



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1481/5/7/22 (T)

BETWEEN:

POUNDLAND LIMITED

Claimant

- v -

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

Defendants

(the “**Poundland Interchange Proceedings**”)

ORDER

UPON the Claim Form in the Poundland Interchange Proceedings being issued in the High Court on 19 January 2017 (HC-2017-000159) (the “**Claim Form**”)

AND UPON the Order of the High Court dated and sealed 7 February 2022 extending the time for service of the Claim Form under CPR Rule 7.5(1) to 13 March 2023

AND UPON the Order of the Chancellor of the High Court dated 7 April 2022 (as amended) transferring the various cases listed in the schedule to that order (which included the Poundland Interchange Proceedings) to the Competition Appeal Tribunal

AND HAVING REGARD TO (i) the views expressed by the President of the Tribunal at the Case Management Conference on 1-2 March 2022 in Cases 1306-1325/5/7/19 (T), 1349-1350/5/7/20 (T), 1369/5/7/20 (T), 1373-1374/5/7/20 (T), 1376/5/7/20 (T), 1383-1384/5/7/21 (T), 1385-1400/5/7/21 (T) and 1406/5/7/21 (T) (the “**Merchant Interchange Proceedings**”); (ii) the Tribunal’s Order of 16 March 2022 (the “**March 2022 Order**”); and (iii) the Tribunal’s Ruling of 16 March 2022 ([2022] CAT 14) (the “**Ruling**”)

AND UPON the Umbrella Proceedings Order of the President dated 4 July 2022 designating this case as a “Host Case” pursuant to Practice Direction 2/2022 (Umbrella Proceedings), such that the Ubiquitous Matters (as defined in the Practice Direction) arising in this case will be disposed of in Umbrella Proceedings (under Case No 1517/11/7/22 (UM) Merchant Interchange Fee Umbrella Proceedings) in accordance with the process set out in the Tribunal’s March 2022 Order and Ruling in the Merchant Interchange Proceedings

AND UPON the Tribunal’s letter dated 19 May 2022

AND UPON reading the letter of Hill Dickinson LLP dated 24 February 2023 and the accompanying draft consent order signed by the parties

IT IS ORDERED BY CONSENT THAT:

1. The Claimant has permission to amend the Claim Form such that:
 - 1.1. the company number of the Claimant is amended from “02495654” to “02495645”;
 - 1.2. the address of the Claimant is amended from “Wellmans Road, Willenhall, West Midlands, WV13 2QT” to “Midland Road, Walsall, United Kingdom, WS1 3TX”;
 - 1.3. the name of the Third Defendant is amended from “Visa Europe Services Inc” to “Visa Europe Services LLC”;
 - 1.4. the name of the Fourth Defendant is amended from “Visa Inc” to “Visa Inc.”;
 - 1.5. the statement of truth be amended to comply with CPR Practice Direction 22, paragraph 2.1 to read “The Claimant believes that the facts stated in this Amended Claim Form are true. The Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth”;

- 1.6. the wording on page 1 be amended from “Particulars of claim will follow if an acknowledgment of service is filed that indicates an intention to defend the claim” to “Particulars of Claim to follow”; and
- 1.7. the address of the Fifth Defendant is amended from “2711 Centerville Road, STE 400, Wilmington, New Castle 19808, Delaware, USA” to “251 Little Falls Drive, Wilmington, New Castle 19808, Delaware, USA” (the “**Amended Claim Form**”).
2. The Claimant shall serve the Amended Claim Form within 10 days of this order. The Amended Claim Form shall be served in accordance with the Civil Procedure Rules 1998 and the Tribunal’s letter of 19 May 2022.
3. Pursuant to Rule 53(2)(k) of the Competition Appeal Tribunal Rules 2015, upon service of the Amended Claim Form, the Claimant’s claim in the Poundland Interchange Proceedings shall be stayed immediately until further order on the terms set out in paragraph 4 of the March 2022 Order (the “**Stay**”).
4. The Claimant shall not be required to serve any Particulars of Claim during the Stay and the time for serving Particulars of Claim shall be extended until 12 weeks after the date of the order lifting the Stay, unless the Tribunal shall order otherwise.
5. The Defendants shall not be required to file any Acknowledgement of Service until the Particulars of Claim are served and the time for filing an Acknowledgement of Service shall be 14 days from the date of service of the Particulars of Claim.
6. Notwithstanding the Stay, the parties in the Poundland Interchange Proceedings shall be bound by the outcome of any determinations in the Merchant Interchange Fee Umbrella Proceedings (including any appeals) in respect of all designated Ubiquitous Matters.
7. Notwithstanding the Stay, the Claimant remains liable to provide information or disclosure if the Tribunal considers such information or disclosure necessary to resolve a wider issue in the Merchant Interchange Fee Umbrella Proceedings.
8. There be liberty to apply.
9. Costs in the case.

Sir Marcus Smith
President of the Competition Appeal Tribunal

Made: 24 February 2023
Drawn: 24 February 2023