

Persons who purchased one or more new cars, SUVs, 4x4s or light or medium commercial vehicles between 18 October 2006 and 6 September 2015 could benefit from a collective settlement.

THIS NOTICE

This is a legal notice published at the direction of the UK Competition Appeal Tribunal (the “**Tribunal**”) which granted a Collective Proceedings Order on 20 May 2022 (“**CPO**”) in favour of Mark McLaren Class Representative Limited (the “**Class Representative**”) to bring proceedings against the following companies, all of whom have been found by the European Commission to have infringed EU competition law in relation to deep sea carriage services for new motor vehicles (“**Car Carriers**”) on routes to/from countries in the European Economic Area (EEA) (the “**Claim**”). The relevant Car Carriers are:

- (1) MOL (Europe Africa) Ltd
- (2) Mitsui O.S.K. Lines Limited
- (3) Nissan Motor Car Carrier Co. Ltd
- (4) Kawasaki Kisen Kaisha Ltd
- (5) Nippon Yusen Kabushiki Kaisha
- (6) Wallenius Wilhelmsen Ocean AS
- (7) EUKOR Car Carriers Inc
- (8) Wallenius Logistics AB
- (9) Wilhelmsen Ships Holding Malta Limited
- (10) Wallenius Lines AB
- (11) Wallenius Wilhelmsen ASA
- (12) Compañía Sud Americana de Vapores S.A.

(together, the “**Defendants**”).

This notice may be relevant to you if you are someone who falls within the class defined in the CPO, i.e.:

“All Persons (other than Excluded Persons) who during the period 18 October 2006 to 6 September 2015 either Purchased or Financed, in the United Kingdom, a New Vehicle or a New Lease Vehicle, other than a New Vehicle or New Lease Vehicle

produced by an Excluded Brand or, in the event such a Person has died on or after 20 February 2020, their Personal Representative.”

A copy of the CPO, with an explanation of all the capitalised terms in the class definition, can be viewed online at www.cardeliverycharges.com.

This notice relates to a settlement (the “**Settlement**”) agreed between the Class Representative and the Twelfth Defendant, Compañía Sud Americana de Vapores S.A. or “**CSAV**” (together, the “**Settling Parties**”). The Settling Parties were required under Rule 94 of the Tribunal Rules 2015 (which can be viewed online at <https://www.catribunal.org.uk/rules-and-guidance>), to seek the Tribunal’s approval of the Settlement. A hearing regarding the Settlement took place on **6 December 2023** with the Tribunal ruling on the same day that the terms of the Settlement are “*just and reasonable*” to Class Members (the “**Tribunal’s Ruling**”).

This notice is for your information so that you can consider whether you wish to opt-out of the Settlement.

A full copy of the application made to the Tribunal regarding the Settlement can be viewed online at www.cardeliverycharges.com, along with other information about the claim. The Tribunal’s Ruling on the Settlement can be found online at: [Judgment \(CSAV Collective Settlement\) | Competition Appeal Tribunal \(catribunal.org.uk\)](https://www.catribunal.org.uk/judgment-csav-collective-settlement-competition-appeal). This notice gives important information about the Settlement.

THE SETTLEMENT

Importantly, the Settlement relates to CSAV only and does not settle the claim against the other eleven Defendants. The case against the other eleven Defendants will proceed in line with the directions of the Tribunal, with a trial due to be listed in early 2025. The Settlement is entered into without any admission of liability by CSAV.

It is noteworthy that CSAV is the smallest Defendants - it has a market share of only 1.5% (when considering the capacity of vessels) or 1.7% (when considering the number of vessels). On the basis of a market share of 1.7%, CSAV’s share of the total Claim value as it was provisionally quantified at filing would be £2,422,500.

With this in mind, the terms of the Settlement, which has been approved, are as follows:

- (a) **Settlement value:** £1.5 million in total, comprised of:
- (i) Damages of £1.12 million. This is the part of the Settlement which is available in due course for distribution to the persons represented by the Class Representative (but also includes CSAV’s contribution to the ultimate costs of distributing the damages to persons represented by the Class Representative).
 - (ii) Costs of £280,000. This is to cover CSAV’s share of the costs incurred to date in bringing the Claim.
 - (iii) Costs of making the application to the Tribunal of the Settlement of £100,000. These costs are a contribution to the legal and other fees that have been and

will be incurred in preparing the application for the Tribunal's approval of the Settlement.

- (b) **Timing of payment:** CSAV is to pay the Settlement sum to the Class Representative within 28 days of the Tribunal's Ruling.
- (c) **Escrow:** Following payment by CSAV to the Class Representative, the Class Representative will hold the damages sum in escrow until the Claim has concluded against all Defendants (either through further settlements or a judgment after trial). We believe that the size of the Settlement does not justify the costs of distributing these monies to Class Members now and the Tribunal's Ruling has confirmed this approach is sensible. Following the conclusion of the case, the Class Representative will then distribute the total funds recovered (through settlement or judgment) using the distribution plan that will have to be approved by the Tribunal. The £280,000 towards CSAV's share of the costs incurred to date in bringing the Claim shall be held in escrow until further order from the Tribunal.
- (d) **Reverter:** the term 'Reverter' is used to refer to a mechanism whereby, in the event that there are any unclaimed damages after the process of distribution is complete, then, subject to the approval of the Tribunal, part of the unclaimed damages may be paid back to (i.e., 'revert' to) the Defendants. We have included a "first in, last out" 'Reverter' in the Settlement Agreement with CSAV. This means that the damages paid by the **first** Defendant to settle into the pot of monies available for distribution are the **last** damages to be paid out to represented persons as part of the distribution process. In other words, the other Defendants' damages will be used to make payments to represented persons before the first settling Defendant's damages are used for that purpose. This increases the chances that the first settling Defendant will benefit under the 'Reverter' by receiving some or all of its damages back. This is intended to incentivise Defendants to settle and to settle before other Defendants do so. The Tribunal's Ruling confirms that the provisions in the Settlement Agreement with CSAV are appropriate under the Tribunal's Rules and has approved the 'Reverter' element of the Settlement, but ultimately will be considered in the context of distribution. In practice, this means that:
 - (i) Following distribution, and if there is money remaining because not all class members came forward, the Class Representative will then apply to the Tribunal for money to make any outstanding payment to the stakeholders (litigation funders and lawyers who have acted on a contingent basis) in accordance with its litigation funding arrangements.
 - (ii) To the extent that there is money remaining, the Class Representative will ask the Tribunal to remit those remaining funds to any settling Defendants, in the order in which they settled with the Class Representative. Accordingly, as the first Defendant to settle, CSAV would be entitled to remittal of up to 100% of the damages paid, if the Tribunal so ordered.

RIGHT TO OPT-OUT OF THE SETTLEMENT

Class Members will have the right to opt-out of any distribution of sums recovered by the Class Representative, including this Settlement and either (i) any further settlements with the remaining Defendants or (ii) damages awarded by the Tribunal at the conclusion of the Claim. In light of the terms of the Settlement, including the Tribunal's confirmation that distribution will not take place at present, the Class Representative has requested that the window in which Class Members who want to opt-out, are required to do so, does not begin to run at present. We believe, and as confirmed in the Tribunal's Ruling, that Class Members should not be required to make a decision until a fuller picture of the level of recovery achieved by the Claim is understood.

Should any Class Member have questions about this, it can contact the Class Representative by email or by post to either of the following addresses: info@cardeliverycharges.com or Car Delivery Charges, PO Box 13260, BRAINTREE, CM70PL.