

**If you purchased or leased a UK-registered truck between 16 January 1997 and 31 January 2014 (for new trucks) or 31 January 2015 (for used trucks), you could get payment by joining the RHA's collective legal claim against the major European truck manufacturers**

***You must opt in again if you wish to participate in the class action, even if you have previously signed up to the RHA's claim.***

*This is a legal notice that has been issued at the direction of the Competition Appeal Tribunal – please read it carefully even if you have previously registered and signed up to the RHA's claim*

- The Competition Appeal Tribunal (**Tribunal**) has decided that the collective claim brought by the Road Haulage Association Limited (**RHA**) as “**Class Representative**” and RHA Used Trucks Limited, a subsidiary of the RHA as “**Sub-Class Representative**” against major European truck manufacturers (the **Defendants**) (the RHA's **Claim** or **Claim**) can go ahead.
- This Notice explains the RHA's Claim, who is covered by the Claim, your rights in relation to the Claim, how to exercise those rights, and any related deadlines. Please read this Notice carefully (even if you have previously registered and signed up to the RHA's Claim) as your decision about this claim will have legal consequences.
- Please note that ‘the RHA's Claim’ does not refer to separate High Court proceedings which you are likely to be party to if you signed up before 15 July 2022. Your choices in relation to those proceedings are also explained below.
- The Tribunal has granted a collective proceedings order (the **Order**) authorising the RHA to continue the RHA's Claim. The Order can be viewed on the RHA's dedicated claim website at [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com) and also on the Tribunal's website at [www.catribunal.org.uk/cases/12897718-road-haulage-association-limited](http://www.catribunal.org.uk/cases/12897718-road-haulage-association-limited).
- This Notice and the enclosed Questions & Answers give important information about the RHA's Claim.

- The RHA’s Claim is based on two European Commission decisions in 2016 and 2017 which found that addressees (i.e. certain companies in the following truck manufacturing groups: DAF, Daimler/Mercedes, Iveco, MAN, Scania, and Volvo/Renault) infringed competition law by colluding on pricing and gross price increases in the EEA for medium and heavy trucks, and the timing and the passing on the costs for the introduction of emission technologies for medium and heavy trucks required by Euro 3 to 6 standards between 17 January 1997 and 18 January 2011.
- The RHA’s Claim relates to trucks (also referred to as “lorries” and “heavy goods vehicles”) of 6 tonnes and over registered in the United Kingdom (Trucks). This includes all makes of Trucks and not just those of manufacturers involved in the competition law infringement. The Claim seeks to prove that, if you purchased or leased Trucks in the claim period, you paid higher prices for the Trucks and had to bear additional costs in your business because of the unlawful conduct of the truck manufacturers.
- You can join the RHA’s Claim if you are a road haulage operator (covering hire and reward and own-account operators) who:
  1. entered into a contract for the purchase or lease of a new or used Truck between 17 January 1997 and 18 January 2011 (this is the period the cartel covered); and/or
  2. entered into a contract for the purchase or lease of a new Truck in the period between 19 January 2011 and 31 January 2014; and/or
  3. entered into a contract for the purchase or lease of a used Truck between 19 January 2011 and 31 January 2015.

Road Haulage Operators satisfying this definition are referred to as the “**Class**” and “**Class Members**”.

- Personal representatives of the estate of any person falling within the Class who died on or after 17 July 2018 can also sign up. Full details of who is eligible to join the Claim, as well as a limited number of exclusions, can be found at Q14 and Q15 below.
- The RHA will act as Class Representative and will conduct the Claim on behalf of all Class Members save that:
  - RHA Used Trucks Limited as Sub-Class Representative will represent:
    - Class Members who purchased used Trucks on the questions of whether (a) there was an overcharge (i.e. an inflated price) on used Trucks, including the extent to which there was pass-on of any overcharge by new Truck purchasers in the sale of Trucks into the used market; and (b) there was loss suffered in respect of the costs (e.g. fuel costs) borne by such purchasers; and
    - Class Members who leased Trucks (but excluding the first leasing as a new Truck unless it was on a spot-hire basis) on the questions of whether (a)

there was an impact on the prices of such leases; and (b) there was loss suffered in respect of the costs (e.g. fuel costs) borne by such lessees.

Such Class Members are referred to as **"Used Truck Sub-Class Members"** and the issues relating to them are referred to as the **"Used Truck Sub-Class Issues"**.

- The RHA is representing only those who purchased new Trucks or leased new Trucks on their first leasing as new Trucks (but excluding spot-hire) (together, **"New Truck Sub-Class Members"**), on the questions of whether (a) there was an overcharge on those Trucks, (b) there was loss suffered in respect of the costs borne by such purchasers or lessees; and (c) whether there was any overcharge on such Trucks was passed-on when such purchasers re-sold their trucks into the used market (the **"New Truck Sub-Class Issues"**).

The reason for this division of roles between the RHA and RHA Used Trucks Limited is explained in more detail on page 4 and includes the conflict between purchasers of new Trucks and purchasers of used Trucks.

- You do not have to be an RHA member to take part in the RHA's Claim BUT you must take action now before 28 February 2025. If you have already registered and/or signed up to the Claim, you will receive an email from the RHA explaining how to opt in. If you have not already registered and/or signed up and wish to be part of the Claim, you must do so at [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com).
- If you are part of another legal claim seeking damages against the truck manufacturers for the same conduct you cannot also join the RHA's Claim, unless you discontinue or apply to stay (referred to as "sist" in Scotland) that other claim and opt in to the Claim by 28 February 2025. Please speak to your existing legal advisers about that process.
- No money is available yet and there is no guarantee that money will be available in the future. The Claim will need to be proved in the Tribunal at a hearing unless a cash settlement is agreed with the manufacturers.

#### **Your options**

- The only way to preserve your chance to be part of the RHA's Claim is to opt in to the Claim by the deadline of 28 February 2025. Please see the box below for how to do so.
- Even if you have already signed up to the RHA's Claim, there is no requirement that you now opt in to the Claim unless you wish to do so. This is despite the fact that the agreements you already entered into with the RHA and the funder required you to do so. In light of the conflict issue described below, it is important you are free to decide whether or not you want to continue with the Claim having read this Notice. Therefore, the RHA and Therium will waive and will not enforce any obligation you had to opt in to the claim during the opt-in window.
- If you have previously signed up to the Claim, the agreements you have already entered into with RHA and Therium entitle them to a proportion of any money you

ultimately obtain as a result of the Claim. If you decide not to opt in to the Claim, you are free to terminate your involvement in the agreements by giving three months' written notice. After the notice period, the RHA, RHA Used Trucks Limited, the insurer, the legal representatives, and Therium will not seek to recover any money you obtain in connection with the Claim. This means that, after termination, you are free to pursue your own claim against the truck manufacturers or to enter into a settlement with them, should you choose to do so. However, if you did decide to terminate, there is a risk that any new claim that you would have had against the truck manufacturers would be out of time, owing to the length of time that has elapsed since the European Commission's infringement decisions. As such, the RHA would advise you to take independent legal advice before making any decision to terminate.

- If you previously signed up to the RHA's Claim before 15 July 2022, you are also likely to be a party to protective proceedings brought on your behalf in the High Court. Those proceedings were brought as a "fall back" option, in case the Tribunal declined to grant the Order for the Claim. The High Court has ordered that the proceedings will be stayed until the end of the opt-in period. The RHA will be in touch thereafter about next steps in the High Court proceedings. After the end of the opt-in period, you will be free to terminate the agreements you have entered into with the RHA and Therium and then later to end your involvement in the High Court proceedings. If you choose to do so, the terms of those agreements would have required you to repay your proportionate share of the costs of both the Claim and the High Court proceedings, up to the point of termination. However, provided you have not breached the terms of the agreements you entered into with the RHA and Therium, the RHA and Therium will only enforce your obligation to repay costs in relation to the High Court proceedings. These costs are likely to be very small. This means that if you give notice to terminate the agreements and after the end of the three-month notice period enter into a settlement with any of the truck manufacturers, including acceptance after the three-month notice period of any binding settlement offers that were made by the truck manufacturers during the opt-in period, and then discontinue the High Court proceedings, you will not have to pay out of any damages more than your proportionate share of the High Court proceeding costs.
- Finally, note that, unless and until you have decided not to opt in and have terminated your agreements with the RHA and Therium, you will remain bound by the terms of those agreements.

### **The Conflict**

- The Claim relates to the purchase of both new and used Trucks given that the cartel may have had an impact on the prices of both of these. Where a cartel causes an increase in the price of products, this is called an "overcharge". If the cartel did result in an overcharge on the prices of new Trucks, it is possible that the prices of used Trucks might also have increased as a result of the cartel. If the cartel did cause used Truck prices to increase, it is also possible that, when operators resold new Trucks they purchased, they might have been able to resell those Trucks at higher prices than they would have done without the cartel, thereby enabling those operators to recoup some of the overcharge they suffered when purchasing the new Trucks.

- As a simple example, if an operator paid an overcharge of £6,000 when purchasing a new Truck but also resold the Truck for £2,000 more than they would have done without the cartel, the operator would have suffered an overall loss of £4,000. If the purchaser of the used Truck paid £2,000 more than they would have done, the used Truck purchaser would have suffered a loss of £2,000.
- There is a conflict of interest between purchasers of new Trucks and purchasers of used Trucks. This is because those who purchased new Trucks have an interest in showing that none of the overcharge they suffered was passed on when they came to reselling their new Trucks. On the other hand, those who purchased used Trucks will have an interest in showing that the new Truck overcharge was passed on when the new Truck was resold. Broadly speaking, the result of this is that purchasers of new Trucks may receive lower damages the more that any overcharge to the price of new Trucks was passed on when reselling the Trucks, and purchasers of used Trucks would receive more damages. The opposite is also true.
- The impact of the cartel on the prices of new and used Trucks and the relationship between the two will be a matter considered by expert witnesses during the Claim.
- Because of the relationship between the potential overcharge on new and used Trucks, the RHA cannot simultaneously advance the interests of both purchasers of new Trucks and purchasers of used Trucks as regards the conflict area. For similar reasons, there is a potential conflict between purchasers of new Trucks and lessees of used Trucks.
- The RHA has taken the following steps to address matters relating to the Used Truck Sub-Class Issues and to enable purchasers and lessees of both new and used Trucks to have their interests fully represented in the Claim. These steps have been approved by the Tribunal:
  - The RHA has set up a new company, RHA Used Trucks Limited, to advance the interests of Used Truck Sub-Class Members (road haulage operators who purchased used Trucks or leased Trucks (excluding the first leasing of new Trucks unless on a spot-hire basis) in respect of the Used Truck Sub-Class Issues. The RHA Used Trucks Limited team is led by Phil Snowden, Membership Director at the RHA.
  - A Chinese wall has been put in place between the RHA team and the RHA Used Trucks Limited team to eliminate the conflict or potential conflict and to ensure that the separate teams on either side of the Chinese wall act in the best interests of the Class Members they are representing.
  - RHA Used Trucks Limited has separate legal advisors, funding and expert advisors from the RHA.
- If a settlement offer is made or received:
  - in respect of New Truck Sub-Class Members, the RHA's legal advisors will advise the RHA;

- in respect of Used Truck Sub-Class Members, RHA Used Trucks Limited's legal advisors will advise RHA Used Trucks Limited; or
- covering both new and used Trucks, the RHA's legal advisors will advise the RHA and RHA Used Trucks Limited's legal advisors will advise RHA Used Trucks Limited.
- The RHA and RHA Used Trucks Limited have an insurance policy to cover the risk of paying legal costs to the truck manufacturers if the Claim is not successful. That insurance policy is shared. That means the RHA cannot recover legal costs from RHA Used Trucks Limited and vice versa, in the event one succeeds in its arguments against the other. The advantage to this is that (a) the RHA and RHA Used Trucks Limited both avoid the risk of having to pay the other's legal costs, and (b) neither has to expend additional funds to buy further insurance, which would materially reduce any damages payable to the claimants (as it would increase the legal costs of the claim). However, the downside to this is that if one party incurs costs successfully defending an argument from the other, it would not benefit from recovering those costs from the other, and so the overall pot of funds available to distribute to the relevant sub-class would be lower than it may have been. However, the RHA and RHA Used Trucks Limited both believe the likely cost to the class is lower in this shared policy arrangement and that this arrangement is overall in the best interests of claimants. For further information on the insurance policy, please see Q31 below, which includes some important information about the availability of insurance for Class Members who are normally domiciled outside of the UK.
- The way in which the costs of the insurance policy are dealt with in the applicable contractual documents means that there is the potential for new Truck claimants to pay the costs incurred by the used Truck claimants if the used Truck claimants lose their claim (and vice versa). Even if this scenario arises, the RHA and Used Trucks Limited nevertheless believe that this does not detract overall from the benefits to claimants of being able to pool their claims in the collective proceedings particularly bearing in mind that, without the collective proceedings, individual claimants would not likely be able to bring a claim in their own right.
- It is important that you are aware of the arrangements that are being made to represent your interests (whether you purchased or leased new Trucks, used Trucks or both) because in opting in to the Claim, you will be confirming that you understand the nature of the conflict of interest and that you consent to the arrangements which have been made to represent your interests in the Claim and so still wish to be part of the Claim.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>IF YOU DECIDE TO OPT IN</b>	The only way to preserve your chance to get payment from the RHA's Claim is to opt in to the Claim by the deadline of 28 February 2025. To do so:

	<p>If you have already signed up to the RHA's Claim, you must follow the instructions on the email you will receive from the RHA.</p> <p>If you have not already signed up to the Claim, you must do so at the following website <a href="http://www.truckcartellegalaction.com">www.truckcartellegalaction.com</a>.</p> <p>You should read this Notice carefully to ensure that (1) you understand the scope of the Claim (including in respect of the inclusion of both new and used Trucks as explained above and below) and (2) that you want to continue to be part of it. Please also read Q29 below.</p>
<p><b>IF YOU DECIDE TO DO NOTHING</b></p>	<p>If you do nothing you will not be able to get any payment from the RHA's Claim. Unless you are already within an existing claim, you commence a new claim against Scania, or you can reach a settlement with one or more of the truck manufacturers, it is unlikely you would be able to recover any compensation. This is because the time period for bringing new claims against other truck manufacturers is likely to have now expired.</p> <p>If you have previously signed up to the Claim, please note pages 3 and 4 above in relation to your ability to terminate the existing agreements with the RHA and to avoid having to pay a share of any settlement sums to the RHA, RHA Used Trucks Limited, the insurer, the legal representatives, and Therium.</p>

## GENERAL INFORMATION

### 1. Why has this Notice been issued?

The Competition Appeal Tribunal has directed that this Notice be issued following a Collective Proceedings Order (**Order**) made on 5 August 2024. The Order allows the Claim to proceed as a collective claim on behalf of eligible road haulage operators.

This Notice has been issued to inform you of important legal rights you have related to the Claim. This Notice explains the Claim, who is covered by the Claim, your rights in relation to the Claim, how to exercise these rights, and any related deadlines. Please read this Notice carefully as your decisions about the Claim will have legal consequences.

## 2. Who is the Claim against?

The Claim is against a number of companies within the MAN, DAF, and Iveco groups of companies. The specific companies within the MAN group are TRATON SE, MAN Truck & Bus AG, and MAN Truck & Bus Deutschland GmbH. The specific companies within the DAF group are Paccar Inc., DAF Trucks N.V., and DAF Trucks Deutschland GmbH. The specific companies who at one time have been within the Iveco group are Stellantis N.V., CNH Industrial N.V., Iveco S.p.A., and Iveco Magirus AG. It is important to realise that, although the Claim is not being brought against Daimler/Mercedes, Volvo/Renault, or Scania, the Claim does cover trucks manufactured by them, as well as all other makes of trucks.

## 3. What did the truck manufacturers do wrong? What are the Claims?

On 19 July 2016, the European Commission decided that MAN, Daimler/Mercedes, Iveco, Volvo/Renault, and DAF had been involved in illegal cartel activities in relation to trucks weighing 6 tonnes and over. These truck manufacturers admitted their involvement in the cartel and were fined €2.93 billion (the **Cartel**). On 27 September 2017, the European Commission determined that Scania, who had been unwilling to admit its involvement in the Cartel, was also part of the Cartel and fined it €880 million. The Cartel activities occurred between 17 January 1997 and 18 January 2011 and included: (a) colluding on gross list prices of Trucks and discussing net list prices of Trucks; (b) agreeing the cost Truck purchasers should be charged for emissions technologies (Euro 3, 4, 5, and 6); and (c) delaying the introduction of those emissions technologies.

The RHA is bringing the collective claim before the Tribunal to secure compensation for any business (including sole traders) that purchased or leased Trucks between 17 January 1997 and 18 January 2011, as well as for a period after January 2011 until prices returned to competitive levels. The Claim says that you paid higher prices and lost out as a result of the truck manufacturers' unlawful conduct. In particular, it is alleged that road haulage operators paid higher prices for Trucks, as well as suffering higher costs in their businesses because of delays to the introduction of Euro emissions technologies.

## 4. Who has brought the Claim? What is the role of the class representative and sub-class representative?

The Tribunal has authorised the Road Haulage Association Limited to serve as the Class Representative for the Claim and RHA Used Trucks Limited as the Sub-Class Representative for Used Truck Sub-Class Members. The class representatives, as applicable, will be responsible for those aspects for which claimants would normally be responsible, such as instructing lawyers and experts and making decisions on the conduct of the claim (including in relation to any settlement discussions).

The RHA as Class Representative will act for Class Members on the question as to whether purchasers of new Trucks suffered an increase in prices as a result of the Cartel. It will act for New Truck Sub-Class Members on the New Truck Sub-Class Issues. The New Truck Sub-Class Issues in essence relate to whether lessees of new Trucks suffered an increase of prices as a result of Cartel, whether new truck purchasers suffered any loss through the coordinated delays to emissions technologies, and whether new truck purchasers passed on any of their overcharge when they resold their Trucks. The RHA will also act for all Class Members on other questions such as what rate of interest should be payable on their losses.



The Sub-Class Representative will act for Used Truck Sub-Class Members on the Used Truck Sub-Class Issues. The Used Truck Sub-Class Issues in essence relate to the question of whether purchasers and lessees of used Trucks (including spot-hire) suffered loss as a result of the cartel.

In respect of settlement:

- If a settlement offer in respect of New Truck Sub-Class Members is made or received, the RHA's legal advisors will advise the RHA.
- If a settlement offer in respect of Used Truck Sub-Class Members is made or received, the RHA Used Trucks Limited's legal advisors will advise RHA Used Trucks Limited.
- If a settlement offer covering both new and used Trucks is made or received, the RHA's legal advisors will advise the RHA and the RHA Used Trucks Limited's legal advisors will advise RHA Used Trucks Limited.

During the case, the RHA will typically be responsible for communicating with the Class and for issuing formal notices such as this Notice. It will liaise with RHA Used Trucks Limited as appropriate in doing so. There may also be instances in which RHA Used Trucks Limited needs to issue formal notices in respect of Used Truck Sub-Class Members. The RHA will also put updates about the Claim on the dedicated Claim website at [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com).

Although it is the RHA that is bringing the case, the Claim is open to non-members and RHA members alike.

#### 5. What if I bought new and used trucks?

You can join the Claim if you bought new and/or used Trucks.

If you bought or leased both new and used Trucks, in practice all this will mean for you is that the RHA Used Trucks Limited will advance your interests in respect of your used Truck purchases and leasing, while the RHA will advance your interests in respect of new Truck purchasing and leasing.

#### 6. What is the RHA?

The RHA, which was incorporated in 1944, is a substantial not-for-profit trade association dedicated to the interests of the road haulage industry and the only trade association in the United Kingdom dedicated to the interests of the road haulage industry.

#### 7. What is RHA Used Trucks Limited?

RHA Used Trucks Limited is a company specifically set up by the RHA to act as the Sub-Class Representative for Used Truck Sub-Class Members (purchasers of used Trucks and lessees of Trucks (but excluding the first leasing of new Trucks unless on a spot-hire basis) in relation to the Used Truck Sub-Class Issues.

Whilst some of the RHA Used Trucks Limited team are employees of or are otherwise linked with the RHA, RHA Used Trucks Limited is fully independent of the RHA in its role representing Used Truck Sub-Class Members. RHA Used Trucks Limited is separate from the RHA in terms of its

decision-making and there is a Chinese Wall in place within the RHA to eliminate the conflict and to ensure that the separate teams on either side of the Chinese wall act in the best interests of the Class Members they are representing.

## 8. What are collective proceedings?

The Consumer Rights Act 2015 made it possible to bring collective proceedings, which are a form of court procedure that enable a class representative to bring proceedings on behalf of individuals and businesses affected by an infringement of competition rules. Individuals and businesses who have lost out as a result of the same infringement do not need each to bring a separate claim to obtain compensation. Instead, these individuals and businesses may all receive compensation through a single collective claim brought on their behalf.

The core notion of collective proceedings is that they group together similar claims that raise common issues (i.e., the same, similar, or related issues of fact or law). The common issues will be dealt with during the proceedings and the judgment on common issues will be binding on all claimants that opt in to the collective proceedings.

Common issues will cover both how the law is applied to the case and how the compensation owed to road haulage operators should be calculated.

Issues as to how the law is applied to the case will include:

- (a) confirming that the Tribunal has jurisdiction to hear the claims; and
- (b) confirming that the claims have been brought in time.

These two common issues relate to all Class Members and the decision of the Tribunal on these issues will bind all Class Members.

There are other common issues as to how the compensation should be calculated which relate to all Class Members and on which the decision of the Tribunal will bind all Class Members. These comprise the following in respect of both the cartel period and any potential run-off period:

- (c) the extent to which the cartel had an impact on European gross list prices;
- (d) whether and to what extent the cartel had an impact on UK list prices;
- (e) whether and to what extent the cartel had an impact on prices paid by road haulage operators when purchasing new Trucks;

Broadly speaking, all Class Members will have the same common interest in seeking to maximise the overcharge claimed on the original sale of the trucks to new truck purchasers.

There are then the New Truck Sub-Class Issues that relate only to the New Truck Sub-Class Members and on which the decision of the Tribunal will bind those Class Members:

- (f) whether and to what extent the cartel had an impact on prices paid by road haulage operators when leasing new Trucks on their first leasing (but excluding spot-hire);
- (g) whether and to what extent the cartel otherwise had an impact on costs (e.g., fuel costs) borne by road haulage operators when purchasing or leasing new Trucks;
- (h) whether and to what extent there was any resale pass-on of any overcharge suffered;

Finally, there are Used Truck Sub-Class Issues that relate only to the Used Truck Sub-Class Members and on which the decision of the Tribunal will bind those Class Members:

- (i) whether and to what extent the cartel had an impact on prices paid by road haulage operators when purchasing used Trucks;
- (j) whether and to what extent the cartel had an impact on prices paid by road haulage operators when leasing Trucks subsequent to their first leasing or leasing Trucks on a spot-hire basis; and
- (k) whether and to what extent the cartel otherwise had an impact on costs (e.g., fuel costs) borne by road haulage operators when purchasing or leasing used Trucks.

There are other issues that may need to be determined in order to calculate a final damages figure (if any), but these issues are not currently certified as common issues within the collective proceedings. One of these issues is compound interest, which the RHA reserves the right to deal with as a common issue. Another possibility is that the truck manufacturers may raise downstream pass-on as a defence – i.e., they may allege any overcharge was passed on to the claimants' customers in the form of increased prices, such that they suffered no loss.

## 9. What is the class?

Collective claims are brought on behalf of a group of individuals and businesses who are alleged to have suffered a common loss. All individuals and businesses within the group are referred to as the class or class members.

In this case, the Tribunal has made an order setting out the criteria which must be satisfied by any individual or legal person in order for them to be part of the class. See “Am I part of the class?” below (Q17) for an explanation of these criteria.

## 10. What are opt-in proceedings?

The Claim is an opt-in collective claim. In simple terms, if you don't opt in, you're not part of the Claim. This process means that you must take positive steps to opt in to the Claim by the deadline of 28 February 2025 if you wish to be part of the Claim.

If you have already signed up to the Claim and still wish to be part of the Claim, you must follow the instructions on the email you will receive from the RHA. If you have not yet signed up to the claim, you can opt in by registering and signing up at <https://www.truckcartellegalaction.com/>. By opting in to the Claim, you will be agreeing to the steps which the RHA has taken to address the conflict in respect of new and used Trucks and you will be bound by any judgment in the case in relation to the common issues applicable to you (see “What are collective proceedings?” at Q8 above for an explanation of what common issues are).

As to whether you are eligible to opt in to the Claim, see “Am I part of the class?” at Q17 below for further information.

If you have previously registered and signed up to the RHA's collective claim, please read Q11 and Q29 below carefully.

## 11. Why do I need to opt in to the Claim again?

If you have already signed up to the RHA's Claim, and still wish to be part of the Claim, you must opt in by following the instructions on the email you will receive from the RHA. (If you have not yet signed up to the Claim, this Q11 is not applicable to you.)

You must confirm your involvement in the RHA's Claim because the issues relating to the conflict between new and used Trucks were not explained to you when you originally signed up. By confirming that you want to continue with the Claim, you are also confirming that you understand and accept the scope of the Claim (including in respect of the inclusion of both new and used Trucks and the arrangements for dealing with the conflict as explained in this Notice) and that you want to continue to be a part of it.

### **Do I have to be part of the Claim if I have already signed up?**

You do not have to be part of the RHA's Claim if you do not wish to, even if you have already signed up to the claim.

As part of the contractual documents you signed up to when signing up to the RHA's Claim, you agreed to opt in to the Claim. However, the RHA recognises that the issues relating to the conflict between new and used Trucks were not explained to you when you originally signed up.

As such, if you do not wish to opt in RHA and Therium will waive the obligations within the contractual documents requiring you to opt in and will not enforce those obligations against you. Please see Q29 below for further details.

## 12. How much money might I receive?

It is difficult to predict the level of potential compensation that might be awarded, but previous claims brought by Royal Mail and British Telecom found that there had been an overcharge of 5% on the price of new trucks. There could be a reduction in any overcharge claim due to 'pass-on' of the overcharge to others in the price of used trucks (see 27 below) or in higher prices charged for e.g. haulage services. However, interest to the date of any judgment should be recoverable on the net overcharge.

The RHA will be seeking to recover the difference between the price the Trucks should have cost in a competitive market as compared with the cartel prices, as well as any other increases in road haulage operators' costs – for example in relation to fuel – resulting from the cartel activities. Ultimately, the level of damages awarded is a matter to be determined in court. The RHA estimates that the total level of damages that might be awarded could exceed £2 billion, but this will have to be proven. The funders, insurers, legal advisers, and Sub-Class Representative will be entitled to a proportion of the total damages recovered at the end of the Claim. Assuming that the overall damages are at this level, you will retain the vast majority of damages owed to you. If the overall damages turn out to be very much lower than this level, the proportion deducted before you are paid out will be greater (i.e. you will get less).

## 13. How do I get a payment?

No money is available now and there is no guarantee that money will be available in the future. The case will need to be won in the Competition Appeal Tribunal unless a settlement can be agreed with the truck manufacturers before it reaches a final hearing. This process can take time and so please be patient. If and when money becomes available, Class Members will be notified about how to obtain a payment.

#### 14. Do I need to provide information to be able to claim?

The RHA will need to verify that you are eligible to join the Claim and that your claim is valid. After you have registered and signed up to the Claim on [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com), the lawyers at Backhouse Jones working on this matter for the RHA may need to be in touch with you to verify your identity. Also, during the course of the case before the Tribunal, the RHA and/or RHA Used Trucks Limited (as appropriate) may need to ask for information, including in relation to the Trucks you purchased or leased during the claim period. In the meantime, the RHA would ask you to retain all records you have in relation to Trucks you purchased or leased going back to 1992, as well as records in relation to your business' own pricing and costing. That said, if you do not have complete records, you can still join the Claim. The RHA will be seeking to obtain information from the truck manufacturers and third-party sources so as to limit the information required from Class Members.

#### 15. What is the Competition Appeal Tribunal?

The Competition Appeal Tribunal is a specialist court based in London that covers the whole of the United Kingdom and hears disputes such as these related to competition law matters. The Tribunal publishes its Rules and Guidance, together with information about what it does, on its website [www.catribunal.org.uk](http://www.catribunal.org.uk). A summary of the Claim can be found on the Tribunal's website at the following link: [www.catribunal.org.uk/cases/12897718-road-haulage-association-limited](http://www.catribunal.org.uk/cases/12897718-road-haulage-association-limited).

## WHO IS IN THE CLASS?

#### 16. What does it mean to be a class member?

As a class member, if money becomes available, you will be eligible to receive a payment. You will also be legally bound by all Tribunal judgments with respect to the common issues (see "What are collective proceedings?" at Q8 above for the meaning of common issues) arising in this Claim.

Once you opt in to the Claim, you will not be able to make your own claim against the truck manufacturers in respect of the claims included in this case. Effectively, you will be appointing the RHA (and RHA Used Trucks Limited as applicable) as your chosen representative and they will have authority to conduct the legal claim on your behalf. Although the legal framework does not prevent you from settling your own claim against the truck manufacturers after you have opted in to the RHA's collective claim, the legal documents you enter into with the RHA when opting in to these collective proceedings mean that you will (a) need to pay a proportionate share of the costs of the RHA claim being brought if you settle on an individual basis, and (b) hold any settlement proceeds on trust for the litigation funders. However, note pages 3 and 4 above that explain the position in relation to any settlement proceeds where you have not opted in, terminated your agreements with the RHA, and reached a settlement after the three-month

notice period (including accepting any binding offer of settlement made during the opt-in window).

## 17. Am I part of the class?

The Class is any **Person** who:

- (a) between 17 January 1997 and 31 January 2014 entered into a contract for the **Purchase** of a new Truck or **Lease** of a new Truck on its first leasing registered in the United Kingdom for use in **Road Haulage Operations**; and/or
- (b) between 17 January 1997 and 31 January 2015 entered into a contract for the **Purchase** of a pre-owned or used **Truck** or **Lease** of a **Truck** subsequent to its first leasing as a new Truck registered in the United Kingdom for use in **Road Haulage Operations** (or in the event such a person has died on or after 17 July 2018, their **Personal Representative**) ("**Class**" or "**Class Definition**").

The difference between (a) and (b) above is that the claim period for new Trucks is a year shorter than the claim period for used Trucks. This is because the cartel may have had a longer impact on the prices of used Trucks.

The words in bold above have the following meanings:

**Lease** means any form of operating lease, contract hire, finance lease, rental, and spot hire.

**Personal Representative** means the executor or administrator of an estate. So, where an individual (for example, an owner operator) who would otherwise be part of the Class has died on or after 17 July 2018, it is possible for their Personal Representative to join the RHA's collective claim in their place.

**Person** means any persons, whether legal (such as a company) or natural (an individual, such as a sole trader). Accordingly, subject to the exclusions listed at Q18 below, all types of businesses of any size active in Road Haulage Operations can join the RHA's collective claim, including sole traders, owner operators, partnerships, limited companies, and PLCs.

**Purchase** means purchasing outright and purchasing on finance, including hire purchase and lease purchase.

**Truck** means any truck (also referred to as lorries and heavy goods vehicles) weighing between 6 tonnes and 16 tonnes (medium trucks) or any truck weighing over 16 tonnes (heavy trucks). For the avoidance of doubt, Trucks applies to trucks of any make and is not limited to Trucks manufactured by the truck manufacturers who were involved in the unlawful cartel.

**Road Haulage Operations** means a truck operator providing carriage for hire and reward and/or on an own-account basis where: (1) the operator uses a UK standard national licence; or (2) where the operator would require such a licence but for the fact that they fall within an exemption or exception to the applicable licensing regime.

## 18. Is anyone excluded from the class?

Excluded from the Class are the following categories:

- a. All truck manufacturers and persons within their group of companies, at any time since 17 January 1997;
- b. Officers, directors, or employees of any of the companies referred to in (a) above, at any time since 17 January 1997;
- c. All members of the legal teams, experts, and other professional advisers involved in these proceedings;
- d. All members of the Tribunal panel assigned to these proceedings and any judge hearing any appeal in these proceedings;
- e. Any person who has already brought a claim in connection with the European Commission's decisions in Case AT.39824 in respect of any Truck falling within the Class Definition unless such person discontinues or applies to stay (referred to as "sist" in Scotland) their individual claim and opt in to these collective proceedings on or before 28 February 2025;
- f. Any person engaged in Road Haulage Operations exclusively on an **Open Book/Cost Plus** (defined below) basis; and
- g. Any natural person who died before 17 July 2018.

**Open Book/Cost Plus** means supplying Road Haulage Operations through a cost-plus contract whereby the entirety of the cost of Purchasing or Leasing the applicable Trucks is paid for by the customer receiving the Road Haulage Operations.

You can still join the claim even if you at times were engaged in Road Haulage Operations on an Open Book/Cost Plus basis provided that you were also engaged in Road Haulage Operations not subject to an Open Book/Cost Plus contract. You will not, however, be able to claim for Trucks subject to such Open Book/Cost Plus arrangements.

It is also worth noting that if you fall within the Class (because you purchased or leased Trucks during the claim period) but at times were the recipient of road haulage services on an Open Book/Cost Plus basis, you will not be able to claim within the RHA collective claim for any Trucks you effectively paid for as part of an Open Book/Cost Plus arrangement.

## 19. Who is in the sub-class?

There are two sub-classes (with the same exclusions applying as set out in response to Q18 above). The New Truck Sub-Class, represented by the RHA, and the Used-Truck Sub-Class, represented by RHA Used Trucks Limited.

The **New Truck Sub-Class** is any **Person**:

- (a) who between 17 January 1997 and 31 January 2014 entered into a contract for the **Purchase** of a new **Truck** registered in the United Kingdom for use in **Road Haulage Operations**; and/or
- (b) who between 17 January 1997 and 31 January 2014 entered into a contract for the first Lease of a new Truck (unless on a spot-hire basis) registered in the United Kingdom for use in Road Haulage Operations; or
- (c) in respect of a person falling within (a) or (b) who died on or after 17 July 2018, their **Personal Representative**.

The **Used Truck Sub-Class** is any **Person**:

- (a) who between 17 January 1997 and 31 January 2015 entered into a contract for the **Purchase** of a pre-owned or used **Truck** registered in the United Kingdom for use in **Road Haulage Operations**; and/or
- (b) who between 17 January 1997 and 31 January 2015 entered into a contract for the Lease of a Truck registered in the United Kingdom for use in Road Haulage Operations (except if the Lease was the first Lease of a new Truck unless on a spot-hire basis); or
- (c) or in respect of a person falling within (a) or (b) who died on or after 17 July 2018, their **Personal Representative**.

The words in bold have the same meaning as in the response to Q17 above.

This means that if you Leased a new Truck on an operating lease or finance lease or on a contract hire or rental basis, you will belong to the New Truck Sub-Class in respect of that Lease. However, if the Truck has been leased out previously or if you leased a truck (even a new Truck) on a spot-hire basis, you will belong to the Used Truck Sub-Class in respect of that Truck.

## 20. Can individuals opt in to the Claim?

Yes, individuals (e.g., a sole trader) can opt in to the claim provided they run a business active in Road Haulage Operations. Individuals who purchased Trucks as consumers (for example, a family purchasing a horse box) cannot opt in to the claim.

## 21. Can my business opt in if it purchased or leased trucks outside the United Kingdom?

Any business which purchased or leased Trucks both in the United Kingdom and outside the United Kingdom can be part of the RHA's collective claim but it will not be possible to claim for Trucks purchased or leased outside the United Kingdom.

## 22. Can my business in the United Kingdom opt in even if it belongs to a broader group of companies with road haulage operations outside the United Kingdom?

Yes. Any business that purchased or leased Trucks registered in the United Kingdom is entitled to opt in to the Claim regardless of whether or not the business belongs to a larger group of companies with Road Haulage Operations outside the United Kingdom. It will not, however, be



possible to claim within the RHA collective claim for Trucks purchased or leased outside the United Kingdom.

### 23. Does my business need to be an RHA member to opt in?

No. The collective Claim being brought by the RHA is open to members and non-members of the RHA alike.

### 24. Is there a deadline by which I must opt in?

If you wish to opt in to the Claim, you must do so by the deadline of 28 February 2025. If you have not opted in by this date, you will not be able to do so without the permission of the Tribunal, which will only be given in exceptional circumstances.

If you are part of another legal claim seeking damages against the truck manufacturers for the same conduct you cannot also join the RHA's claim, unless you discontinue or apply to stay (referred to as "sist" in Scotland) that other claim and opt in to the RHA's claim by 28 February 2025.

### 25. I am not sure if I am included in the class.

If you are not sure whether or not your road haulage business is included in the class, visit [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com) to review the Order, the FAQs, and other documents which can help you to determine whether you are a part of the Class. If you are still unsure following this, please either email the RHA's advisors at [truckcartel@rha.uk.net](mailto:truckcartel@rha.uk.net) or phone them on 08450 30 50 30.

### 26. Which trucks can I claim for?

Your business can claim for any Trucks (also referred to as "lorries" and "heavy goods vehicles") of 6 tonnes or more purchased outright or on finance and for any leased Trucks – leased Trucks covers operating leases of any length, contract hire, finance lease, rental, and also spot hire. The Claim is not limited to brand new Trucks but also covers pre-owned or used Trucks. In addition, the claim covers all makes of Trucks and is not limited to makes of Trucks manufactured by the truck manufacturers who were involved in the cartel activities.

The cartel itself lasted between 17 January 1997 to 18 January 2011, but your business can also claim for Trucks bought or leased after this period. Indeed, the RHA's collective claim will cover Trucks purchased or leased after 18 January 2011 until prices returned to competitive levels. That is why the Claim period currently lasts until 31 January 2014 in respect of new Trucks and until 31 January 2015 in respect of pre-owned or used Trucks: see "Am I part of the class?" above (Q17).

However, it is possible that you will not have a viable claim for any Trucks purchased after 18 January 2011. This is an issue that will be determined in the legal claim.

### 27. Will any benefit from selling used Trucks at higher prices need to be taken into account when assessing the compensation owed to me?

The RHA's Claim relates to the purchase of both new and used Trucks given that the cartel may have had an impact on the prices of both of these. Where a cartel causes an increase in the price of products, this is called an "overcharge". If the cartel did result in an overcharge on the prices of new trucks, it is possible that the prices of used Trucks might also have increased as a result of the cartel. If the cartel did cause used Truck prices to increase, it is also possible that, when operators resold new Trucks they purchased, they might have been able to resell those Trucks at higher prices than they would have done without the cartel, thereby enabling those operators to recoup some of the overcharge they suffered when purchasing the new Trucks.

As a simple example, if an operator paid an overcharge of £6,000 when purchasing a new Truck but also resold the truck for £2,000 more than they would have done without the cartel, the operator would have suffered an overall loss of £4,000. If the purchaser of the used Truck paid £2,000 more than they would have done, the used Truck purchaser would have suffered a loss of £2,000.

There is a conflict of interest between purchasers of new Trucks and purchasers of used Trucks. This is because those who purchased new Trucks have an interest in showing that none of the overcharge they suffered was passed on when they came to reselling their new Trucks. On the other hand, those who purchased used Trucks will have an interest in showing that the new Truck overcharge was passed on when the new Truck was resold. Broadly speaking, the result of this is that purchasers of new Trucks may receive lower damages the more that any overcharge to the price of new Trucks was passed on when reselling the Trucks, and purchasers of used Trucks would receive more damages. The opposite is also true.

The impact of the cartel on the prices of new and used Trucks and the relationship between the two will be a matter considered by expert witnesses during the Claim.

Because of the relationship between the potential overcharge on new and used Trucks, the RHA cannot simultaneously advance the interests of both purchasers of new Trucks and purchasers of used Trucks in respect of the conflict area. For similar reasons, there is a potential conflict between purchasers of new Trucks and lessees of used Trucks.

The RHA has taken the following steps to address the Conflict Area and to enable purchasers of both new and used Trucks to have their interests fully represented in the Claim. These steps have been approved by the Tribunal:

- The RHA has set up a new company, RHA Used Trucks Limited, to act as the Sub-Class Representative to advance the interests of Used Truck Sub-Class Members (i.e., road haulage operators who purchased used Trucks, leased Trucks subsequent to their first leasing as a new Truck, and leased Trucks on a spot-hire basis). The Sub-Class Representative team is led by Phil Snowden, Membership Director at the RHA.
- A Chinese wall has been put in place between the RHA team and the Sub-Class Representative team to eliminate the conflict and to ensure that the separate teams on either side of the Chinese wall act in the best interests of the Class Members they are representing.
- The Sub-Class Representative has separate legal advisors and expert advisors from the RHA.

- The Sub-Class Representative has also obtained separate funding for used Truck claims. The funding is provided by an investment entity within Therium that is separate from the investment entities providing funding to the RHA for the new Truck claims. There is a separation of personnel at Therium advising the respective investment entities across the new and used Truck claims, as well as a separation of personnel at the investment entities so as to ensure that the advice provided by the respective Therium teams, and decisions taken by the respective investment entity providing funding, for the used Truck claims are not influenced by the interests of the new Truck claims (and vice versa).

It is important that you are aware of the arrangements that are being made to represent your interests (whether you purchased or leased new Trucks, used Trucks or both) because in opting in to the Claim, you will be confirming that you understand the nature of the conflict of interest and that you consent to the arrangements which have been made to represent your interests in the Claim and so still wish to be part of the Claim.

#### 28. What if my business does not have records dating back to 1997?

The RHA appreciates that you may well not have records dating back to 1997. This should not stop your business joining the RHA's Claim. To the extent that you do not have complete records, the RHA considers that it may be able to obtain the information it needs from other sources (such as the truck manufacturers themselves, truck dealers, rental companies, and government vehicle agencies, as well as the records of other Class Members). If you do opt in to the Claim, you should keep any records you do have that may be of relevance to the Claim (including records in relation to your business' own pricing and costing).

## HOW TO OPT IN TO THE COLLECTIVE CLAIM

#### 29. How do I opt in to the Claim?

If your business satisfies the test for being a Class Member and none of the exclusions apply, you can opt in to the Claim. You must do so by 28 February 2025. How you opt in to the Claim depends on whether or not you have previously registered and signed up to the Claim.

##### Not previously registered or signed up?

If you have not yet signed up to the RHA's Claim and wish to do so, you need to register and sign up on or before 28 February 2025 by following the instructions at [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com). Note that it is not sufficient merely to register your interest but it is essential that you actually sign up to the RHA's Claim by the deadline to be part of it. (Please see the section entitled "Previously registered and signed up" below if you have previously registered and signed up to the claim.)

You will be asked to answer some questions about your business and the Trucks you have purchased or leased as part of the registration process.

Once you have registered your interest, you will receive an email sent to the email address you provide during the registration process that will provide you with an internet link. The link will take you to a secure part of the claim website and enable you to sign up to the Claim by following a number of easy steps. You will have a chance to review the various legal documents before you

finally agree formally to sign up to the Claim. Once you have completed this formal sign-up process, you will have opted in to the Claim and be part of it going forward (subject to the RHA's advisors checking in due course that you do indeed satisfy the test for being a Class Member and have a valid claim).

If you are unable to sign up using the claim website, please phone the RHA on 08450 30 50 30 or send an email to [truckcartel@rha.uk.net](mailto:truckcartel@rha.uk.net) and the RHA will explain alternative methods for signing up. This will include being provided with hard copies of the relevant documents which you can sign and return to the RHA's legal advisors. You must sign the hard-copy documents on or before 28 February 2025 and send the original signed copies by Royal Mail Special Delivery (or equivalent) to Backhouse Jones, The Printworks, Hey Road, Clitheroe, BB7 9WD which must reach Backhouse Jones by 10 March 2025.

#### Previously registered and signed up?

Even if you have previously registered and signed up to the RHA's Claim, **you will need to confirm that you want to continue with the Claim on or before 28 February 2025.** You must confirm your involvement in the Claim because the issues relating to the conflict area was not explained to you when you originally signed up. By confirming that you want to continue with the Claim, you are also confirming that you understand and accept the scope of the Claim (including in respect of the inclusion of both new and used Trucks and the arrangements for dealing with the conflict area as explained in this Notice) and that you want to continue to be a part of it.

All businesses who have previously registered and signed up to the RHA's Claim will receive an email sent to the email address provided during the registration process. That will contain a link to a secure part of the claim website where this Notice and specifically Q27 above will be brought to your attention and you will be able to electronically opt in to the Claim again. If you are unable to complete this step on the claim website, please phone the RHA on 08450 30 50 30 or send an email to [truckcartel@rha.uk.net](mailto:truckcartel@rha.uk.net) and the RHA or its lawyers will explain alternative methods for opting in to the Claim.

If you do not wish to be part of the RHA's Claim, you do not need to take any further steps: unless you take steps to opt in again, you will not be included within the Claim. You should take independent advice as to what that means for your ability to seek compensation for the cartel.

If you have previously signed up to the RHA's Claim, the agreements you have already entered into with the RHA and Therium entitle them to a proportion of any money you ultimately obtain as a result of the Claim. If you decide not to opt in to the Claim, you are free to terminate your involvement in the agreements by giving three months' written notice. After the notice period, the RHA, RHA Used Trucks Limited, the insurer, legal representatives and Therium will not seek to recover any money you obtain in connection with the Claim. This means that, after termination, you are free to pursue your own claim against the truck manufacturers or to enter into a settlement with them, should you choose to do so. However, if you did decide to terminate, there is a risk that any new claim that you would have had against the truck manufacturers would be out of time, owing to the length of time that has elapsed since the European Commission's infringement decisions. As such, the RHA would advise you to take independent legal advice before making any decision to terminate.

If you previously signed up to the RHA's Claim before 15 July 2022, you are also likely to be a party to protective proceedings brought on your behalf in the High Court. Those proceedings were brought as a "fall back" option, in case the Tribunal declined to grant the Order for the Claim. The High Court has ordered that the proceedings will be stayed until the end of the opt-in period. The RHA will be in touch thereafter about next steps in the High Court proceedings. After the end of the opt-in period, you will be free to terminate the agreements you have entered into with the RHA and Therium and then later to end your involvement in the High Court Proceedings. If you choose to do so, the terms of those agreements would have required you to repay your proportionate share of the costs of both the Claim and the High Court proceedings, up to the point of termination. However, provided you have not breached the terms of the agreements you entered into with the RHA and Therium, the RHA and Therium will only enforce your obligation to repay costs in relation to the High Court proceedings. These costs are likely to be very small. This means that if you give notice to terminate the agreements and after the end of the three-month notice period, enter into a settlement with any of the truck manufacturers, including acceptance after the three-month notice period of any binding settlement offers that were made by the truck manufacturers during the opt-in period, and then discontinue the High Court proceedings, you will not have to pay out of any damages more than your proportionate share of the High Court proceeding costs.

Finally, note that, unless and until you have decided not to opt in and have terminated your agreements with the RHA and Therium, you will remain bound by the terms of those agreements. This means, for example, that if you enter into a settlement agreement with one or more of the truck manufacturers before expiry of the three months' notice period following termination, you must hold any settlement proceeds on trust for the litigation funders. This will then also become part of the pot of damages which will be distributed among all claimants (including you) at conclusion of the RHA Claim.

### 30. What will it cost me to join the RHA's Claim?

There will be no up front cost to your business in joining the RHA's Claim. Each of the RHA and the Sub-Class Representative has secured funding from specialist litigation funders. If the RHA and/or the Sub-Class Representative lose the Claim, the funders will lose their investment. To offset the risk, the litigation funders will take a fee from the compensation awarded if the RHA and/or the Sub-Class Representative is successful on behalf of Class Members. For more information on the terms of the funding arrangements, see [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com).

### 31. What are the risks for me in joining the RHA's Claim?

Usually in litigation, the losing party is ordered to pay the winning party's costs. As the RHA is bringing this matter on behalf of your business, any such order would generally be made against the RHA.

There are exceptional circumstances in which your business as an individual claimant might be ordered to pay costs where individual issues arising in the litigation do not apply generally to all class members. However, the RHA has taken out a significant level of insurance cover to insure against this risk both in relation to itself, the Sub-Class Representative and in relation to your business. When opting in to the claim, your business agrees to be bound by the insurance policy wording. Your obligations under the insurance policy are explained in more detail at [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com).

At present, if your business is EU rather than UK domiciled, under the policy of insurance arranged by the RHA, if there are exceptional circumstances such that your business is ordered to pay costs, there may be a small shortfall in the amount of insurance coverage available (note that's only in respect of these circumstances – as the RHA is bringing the claim, it is most likely any order would be made against the RHA and not your business). The RHA can discuss this further with you if you wish to opt in, but if this applies to you, the RHA recommends that you seek independent advice about insurance cover before opting in to these proceedings.

### 32. Do I need to opt in to the RHA Claim to be able to claim compensation from the truck manufacturers?

No, your business does not need to opt in to the RHA collective claim in order to claim compensation. See pages 3 and 4 above in this regard. However, if you are considering bringing a claim on your own or joining another claim, you should seek independent legal advice as soon as possible as it might already be too late to bring an alternative claim. Moreover, you should note that competition law claims tend to be expensive to bring and we would expect in most cases that your costs in bringing an individual claim would exceed the compensation you might win.

### 33. How can I stay updated on the progress of the RHA's Claim?

You can visit [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com) and register to receive updates and any future notices via email as the Claim progresses. The RHA's advisors will be in touch with you for any information required and to ensure that the RHA has sufficient information and documents to evidence your claim. If and when money becomes available, you will be contacted with information as to how the money will be paid to you.

### 34. How can I get more information?

This Notice explains the Order. To read the full Order (which is also enclosed at the end of this Notice) and see other information about the claim:

Visit the following websites:

[www.truckcartellegalaction.com](http://www.truckcartellegalaction.com)

[www.catribunal.org.uk/cases/12897718-road-haulage-association-limited](http://www.catribunal.org.uk/cases/12897718-road-haulage-association-limited)

Email the RHA at [truckcartel@rha.uk.net](mailto:truckcartel@rha.uk.net)

Phone the RHA on 08450 30 50 30

For specific queries related to the purchase or lease of used trucks:

Email RHA Used Trucks Limited at [rhausedtrucks@rha.uk.net](mailto:rhausedtrucks@rha.uk.net)

Phone RHA Used Trucks Limited on 0113 322 3950