party in question; or

(c) to alter the capacity in which a party claims, but only if the new capacity is one which that party had when the proceedings started or has since acquired."

34. Amended Le Patourel 1 explained that those involved in the JLP Proceedings and the HCCL Proceedings had agreed, subject to the views of the Tribunal, to work together to advance a single set of collective proceedings through the JLP Proceedings. This would avoid the costs, delay and uncertainty associated with a carriage dispute.

35. In *Ad Tech v Alphabet* [2023] CAT 65 (***Ad Tech***) the Tribunal observed that where a carriage dispute is resolved by agreement between those having conduct of rival applications for certification, this Tribunal will be slow to second guess that agreement. It is the Tribunal's function to ensure that cases proceed to certification as quickly as reasonably possible.

36. Mr Le Patourel, who was JLP's sole director and member, had agreed that Mr Robert Mason would become a director and member of JLP. Mr Chris Warner would be appointed as a third director of JLP. His role will be to act as: (i) an advisor to Mr Le Patourel and Mr Mason; (ii) a mediator if there is a situation where Mr Le Patourel and Mr Mason are unable to come to an agreement; and ultimately (iii) a casting voter, if necessary, to resolve any deadlock between them. Prior to the hearing of the Applications, the appointment of the directors was made and hence JLP now has a board of 3 directors.

37. JLP has instructed Edwin Coe to act jointly with Fieldfisher. Both firms have agreed a working protocol to avoid duplication of time and costs as far as possible.

38. JLP has instructed HCCL's claims' administrator, Angeion Group International LLC (**Angeion**), in place of its original claims administrator, Epiq.

39. JLP has modified its counsel team to include leading counsel instructed by HCCL instead of the leading counsel previously instructed by JLP.

40. The JLP class definition has been amended in one respect in the light of the definition in the HCCL Proceedings, which excluded any person that was engaged in the business of haulage during the relevant period. This was done to avoid any conflict of interest in the case of a person who both sold and purchased haulage services.

41. The JLP collective proceedings claim form has been amended to reflect these developments and adopts various passages from the HCCL collective proceedings claim form that particularise the pass-on of the overcharge to the class members.

Tribunal's analysis

42. Pleadings, and in particular statements of case, play a very important role in proceedings before the Tribunal. The pleadings define the issues for trial and judgment. In that way, the parties know the issues on which they should direct

their evidence, including their expert evidence, the challenges to the evidence of the other party, and what they need to prove at trial. Equally, they inform the Tribunal as to the scope of the trial and assist with effective case management.

43. The Tribunal has a wide discretion in deciding whether or not to permit amendments, and the Amendment Application is dealt with on the basis of the general principles that the case should be in a form that it can be dealt with justly, at a proportionate cost and in accordance with the governing principles set out in rule 4 of the Tribunal Rules. The Tribunal must consider: how clear are the amendments; are they necessary; how important they are; and, do they assist the parties in understanding what the issues are between them?

44. Looking at the proposed amendments, they are clear and they are supported by the witness evidence in the core bundle. Insofar as the amendments reflect a change in the board of the class representative, the Tribunal has reviewed the CVs of the three directors; that is Messrs Le Patourel, Mason, and Warner. They are all familiar names to the Tribunal, and they would at this stage appear to be appropriately qualified, subject to whatever submissions may be made by the Scania Proposed Defendants at the certification stage.

45. As regards the references to the counsel team and the solicitors, they are all well known to the Tribunal. They have got a great deal of experience in competition litigation, and the Tribunal has no difficulty in the composition of them.

46. There is an issue that will have to be dealt with further down the line, but that the Tribunal is not going to resolve on these Applications: the level of costs that may be incurred by having effectively two firms of solicitors and having more than one director to be paid for as part of the board of JLP. But that all can be dealt with later at the certification stage.

47. The change of the claims administrator to Angeion appears to be well justified, because it may end up saving costs. As the proposed claims administrator, it appears at this stage to be well qualified.

48. The change of the class definition proposed does not widen the class, and it does not appear that there is any widening of scope or the introduction of a new claim outside the limitation period, not arising out of the same facts within the meaning of rule 32(3).

49. In all those circumstances, having reviewed each of the proposed amendments the Tribunal considers it is just, reasonable and proportionate to allow all the amendments sought by JLP.

D. SERVICE OUT APPLICATION

50. The Scania Proposed Defendants are:

(1) First Proposed Defendant Scania AB (publ), with an address at Vagnmakarvägen 1, CK3 Reception, 15 187 Södertälje, Sweden;

(2) Second Proposed Defendant Scania CV AB (publ), with an address at Vagnmakarvägen 1, CK3 Reception, 15 187 Södertälje, Sweden; and a UK establishment office at Delaware Drive, Tongwell, Milton Keynes MK 15 8HB; and

(3) Third Proposed Defendant Scania Deutschland GmbH, with an address at August-Horch-Str. 10 56070, Koblenz, Rheinland-Pfalz, Germany.

51. All three Scania Proposed Defendants are addressees of the Scania Decision, they are members of the Scania corporate group, and they form part of a single economic entity for the purposes of Article 101 TFEU. The Scania Decision describes the three Scania Proposed Defendants at §8. The First Scania Proposed Defendant is described as the ultimate parent of the whole Scania Group, holding 100% of the shares in the Second Scania Proposed Defendant. The Second Scania Proposed Defendant is described as "the operational parent company of the entire Scania group" which includes the distribution of trucks in most European countries. The Second Scania Proposed Defendant held 100% of the shares in Scania (Great Britain) Limited which was responsible for marketing and sales of trucks in the United Kingdom and held 100% of the

shares in the Third Scania Proposed Defendant which participated in the price-fixing cartel.

52. JLP considers that no permission is required to serve the JLP collective proceedings claim form and supporting documents on the Second Scania Proposed Defendant, Scania CV (AB). As explained in the third witness statement of Mr Pike (**Pike 3**), Scania CV AB has a registered place of business in Milton Keynes. Companies House has its first UK registration form under s.691 of the Companies Act 1985 — recorded as its first UK establishment having opened in 1997. Thus, Companies House currently lists it as having a UK establishment. Section 1139 of the Companies Act 2006 provides:

> "… (2) A document may be served on an overseas company whose particulars are registered under section 1046—
>
> > (a) by leaving it at, or sending it by post to, the registered address of any person resident in the United Kingdom who is authorised to accept service of documents on the company's behalf, or
> >
> > (b) if there is no such person, or if any such person refuses service or service cannot for any other reason be effected by leaving it at or sending by post to any place of business of the company in the United Kingdom."

53. In *Teekay Tankers Ltd v Six Offshore & Shipping Co* [2014] EWHC 3612 (Comm), Hamblen J (as he then was) adopted a wide interpretation of limb (b) holding that opening a UK establishment as a matter of public record involved opening that establishment as a place of business: at §§33 – 48. Further, CPR rule 6.9 refers to the ability to serve a company (not registered in England and Wales) at any place within the jurisdiction where the corporation carries on its activities. It is submitted therefore that Scania CV AB can be served by sending the Claim Form to the registered address in Milton Keynes, as it has a registered establishment there and limb (b) of section 1139(2) applies: and, as the operational parent company of the Scania Group in the UK, it carries on business there.

54. In *Stephan v Amazon.com Inc* (Reasoned Order of Ben Tidswell dated 12 July 2024), the Tribunal was prepared to give permission to serve a defendant out of the jurisdiction on a protective basis notwithstanding that it was a registered

overseas company under section 1139(2) Companies Act 2006. JLP wishes for the same indulgence to avoid undue delay if Scania CV AB subsequently contends that the PCRs' understanding of its place of business is factually incorrect.

55. As the First and Third Scania Proposed Defendants are not based within the jurisdiction, permission of the Tribunal is required for service of the collective proceedings claim form outside the jurisdiction in Sweden and in Germany pursuant to Rules 31 and 76(2) of the Tribunal Rules. Rule 31(2) – (3) provides as follows:

> "(2) Where the permission of the Tribunal is required for service of the claim form on one or more foreign defendants out of the jurisdiction, the claimant shall make an application for permission verified by a statement of truth setting out—
>
> > (a) the address of such foreign defendant or, if not known, in what place that defendant is, or is likely, to be found; and
> >
> > (b) that the claimant believes that the claim against any such foreign defendant has a reasonable prospect of success; and
> >
> > (c) if under rule 30(3)(b), the claimant contends that the proceedings are to be treated as taking place in England and Wales, which ground set out in paragraph 3.1 of Practice Direction 6B of the CPR is relied on;
> >
> > …
> >
> > (f) any material facts relied on.
>
> (3) Where paragraph (2) applies, the Tribunal shall not give permission for service out of the jurisdiction unless satisfied that the Tribunal is the proper place in which to bring the claim."

56. The claim concerns the purchase of haulage services by businesses in the UK, and a very large part of the class is domiciled in England and Wales. JLP is also incorporated under the laws of England and Wales. In addition, JLP avers that the Second Scania Proposed Defendant, which was the operational parent company of the Scania Group, has an office established in the jurisdiction. England and Wales is therefore the appropriate forum for the JLP Proceedings. The Tribunal approaches service out of the jurisdiction on the same basis as the High Court under the CPR.

57. The principles were summarised by the Tribunal in *Epic Games v Apple* [2021] CAT 4 at §78 and recently applied by the Tribunal in *Clare Spottiswoode CBE v Airwave Solutions Limited* [2024] CAT 72 (***Spottiswoode***):

> "(a) There is a serious issue to be tried on the merits of the claim: i.e. that there is a real as opposed to fanciful prospect of success on the claim. This is the same test as would be applied if the PCR were resisting a summary judgment application by the defendant: *AK Investment CJSC v Kyrgyz Mobile Tel Ltd* [2011] UKPC 7 at [71].
>
> (b) There is a good arguable case that the claim falls within one or more of the categories of case, generally referred to as 'gateways', set out in CPR Practice Direction 6B at para. 3.1. For this requirement, 'good arguable case' means that the PCR has the better of the argument on whether the claim comes within the gateway(s) relied upon. Where this depends on an issue of law, the Tribunal would normally decide that issue as opposed to determining whether there is a good arguable case on it: *AK Investment CJSC* at [81]. Insofar as this involves an issue on the facts, the effect of the test is as follows:
>
>> '(i) that the claimant must supply a plausible evidential basis for the application of a relevant jurisdictional gateway; (ii) that if there is an issue of fact about it, or some other reason for doubting whether it applies, the court must take a view on the material available if it can reliably do so; but (iii) the nature of the issue and the limitations of the material available at the interlocutory stage may be such that no reliable assessment can be made, in which case there is a good arguable case for the application of the gateway if there is a plausible (albeit contested) evidential basis for it.'
>
> Per Lord Sumption in *Brownlie v Four Seasons Holdings Inc* [2017] UKSC 80 at [7], as approved in *Goldman Sachs International v Novo Banco SA* [2018] UKSC 34 at [9].
>
> (c) In all the circumstances, England is clearly or distinctly the appropriate forum for the trial of the claim and the Tribunal ought to exercise its discretion to permit service of proceedings out of the jurisdiction. This is reflected in rule 31(3) of the [Tribunal Rules]. As regards this requirement, the task of the Tribunal is first, to identify the forum in which the case can be suitably tried for the interests of all the parties and for the ends of justice; and then to determine whether England is clearly or distinctly the appropriate forum: *VTB Capital Plc v Nutritek International Corp* [2012] EWCA Civ 808 at [101]."

(1) Serious issue to be tried on the merits

58. JLP submits that the averments in the collective proceedings claim form have a real, as opposed to a fanciful, prospect of success. JLP emphasises the following matters:

(1) The price-fixing cartel has been established and is binding on Scania as the economic undertaking. Accordingly, the infringement of Article 101 TFEU is established.

(2) The price cartel affected a significant number of road truck hauliers in the UK. In *UK Trucks Claim Limited and Road Haulage Association Limited* (**RHA**) [2022] CAT 25, the Tribunal at §6 referred to a press release issued at the time of the Scania Decision: "This cartel affected very substantial numbers of road hauliers in Europe, since Scania and the other truck manufacturers in the cartel produce more than 9 out of every 10 medium and heavy trucks in Europe".

(3) The cartel "affected" truck hauliers because they were overcharged on the prices charged by the cartelists for new heavy and medium trucks (the cartelists being Scania, DAF, Daimler, Iveco, Volvo/Renault and MAN). As the Tribunal stated in *Royal Mail v DAF* [2023] CAT 6 at §477: "There are sound a *priori* reasons for expecting that a concerted attempt by all major European truck suppliers to restrict price competition that persisted over a 14-year period would to some extent have succeeded in materially affecting transaction prices." JLP relies on similar reasoning to prove that the cartel, in fact, caused loss to truck hauliers. Moreover, the Scania Decision found that the cartel was not limited to an exchange of gross prices, but that in some instances, the cartelists agreed gross price increases and discussed net prices which impacted on prices at the national level.

(4) A common issue in the RHA case is the pass-on of the upstream overcharge by hauliers to their customers. The Tribunal stated at §78: "It seems inevitable that the OEMs will plead pass-on as a defence. They have all done so in the non-collective truck claims to which we have referred and indeed confirmed their intention of doing so in these proceedings should a CPO be granted." Indeed, in *BFS Group Limited v DAF and Scania* (Case No. CP 2019-0000035), Scania in its Defence averred at 20.1 that "any of the alleged Overcharge was passed-on by the Claimants. Scania reserves the right to amend this defence and plead

further in relation to pass-on following disclosure and the exchange of factual and expert evidence."

(5) Consequently, it is seriously arguable that hauliers who purchased trucks paid an inflated price because of the price cartel, and they passed-on an element of that overcharge to the class members in the form of inflated haulage rates. The extent of any overcharge will be a matter for expert evidence and the Tribunal wielding the "broad axe" to estimate the level of the overcharge and downstream pass-on to the class. JLP has instructed Mr Robinson of Ankura Consulting Group LLC who will conduct a qualitative assessment and a quantitative assessment to determine the extent of any upstream overcharge to UK truck hauliers and downstream pass-on to the class members. On the issue of upstream overcharge, JLP will first (to save costs) endeavour to instruct with the RHA a joint expert to prove the upstream overcharge. If for some reason this is not possible JLP will instruct either Mr Robinson or another expert to conduct an analysis of the upstream overcharge.

(2) The gateways

(a) Gateway 3.1(9)(a): damage sustained within the jurisdiction

59. JLP relies on the matters referred to by the Tribunal at §20 of *Spottiswoode*. This gateway would apply to all three Scania Proposed Defendants. As a result of their actions, UK hauliers paid an overcharge for trucks purchased in the UK and their customers in the UK paid an inflated price for haulage services. The actionable harm in the form of paying an inflated price therefore occurred in the UK and the damage for the tort was sustained in this jurisdiction.

(b) Gateway 3.1(9)(c): claim governed by the law of England and Wales

60. JLP relies on the matters referred to by the Tribunal at §§21 – 26 of *Spottiswoode*. This gateway would apply to all three Scania Proposed Defendants. Losses arising from events giving rise to damage that occur on or after 11 January 2009 are governed by the Rome II Regulation (and, following

Brexit, the retained version of Rome II), article 6(3) of which provides that the applicable law arising out of a restriction of competition is the law of the country where the market has been affected. It is clearly arguable that the market for truck purchases in the UK and the market for road haulage services purchased in the UK is the UK. Moreover, the relevant market corresponds to the place where the anti-competitive damage occurs and, as the inflated price both for truck purchases and for haulage services was paid in the UK, the UK is therefore likely to be the relevant country for the purposes of Rome II. The law of England and Wales therefore likely applies to the whole or a part of the collective proceedings claim for damages.

(c) Gateway 3.1(3): necessary and proper party

61. JLP relies on the matters referred to by the Tribunal at §§27 – 31 of *Spottiswoode*. The Tribunal observed at §27 of *Spottiswoode:*

> "As regards the gateway in para. 3.1(3) (necessary or proper party where anchor defendant), ASL and MSUK are potential anchor defendants who are domiciled in the UK and are capable of being served with the CPCF within the jurisdiction. Companies within the same corporate group may be liable for competition law infringements on a joint and several liability basis as alleged here: *Sainsbury's Supermarkets Ltd v. Mastercard Inc* [2016] CAT 11 at [363]; *JJH Enterprises Ltd v. Microsoft Corp* [2022] EWHC 929 (Comm) at [35]-[38]; *CMA v. Volkswagen AG* [2023] EWCA Civ 1506 at [84]. MSI forms part of the same economic undertaking as these UK-based companies that are alleged to be direct participants in the alleged infringements. ASL and MSUK are therefore potential anchor defendants, who have been or will soon be served within the jurisdiction as of right by the Applicant."

62. The Second Scania Proposed Defendant is likely to be an anchor defendant, assuming the publicly available information relating to its UK establishment is accurate. There is a good arguable case that the First and Third Scania Proposed Defendants are necessary and proper parties to the claim against the Second Scania Proposed Defendant. All three are the addressees of the Scania Decision and part of the Scania corporate group. They participated in the cartel and are jointly and severally liable for the loss and damages caused by the cartel activities. There is in the circumstances a real issue to be tried between JLP and the First and Third Scania Proposed Defendants and they are each a necessary and proper party as co-defendants with the Second Scania Proposed Defendant.

(3) Proper forum

63. JLP relies on the matters referred to by the Tribunal at §§32 – 33 of *Spottiswoode*. The Tribunal sitting in England and Wales is the proper forum. The proposed class members are domiciled in the UK, and they have suffered loss and damage in the UK. The vast majority of the class members are domiciled in England and Wales. Their collective claim is governed by English law and by the UK collective proceedings regime provided by the CA98. It would be undesirable for their collective claim to be litigated in Sweden and/or Germany, particularly when there is likely an anchor defendant in the UK.

(4) Time for service out

64. Pursuant to Rule 76(3)(a) of the Tribunal Rules, a direction for service out of the jurisdiction may specify the "*time within and the method by which service of the collective proceedings claim form is to be effected*". As set out in Pike 3, JLP asks that it be given until at least 17 March 2027 to complete service on the Scania Proposed Defendants (or, where the Second Scania Proposed Defendant can be served in the jurisdiction, the First and Third Scania Proposed Defendants). This is because the Scania Proposed Defendants have refused to accept service of English-language documents and have not agreed to accept service through alternative means to formal channels; the Foreign Process Section has stated that it may take up to four months to serve in Sweden and six months to serve in Germany (which can commence only once the documents have all been translated).

(5) The *Sciallis v Fender* judgment

65. In the recent *Sciallis v Fender* judgment ([2026] CAT 56) (***Sciallis***), the Tribunal reiterated that a proposed class representative must disclose its funding arrangements to the Tribunal at the outset of the proceedings, and that the requirement for scrutiny of a proposed class representative's funding arrangements at the certification stage is an essential and central part of the balance struck by the collective proceedings regime. The Tribunal observed that a prudent class representative will therefore normally wish to ensure that its

funding arrangements are finalised before its collective proceedings claim form is filed: see §§77 – 80.

66. The Tribunal acknowledged, however, that there may be circumstances in which the proposed class representative considers it necessary to file its claim form prior to finalisation of its funding arrangements, for example for limitation reasons. This appears to be why both the HCCL CPO Application and the JLP CPO Application were filed with the Tribunal before 2 February 2026 without funding arrangements being in place in either claim. In *Sciallis*, the Tribunal explained that where a proposed class representative files a collective proceedings claim form prior to the finalisation of its funding arrangements, the proposed class representative should give a "full and candid explanation of the stage the funding arrangements have reached, the reasons why it has not been possible to finalise a funding agreement before filing, and how much further time is expected to be needed to do so." The Tribunal may then give the proposed class representative a reasonable further period to finalise its funding arrangements, before giving further directions leading up to the certification hearing. In such a case, however, a proposed defendant should not be required to take any steps that would require it to incur material costs before a proposed class representative has confirmed that it has funding in place: see §§80 – 81.

67. The Tribunal observed that it will not indefinitely postpone consideration of whether the conditions for certification are satisfied, in order to enable the proposed class representative to finalise its funding arrangements: see §§82 – 83.

68. Finally, if, at any time during the proceedings, the facts and matters set out in the collective proceedings claim form and accompanying evidence change in a material way relevant to the authorisation or eligibility conditions for certification of the collective proceedings, the proposed class representative and their legal representatives have a duty to bring that matter promptly to the attention of the Tribunal: see *Sciallis* at §85.

Tribunal's analysis

69. In order to grant permission for service out, the Tribunal needs to be satisfied that there is a serious issue to be tried on the merits, and that one or more of the gateways for service out are satisfied, and that England and Wales is the proper forum.

The Merits

70. As regards the merits, the Tribunal has taken into account: (i) the Settlement Decision of the Commission of July 2016 in relation to the other cartelists; and (ii) the Scania Decision of the Commission in September 2017, which is a full infringement decision (Scania's appeal to the GC was dismissed in February 2022 and Scania's appeal to the CJEU was dismissed on 1 February 2024).

71. JLP submits that the two-year limitation period for claims against Scania would have expired on 1 February 2026, which fell on a Sunday, being two years after the CJEU dismissed Scania's appeal. Pursuant to rule 112(5) of the Tribunal Rules, the causes of action based on the Scania Decision became time barred if filed after 5pm on the next working day i.e. on Monday, 2 February 2026. There is a serious issue to be determined that the claim was brought within the limitation period and that the ability to bring a claim was not in effect removed by the Brexit arrangements. For present purposes it is sufficient to find that the claim is not manifestly out of time, or the cause of action has not been removed by the Brexit arrangements. The Scania Proposed Defendants will have the ability to challenge the case on these grounds in due course, either at the certification stage, or at trial, or an application by the Scania Proposed Defendants. On the basis of the material currently before the Tribunal the CPO Applications appear to have been brought in time, albeit it is appreciated that there are arguments to the contrary.

72. Further, the Tribunal is aware of the Tribunal's judgment in *Royal Mail v DAF*, which was upheld by the Court of Appeal [2024] EWCA Civ 181. That

Tribunal decided that there was an overcharge of 5% caused by the operation of the cartel.

73. The Tribunal has considered Mr Robinson's expert report in support of the JLP Proceedings dated 30 January 2026. In that report he sets out the steps that would be required to be gone through in getting to the potential figure for the overcharge and any pass on of that overcharge. The relevant paragraphs of his report for current purposes are paragraphs 5.1, which sets out the steps; and the conclusion at 7.32 that on the basis of an overcharge of 5%, in accordance with the *Royal Mail v DAF* decision, he estimates for current purposes - and obviously further work will need to be done - a potential pass-on rate for the next level, which will be those being represented in these proceedings, of 50 to 75%. The relevant paragraphs of Mr Robinson's expert report are set out below:

> "5.1 My proposed estimation methodology for the quantification of damages incurred by the Proposed Class at an aggregate level requires, at a high level, consideration of the following components:
>
> (a) an estimate of the affected value of commerce, being the expenditure by the Proposed Class Members on haulage that is attributable to Truck cost and was therefore potentially affected by the Cartel, to which an overcharge percentage can be applied (the "Affected Value of Commerce");
>
> (b) the identification of an appropriate overcharge percentage to apply to that value of commerce (Overcharge) to estimate the aggregate overcharge suffered by Haulage Operators;
>
> (c) an estimate of the degree to which the Overcharge in the Trucks' price paid by Haulage Operators was passed through in the form of a higher price for haulage services faced by the Proposed Class (Upstream Pass-on);
>
> (d) an estimate of the degree to which any losses may have been passed on by the Proposed Class (Downstream Pass-on), and the impact of any corresponding Volume Effect; and
>
> (e) the application of interest to the damages incurred by the Proposed Class.
>
> …
>
> 7.32. Based upon my preliminary review of evidence, I consider that there is likely to be a relatively high degree of pass-on from Haulage Operators to customers of haulage services. Having preliminarily weighed up the evidence, for the purpose of my preliminary quantum estimates, I apply an Upstream Pass-on range of between 50%-75%."

74. There is no doubt that this figure will be contested. The analysis will probably need to be further refined and supported by an industry expert. The hauliers are

not homogeneous. They are likely to comprise operators which are very large with a large number of trucks, and other operators with few trucks. Similarly the customers of the hauliers will probably break down into various sub-categories. There may not therefore be a uniform pattern as regards pass-on.

75. There is a separate action brought on an opt-in basis by the RHA on behalf of hauliers who purchased or leased trucks against the Settling Manufacturers. In a way, the JLP Proceedings raise very similar issues to those in the RHA Claim. No doubt the Tribunal will need to consider to what extent any overcharge is passed on by the hauliers to their customers. It would appear to be sensible for the JLP Proceedings to be heard alongside the RHA Claim. But, of course, the Tribunal cannot determine that issue today in the absence of submissions from the RHA, the Scania Proposed Defendants, as well as the defendants in the RHA Claim.

76. The Tribunal is satisfied that there is at least a serious issue to be tried in relation to the JLP Proceedings, as set out in the amended collective proceedings claim form. It is arguable that the hauliers who purchased trucks paid an inflated price because of the price cartel, and they passed on an element of that overcharge to the class members in the form of inflated haulage rates. The extent of that will be a matter for trial.

77. Of course, when it comes to the certification stage, it is going to be open to the Scania Proposed Defendants to argue that this case is so weak that it does not get over the threshold of raising serious issues to be tried on the merits. That is a battle for another day, but certainly on the material that the Tribunal has before it, and its experience of the Trucks litigation generally, the Tribunal has little hesitation in concluding that there are serious issues to be tried and the merits test has been satisfied.

Jurisdictional Gateways

78. The next element is the jurisdictional gateways in Practice Direction 6B of the CPR.

79. Gateway 3.1(9)(a) (damage was sustained within the jurisdiction): it is quite clear from the matters set out at §20 of *Spottiswoode* that there is damage sustained within the jurisdiction. Under consideration are proposed class members who are in the jurisdiction, who have received services within the jurisdiction and have claims that they paid inflated prices in the jurisdiction, allegedly as a result of the conduct of the cartelists.

80. Gateway 3.1(9)(c) (tort claim governed by the law of England and Wales): it is hard to conceive of any other relevant law, given the UK-centric nature of the current proceedings. The Tribunal is satisfied therefore that there is a good, arguable case, at the very least that this gateway is engaged.

81. As regards gateway 3.1(3) (necessary and proper party): again, this is a matter that was dealt with in *Spottiswoode* at §20. That reasoning equally applies in the current case. The Second Scania Proposed Defendant is said to have a registered address for service within the jurisdiction, so it does appear that there is a party within the jurisdiction, for which the other two Scania Proposed Defendants are necessary or proper parties.

Proper Forum

82. Finally, there is the issue of the proper forum. The Tribunal considers that England and Wales is clearly the proper forum for these proceedings, given the nature of the claim and the identity of the class, and the subject of the proposed proceedings.

Time for service out

83. As regards the time for service out, the Tribunal's experience is that it varies considerably how long it takes a proposed class representative to serve out; it depends on which country a proposed defendant is domiciled. It may also depend on whether or not steps are being taken by the proposed defendant to slow down that process, workloads, and other factors which vary from country to country.

84. JLP's request that they be given at least until 17 March 2027 to complete service of the JLP collective proceedings claim form on the Scania Proposed Defendants, insofar as they are outside the jurisdiction, is granted. The Tribunal encourages JLP to ensure that this is done as expeditiously as possible.

85. As regards the wording of the order, it is certainly the normal practice of the Chair on this application to specify the address and the country in the terms of any order permitting service out of the jurisdiction.

Limitation

86. The Tribunal appreciates that there is an issue between the parties on limitation and the impact of the Brexit arrangements, but JLP does have a good arguable case, or at least a serious issue to be tried on both of those, and those matters can be revisited at the certification stage.

87. When it comes to limitation, normally it is for a proposed defendant / defendant to raise a limitation defence - it is then up to the Tribunal as to when it determines that limitation issue: is it going to determine it as a preliminary issue; is it going to determine it at the certification stage; or is it going to be determined at trial? Those matters will need to be addressed in due course.

Funding

88. Finally, the Tribunal would like to note various points as to funding, the need for it to be in place and at what stage. It is important that when applications to serve out are being made, that the Tribunal is fully apprised of the situation with both the funding and insurance arrangements; because if funding is not in place or not likely to be fully in place either at the time of the application or shortly after that, the Tribunal will be most reluctant to grant permission to serve out, given the experience in *Sciallis*.

89. In the present case, the funding arrangements have been placed before the Tribunal for the first time at the 17 July hearing, and they have been exhibited to Le Patourel 2. The Tribunal has not looked at the LFA to the level of detail

that will be required at the CPO stage. It notes that the funder, Asertis, is the same as in the *Bulk Mail* case, where its suitability as funder was considered in detail and the Tribunal was satisfied on granting the CPO that it was an appropriate funder and it was not necessary to require security: see *Bulk Mail v IDS* [2025] CAT 19 at §37. There is no suggestion that since then there has been any adverse change in its financial position and ability to fund proceedings.

90. Mr Brealey KC on behalf of JLP has complied with the duty of full and frank disclosure in pointing out that everything has not been finalised, as set out in Le Patourel 2:

> "12. Asertis subsequently provided a draft LFA and this, and various ancillary documents, have been the subject of extensive negotiations thereafter. Final agreement on terms was reached only earlier today and signature has followed immediately thereafter. In the interests of full and frank disclosure, I note that the conditions precedent to funding in Clause 2 of the LFA have not yet all been fulfilled. In particular:
>
> (a) Although the Priorities Agreement is in near final form, it has not yet been executed. I expect execution to occur in the next few days;
>
> (b) The PCR's engagement letters and conditional fee agreements with each of the Law Firms are undergoing revision in the light of advice from independent leading counsel retained by the PCR directly. I expect these to be finalised in the next few days; and
>
> (c) I have not yet received confirmation from the Funder that it considers paragraphs 2 to 5 of the Special Conditions in Schedule 2 to have been satisfied."

91. The reference to the 'Special Conditions in Schedule 2' at paragraphs 2 to 5 are important and include the terms and conditions which must be satisfied or complied with prior to Asertis making, or continuing to make, claim funding available under the LFA:

> "2. A legal opinion (procured with the assistance and support of the Law Firms) from independent counsel instructed by the Funder that the prospects of (i) the Claim being certified by the Court on an opt-out basis and with the Claimant as the Class Representative, and (ii) achieving a Successful Outcome (based upon a reasonable assessment of the legal merits and commercial viability of the Claim), are in excess of 60%.
>
> 3. Insofar as it would not breach any privilege, confidentiality requirements owed to others, or any legal rules (including, without limitation, rule 102 of the CAT Rules), any and all data available in respect of the Claim and historical claims of a similar nature, all pertinent correspondence between the Claimant and the Defendants (and their respective law firms), evidence of the "success

> rate" of the Law Firms in bringing claims of a similar nature to the Claim before the CAT, and any other documents which the Funder (in its absolute discretion) considers may be relevant to the Claim including but not limited to any and all legal opinions that may be available to the Law Firms.
>
> 4. Confirmation in writing that the Law Firms have agreed the procedure for accepting Settlement offers with the Claimant and any other protocols necessary for the efficient and proper running of the Claim as the Funder shall reasonably require.
>
> 5. Completion of all Due Diligence in connection with the Claim."

92. The Tribunal gives JLP one month from the date of this judgment to finalise its arrangements with the funder and to get the special conditions in paragraphs 2 to 5 satisfied. Edwin Coe and Fieldfisher should update the Tribunal as and when arrangements are in place. So, if there is a litigation funding priorities agreement, the Tribunal needs to be informed when that has been done. Once the special conditions in paragraphs 2 to 5 have been satisfied, the Tribunal will require a witness statement from Mr Le Patourel confirming that as regards the funding and insurance arrangements everything is fully in place.

93. As regards the terms of the LFA, they will need to be scrutinised by the Tribunal in detail at the certification stage; what is placed before the Tribunal today is sufficient for current purposes for the Tribunal to consider this case is in a position to go ahead, subject to these final steps. The Tribunal may decide to revoke the order for permission to serve out if the conditions have not been satisfied by 17 August 2026.

E. STAY APPLICATION

94. HCCL has applied for a stay of the HCCL Proceedings pursuant to Rule 53(2)(k) of the Tribunal Rules. Rule 53 provides as follows:

> "53.—(1) The Tribunal may at any time, on the request of a party or of its own initiative, at a case management conference, pre-hearing review or otherwise, give such directions as are provided for in paragraph (2) or such other directions as it thinks fit to secure that the proceedings are dealt with justly and at proportionate cost.
>
> (2) The Tribunal may give directions—
>
> …

> (k) that the whole or part of any proceedings or judgment be stayed either generally or until a specified date or event;"

Tribunal's analysis

95. The Stay Application is supported by Pike 3 and the second witness statement of Mr Mason. The stay that HCCL seeks is the inevitable consequence of the agreement to avoid a carriage dispute whereby the two firms of solicitors are effectively joining forces, rather than battling against each other, and having a dispute which will cost a great deal of money and lead to considerable delay.

96. The Tribunal does encourage potential class representatives, and their lawyers, to try and work together where there is a potential carriage dispute: see *Ad Tech* at §35 above. Sometimes it is not possible to resolve the dispute, and the Tribunal has to determine which proposed class representative is most suitable.

97. But in some cases, the rival contenders join forces; that is acceptable, so long as there is no unavoidable duplication of costs, and that it is not to the prejudice of the proposed defendants. The Tribunal is sure that Edwin Coe and Fieldfisher will work together to ensure that there is no unnecessary duplication. They are both professional, well-known firms and the Tribunal has no doubt that they will do what they can to manage the process in a proper, collaborative way.

98. The way that they had structured this whereby the HCCL CPO Application is to be stayed, and the JLP CPO Application is to be pursued with three directors on the board (Mr Le Patourel and Mr Mason, with Mr Warner effectively being an arbitrator between the two in the event of there being a dispute), appears sensible, but the Tribunal will need to consider, at the certification stage, whether or not that structure is too expensive.

99. The Tribunal will have to look at the individual levels of remuneration for each of the three directors, because at the end of the day, the Tribunal must ensure that collective proceedings are brought primarily for the benefit of class members: see *Bulk Mail* at §16.

100. As regards the present application, it does seem sensible to stay the HCCL Proceedings, but this is opposed by the Proposed Scania Defendants, and their position is set out in a letter from Allen Overy Shearman to Edwin Coe dated 16 July 2026, which stated:

> "4. We note from paragraph 5(d) of your 15 July Letter that HCCL and JLP TCR Ltd (**JLP**) have reached an agreement, said to avoid a carriage dispute, according to which it is proposed that the HCCL claim be stayed while the JLP claim is amended and served on Scania. We would be grateful for a copy of the Tribunal's directions of 17 June 2026 which you say reflect this agreement.
>
> 5. That proposal is inappropriate, impermissible and would amount to an abuse of process. The appropriate course, if HCCL does not wish to advance its application and seeks to avoid having to fight a carriage dispute, is for its certification application to be withdrawn immediately. That is for at least the following reasons:
>
> (a) First, the only purpose that the stay could serve is to enable the HCCL application to be revived at some future date, presumably in circumstances where the JLP application has made some progress but then faltered. That would be almost certain to lead to Scania having to deal a second time with matters already raised by the JLP application in respect of materially the same alleged claims that are the subject of the HCCL application. That would infringe the principle that – as a matter of public policy and consistent with the principle of *res judicata* – there should be finality in litigation and a party should not be twice vexed: see *Virgin Atlantic Airways Ltd v Zodiac Seats UK Ltd* [2013] UKSC 46 at [24]. It would also lead to case management inefficiencies, including the wasting of costs and Tribunal resources. These are exactly the concerns that have prompted the Tribunal to require that carriage disputes be resolved at the outset (i.e., before certification): see *Hunter and Ors v Amazon* [2024] CAT 8 at [29].
>
> (b) Second, postponement by staying the HCCL application is all the more vexatious when HCCL does not appear to have funding in place. Its application would be dismissed (for failing to satisfy the authorisation condition) if it was brought forward for a decision on certification. As you are well aware, the Tribunal will not indefinitely postpone a certification application to enable a PCR to obtain funding: see *Sciallis* at [83].
>
> (c) Third, the proposed stay would enable the PCR to impermissibly "warehouse" its application and underlying claim by not pursuing "*its claim for a substantial period of time, while maintaining an intention to pursue it at a later juncture*": see *Asturion Fondation v Alibrahim* [2020] 1 WLR 1627 at [61].
>
> (d) Fourth, a stay would defeat the purpose of a limitation period, which exists to give a defendant certainty as to the claims it faces and to protect it from the injustice of having to fight stale claims (*Robinson v St Helens Metropolitan Borough Council* [2002] EWCA Civ 1099 at [32]), an objection which has particular force here given that the HCCL claim was filed at the very end of what is, on HCCL's case, the applicable limitation period."

101. The Tribunal has considered the letter, and it does not consider that the Scania Proposed Defendants should be shut out, in effect, from challenging any stay. The Stay Application is sensible, and it is a consequence of the agreement by the PCRs to avoid a carriage dispute. Accordingly, the Stay Application is granted. However, the Scania Proposed Defendants and its lawyers should have the ability to argue against the stay - the stay will therefore continue until the certification hearing and at that hearing the matter can be revisited. That way, there is no prejudice to the Scania Proposed Defendants.

F. CONCLUSION

102. The PCR in the JLP Proceedings be permitted to amend the JLP collective proceedings claim form and the supporting documents in the form of the version provided to the Tribunal on 6 July 2026.

103. The PCR in the JLP Proceedings be permitted to serve the amended JLP collective proceedings claim form and the supporting documents:

(1) On the First and Second Scania Proposed Defendants in the JLP Proceedings, by any method of service permitted by the laws of Sweden at Vagnmakarvägen 1, CK3 Reception, 15 187 Södertälje or elsewhere in Sweden where the First or Second Proposed Scania Defendants may be found;

(2) On the Third Scania Proposed Defendant in the JLP Proceedings, by any method of service permitted by the laws of Germany at August-Horch-Str. 10, 56070, Koblenz, Rheinland-Pfalz, or elsewhere in Germany where the Third Proposed Defendant may be found.

104. Service on the Scania Proposed Defendants is to be effected by 17 March 2027, subject to further or other order of the Tribunal.

105. The PCR in the JLP Proceedings shall notify the Tribunal upon the conditions precedent for the litigation funding being satisfied and once a Priorities Agreement has been executed. Once all such requirements have been satisfied,

the JLP PCR shall procure that a witness statement is filed on its behalf confirming the completion of all such requirements.

106. The Tribunal may revoke the order for permission to serve out of the jurisdiction if the conditions described above have not been satisfied by 17 August 2026.

107. This order is without prejudice to the rights of the First, Second and Third Scania Proposed Defendants to apply pursuant to Rule 34 of the Tribunal Rules to dispute the jurisdiction of the Tribunal. Any such application should take account of the observations set out in *Epic Games Inc v Apple Inc* [2021] CAT 4 at §3.

108. The HCCL Proceedings be stayed until the determination of the Tribunal of the application for the CPO, at which point the stay may be continued or lifted.

109. This judgment is unanimous.

Hodge Malek KC
Chair

Hugh Kelly

Paula Riedel

Charles Dhanowa CBE, KC (*Hon*)
Registrar

Date: 17 July 2026