



Neutral Citation Number: [2024] EWHC 2920 (KB)

Case No: KB-2023-004189 and others

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 18/11/2024

Before :

SENIOR MASTER COOK

Between :

ALEX NOT & OTHERS

Claimants

- and -

- (1) JAGUAR LAND ROVER LIMITED
- (2) BLACK HORSE LIMITED (trading as
Jaguar Financial Services and Land Rover
Financial Services)
- (3) LEX AUTOLEASE LIMITED (trading as
Jaguar Contract Hire and Land Rover
Contract Hire)
- (4) AUTHORISED DEALERSHIPS
- (5) JAGUAR LAND ROVER AUTOMOTIVE
PLC
- (6) JAGUAR LAND ROVER HOLDINGS
LIMITED

Defendants

Ognjen Miletic and Weishi Yang (instructed by **Milberg London LLP** and **Leigh Day**) for the
Claimants

Andrew Kinnier KC and **James Williams** (instructed by **CMS Cameron McKenna Nabarro
Olswang LLP**) for the **1st and 4th to 6th Defendants**

Simon Popplewell (instructed by **Linklaters LLP**) for the **2nd and 3rd Defendants**

Hearing date: 30 October 2024

Approved Judgment

This judgment was handed down remotely at 2.00pm on 18 November 2024 by circulation to the parties or their representatives by e-mail and by release to the National Archives (see eg <https://www.bailii.org/ew/cases/EWCA/Civ/2022/1169.html>).

SENIOR MASTER COOK
Approved Judgment

The DPF Litigation: Not & Ors v JLR Ltd & Ors

SENIOR MASTER COOK:

1. This is the hearing of the Claimants' application for a Group Litigation Order ("GLO"). The application is supported by the fourth witness statement of Polly Blenkin dated 13 August 2024.
2. The Claimants bought, leased or otherwise acquired an interest in diesel Jaguar Land Rover ("JLR") vehicles which are alleged to suffer from various defects, including defective Diesel Particulate Filter ("DPF") systems. These claims are distinct and separate from those pursued against a number of the same Defendants in relation to the alleged inclusion of NOx emissions defeat devices (the "JLR NOx Emissions Litigation").

The nature of the claims

3. Diesel vehicles are fitted with a filter to collect and reduce harmful particulate matter. These filters are known as DPFs. A DPF is located in a car's exhaust and works, in conjunction with the wider DPF system, to capture and store the particulate matter produced by incomplete or less than fully efficient combustion of diesel fuel.
4. An essential aspect of a DPF system is effective regeneration, which involves heating the exhaust gas and the DPF to burn off the accumulated particulate matter stored within the DPF. Regular and effective regeneration cycles are necessary to prevent the build-up of particulate matter within the DPF, which could otherwise block the DPF and impair its functionality and/or performance.
5. The central allegation in this case is that the DPF systems in the Claimants' vehicles (the "Subject Vehicles") were and still are defective, in that the systems did not and/or do not function effectively during commonly encountered driving conditions. As a result of the defective DPF systems, the vehicles suffered from a number of adverse effects. These included being exposed to the risk of material engine damage, increased oil dilution, fuel consumption and engine wear and tear, reduced service intervals and various operational difficulties. As to the latter, in certain circumstances problems with the DPF system can cause the engine management system to trigger "Limp Home Mode", which limits the speed of the vehicle to a crawling pace or shuts the engine down entirely.

The pleaded causes of action

6. The claims have been set out in draft Generic Particulars of Claim which raise the following causes of action:
 - i) **Breach of contract:** claims against the Authorised Dealerships and the Second Defendant or Third Defendant the ("Finance Defendants").
 - ii) **CPUT:** claims for discounts, damages and other relief pursuant to Part 4A of the Consumer Protection from Unfair Trading Regulations 2008 ("CPUT") against the Authorised Dealerships and the Finance Defendants.
 - iii) **CCA:** claims for orders and relief pursuant to ss.140A and 140B of the Consumer Credit Act 1974 ("CCA") against the Finance Defendants.

- iv) **Breach of guarantee:** claims against the First Defendant (“JLRL” or the “Manufacturer Defendant”) and the Authorised Dealerships for breach of manufacturer guarantees / warranties.
- v) **Breach of statutory duty:** claims against the Manufacturer Defendant for breaches of relevant EU legislation and dependent or related domestic legislation, in particular Regulation 13 of the Road Vehicles (Approval) Regulations 2020 (the “RVAR”). The relevant duty requires manufacturers to provide to users of their vehicles all relevant information and necessary instructions that describe any special conditions or restrictions on the use of a vehicle.

The course of the litigation

- 7. England and Wales is not the only jurisdiction in which such claims are being pursued. In the course of the hearing I was told that similar claims are being advanced on behalf of claimants in America and in Australia.
- 8. As is to be expected in litigation of this kind there has been a great deal of contact and co-operation between the parties prior to this application being made. An agreed procedural chronology was included in the core bundle. The following summary is taken from the Claimants’ skeleton argument:
 - i) **Claim Forms:** The first Claim Form in this Litigation (the “Cook Claim Form”) was issued by Milberg London LLP (“Milberg”) on 5 April 2023. To date, a further 6 Claim Forms have since been issued by Milberg, and 1 Claim Form by Leigh Day on 13 August 2024 (the “Norton Claim Form”), comprising approximately 39,000 Claimants. Both Milberg and Leigh Day anticipate that further claims will be issued. Milberg and Leigh Day are also aware that other firms intend to issue proceedings, and are in communication with those firms. Milberg and Leigh Day understand Johnson Law Group have recently issued proceedings and are in the process of obtaining further information in this regard.
 - ii) **Letters Before Action:** Following some initial correspondence regarding the Cook Claim Form and the proceedings more generally, Milberg sent a Letter Before Action (the “Milberg LBA”) to CMS Cameron McKenna Nabarro Olswang LLP (CMS) (at the time, only representing the fifth Defendant and JLRL) and Linklaters LLP (“Linklaters”) (at the time, only representing the Second Defendant) on 15 September 2023. Other Defendants have, over time, been provided with the Milberg LBA when they have been brought into the proceedings. Leigh Day sent Letters Before Action (the “Leigh Day LBAs”) to CMS on 20 June 2024 and to Linklaters on 25 July 2024.
 - iii) **Letters of Response:** Letters of Response to the Milberg LBA were provided by: (i) CMS on 9 November 2023; (ii) Linklaters on 23 January 2024; (iii) Radius Law, on behalf of Harwoods Limited (an Authorised Dealership), on 5 February 2024; and (iv) HCR Hewitsons, on behalf of Perrys Motor Sales Limited (an Authorised Dealership), on 16 February 2024. Letters of Response to the Leigh

Day LBA were provided by: (i) CMS on 31 July 2024; and (ii) Linklaters on 22 August 2024.

- iv) Draft GLO Issues: A draft list of GLO Issues was originally sent to CMS, per their request, on 17 October 2023. Linklaters were copied into this correspondence, as were the remaining Defendants listed on the Cook Claim Form (comprising a number of Authorised Dealerships). Substantive comments on these issues were first received from CMS on 29 July 2024.
- v) Draft GLO: A first draft of the GLO was provided to CMS and Linklaters on 8 April 2024.
- vi) Draft GPOC: The Draft GPOC was first provided to CMS and Linklaters on 20 May 2024.
- vii) Agreement to GLO: CMS (on behalf of its clients) confirmed to Milberg their agreement for this Litigation to be managed by way of a GLO on 29 July 2024 and Linklaters (on behalf of the Finance Defendants) did the same on 7 August 2024.
- viii) GLO Application: The GLO Application was made on 13 August 2024.
- ix) Extensions of time: Periodically, the Claimants represented by Milberg have obtained orders extending time for service of Claim Forms and related Particulars of Claim. As explained in Ms Blenkin's fourth witness statement, these have been for the purpose of procedurally aligning the various Claim Forms in advance of a GLO hearing, and have taken the form of: (i) Consent Orders agreed with represented and responsive Defendants (including, in particular, those represented by CMS and Linklaters); and (ii) Orders granted following applications made by the Claimants in respect of unresponsive Defendants.

Should a GLO be made

- 9. The fact that the parties agree a GLO should be made is not determinative of the issue. I recently summarised the applicable principles in *Hammon & Ors v University College London* [2024] EWHC 1744 (KB) and do not propose to rehearse them again. In any event CPR 19.22 (2) (d) makes it clear that a GLO may only be made in the King's Bench Division with the consent of the President of the Division.
- 10. I have concluded that it is appropriate to make a GLO for the conduct of this litigation. There are a number of factors which point to this conclusion.
- 11. Firstly, approximately 42,000 claims have been issued on behalf of approximately 39,000 Claimants. I am satisfied that it is likely that more claimants will join the Litigation, not least given that the Subject Vehicles involve a range of models which were acquired from 2014 onwards and remain in market circulation. Indeed, the parties estimate that over a million current and former owners of Subject Vehicles might be eligible to join the Litigation. In the circumstances, establishment of a Group Register, the publicising of the GLO and a suitable cut-off date are therefore all valuable case management features of a GLO which will further the Overriding Objective.

12. Secondly, I am satisfied that other Claimant Firms are likely to bring claims which fall within the scope of the proposed GLO. The Claimants have already identified three such firms of which they are aware. The case management mechanism of appointing Lead Solicitors and establishing the Claimant Steering Committee and the Claimant Solicitors' Group would therefore provide an effective and cost efficient mechanism for managing any further claims advanced by any such firms in the Litigation.
13. Thirdly, given the nature of the Litigation, I am satisfied the relevant causes of action and the Defendants against whom those causes of action lie, will differ depending on the specific circumstances of each Claimant. In the circumstances a GLO would provide a suitable mechanism for the resolution of the GLO Issues, including the level of damages, in an effective manner, and through the identification of Lead Cases.
14. It is also of some relevance that similar claims being pursued in other jurisdictions such as America and Australia are being managed in an equivalent manner.
15. Having received my recommendation, the President of the King's Bench Division has confirmed that she is prepared to agree with it and has provided her consent to the making of a GLO order.

The terms of the proposed GLO

16. The terms of the proposed GLO are, with one small exception, agreed between the parties and are in conventional form. The only remaining dispute relates to the questions contained in the Schedule of Claimant Information ("SOCI") which forms schedule 2 to the proposed GLO order.
17. The parties have agreed that SOCIs should be provided for only a 25% sample of the Claimant cohort and have agreed the wording for all questions save for two.
18. The first dispute is whether question 41 of the draft SOCI should be included or not. The Defendants require the question to be included and drafted as follows:

41	If you have selected one or more of the issues set out in question 40 above (other than "None"), please confirm on what basis you understand that issue or those issues to relate to the DPF system of your vehicle.	<ul style="list-style-type: none"> • Confirmed by an authorized JLR dealer/repairer (and if so, who) • Confirmed by another mechanic (and if so, who) • Confirmed following own inspection of the vehicle (and if so, on what basis) • Other – please specify
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		<ul style="list-style-type: none"> • Not known
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19. On behalf of the Claimants Mr Miletic submitted that the Defendants’ proposals will increase the burden on the Claimants and overall costs disproportionately, without any commensurate benefit to case management progression or the ability to select lead cases. He pointed out that if one were to take an hourly rate of £175 for a paralegal, each extra 15 minutes in dealing with a query from a client on a particular question would cost around £546,875 when extrapolated across 25% of the group. In the circumstances he suggested a balance needs to be struck in relation to SOCIs, recognising that they are not intended to be a substitute for or serve the same purpose as individual pleadings and referred to the observations of Senior Master Fontaine in the case of *Cavallari v Mercedes-Benz Group* [2023] EWHC 512 (KB):

“I recognise that is (sic) necessary to strike a proportionate balance between:

i) including what is strictly necessary in terms of specifying a complete cause of action, assisting the parties and/or the Managing Judge to identify potential lead cases, and providing the Defendants with sufficient information to obtain a reasonably informed view about the likely quantum of claims; and

ii) keeping the exercise as straightforward as possible, so that excessive and costly queries are kept to a minimum, and where possible more detailed information be provided at a later stage in proceedings, possibly by a more limited group of Claimants, when identifying an appropriate pool of Claimants from which to identify potential lead claimants.”

20. Mr Miletic pointed out that question 38 requests the Claimants to identify any issues experienced with their vehicle if known.

21. On behalf of the JLR Defendants Mr Kinnier KC submitted that without this information, the response to the previous question is of very limited use. He made the point that the Claimants must know why they think any problems they allege are attributable to the DPF, otherwise they could not have signed up to bring a claim based on alleged problems with the DPF. Question 40 was agreed in the following terms:

40.	What issues (if known) have you experienced with your vehicle. You may select more than one.	<ul style="list-style-type: none"> • Limp mode • Breakdown
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		<ul style="list-style-type: none"> • DPF warning light • Increased fuel consumption • Increased oil usage • Shortened service intervals • DPF blockage / full DPF • Oil dilution / contamination • Engine damage / increased engine wear • Unclear at present • None
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22. Mr Kinnier KC did not accept the point that had been made by Milberg in correspondence and developed by Mr Miletic in argument, that this was not a matter individual Claimants could comment on and was more properly a matter for expert evidence, as the point of the question was to establish the factual basis for the Claimant's belief.
23. The second dispute concerns the drafting of question 43 of the draft SOCI. The Defendants propose the wording, "*Please state the total amount of your loss, even if it is an approximate amount at this stage*".
24. Mr Miletic submitted that this was not an appropriate question for the SOCI stage as the question of loss is likely to be a complicated issue, and again would require expert evidence and legal argument. He also pointed out that the calculation of damages claimed will vary under each cause of action and include, for example, the difference in value between the Subject Vehicles as warranted and their actual value, the accelerated depreciation in value of the Subject Vehicles, the costs of additional fuel consumption, servicing and maintenance and damages for distress, disappointment and inconvenience. Further, the question of loss will also require consideration by the Court of relevant discounts sought under CPUT and/or the CCA, on which the lay clients cannot be expected to have a view which will be of assistance.
25. In the circumstances, Mr Miletic submitted that the Defendants' question recognised that the estimate of loss would be 'approximate' in any event, and that the cost and resources required to provide such a figure at this stage is disproportionate.

26. In the spirit of compromise Mr Miletic proposed the wording, “*If you have incurred expenses related to the issue/s identified, such as repair bills and increased servicing requirements, please state the approximate total amount of those expenses.*”.
27. Mr Kinnier KC expressed the concern that the Claimants have not yet particularised their losses or even set out in any detail how their losses might be calculated. He suggested that the Claimants must know, at least roughly, the financial losses the alleged DPF problems have caused them. If so, they should say so at this stage so the JLR Defendants can begin to quantify the claims.
28. On behalf of the Finance Defendants Mr Popplewell supported the submissions made by Mr Kinnier KC.

Decision

29. I have concluded that question 41 should be included in the SOCI and that the Claimants’ formulation of question 43 should be preferred.
30. My reasons can be shortly stated. I agree with Mr Kinnier KC that question 41 follows on naturally from question 40. The information must be known to the Claimants and the answers will assist the Defendants identify appropriate lead cases.
31. The whole point of the SOCIs is to avoid the necessity of full pleadings. I accept that the inclusion of the question may lead to some increased cost. However that cost must be seen in context. The full cost of pleading the claims in the traditional way would be vastly more expensive and it has been agreed between the parties that the SOCIs will be restricted to a sample of 25% of the Claimant cohort. The inclusion of the question strikes the appropriate balance between the provision of information and the cost of providing it having regard to purpose it is required for.
32. As to the form of question 43, I agree with Mr Miletic that the Defendants’ formulation would be difficult for many Claimants to answer with any degree of confidence. The Claimants’ formulation would enable the provision of the out of pocket losses claimed by each Claimant which they should be in a position to provide. The Defendants accept that any information provided as to other heads of loss would be approximate only.
33. In the circumstances this strikes the right balance between providing useful hard information in relation to the valuation of the claims and speculative soft information.

Next steps

34. All parties are agreed that no substantive case management will take place until early 2026. In the circumstances I have decided, in consultation with the President of the King’s Bench Division, that the identity of the managing judge need not be provided now. The order should provide that a managing judge will be appointed in October 2025.
35. I attach to this judgment as appendix 1 a final version of the GLO order.

Appendix 1

THE JLR DPF GROUP LITIGATION

Claim Nos. KB-2023-004189 and Others

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Before Senior Master Cook

BETWEEN:

ALEX NOT

and the other Claimants listed

in the Claim Forms listed at Schedule 5 to this Order

Applicants / Claimants

- and-

(1) JAGUAR LAND ROVER LIMITED

**(2) BLACK HORSE LIMITED trading as Jaguar Financial Services and trading as Land Rover
Financial Services**

**(3) LEX AUTOLEASE LIMITED trading as Jaguar Contract Hire and trading as Land Rover
Contract Hire**

(4) AUTHORISED DEALERSHIPS as listed at Schedule 4 to this Order

(5) JAGUAR LAND ROVER AUTOMOTIVE PLC

(6) JAGUAR LAND ROVER HOLDINGS LIMITED

Respondents / Defendants

ORDER

UPON hearing (i) Leading Counsel and Counsel for the Applicants, (ii) Leading Counsel for the 1st Respondent and certain of the Authorised Dealership Defendants listed at Schedule 4, and (iii) Counsel for the 2nd and 3rd Respondents.

AND UPON the Claimants having agreed to remove the Fifth and Sixth Defendants from their Claim Forms in these proceedings, subject to the parties entering into a standstill agreement.

AND UPON the President of the King's Bench Division having consented to an Order being made in the following terms.

IT IS ORDERED that:

A. Scope of the Group Litigation Order

1. This Group Litigation Order ("**GLO**") applies to each claim by a Claimant or prospective Claimant:

- (a) brought against one or more of the Defendants;
- (b) in respect of Subject Vehicles (as defined in paragraph 18 below) acquired in England or Wales and manufactured by the Manufacturer Defendant; and
- (c) which raise at least Issues 1 and 10, and at least one of Issues 5 to 9, of the GLO Issues identified, for the purposes of CPR 19.22(2)(b), in **Schedule 1** to this Order,

and such claim is referred to in this Order as a "**Claim**" and together the "**Claims**".

2. The Claims which are the subject of this Order shall constitute and shall be known as "**The JLR DPF Group Litigation**" and are to be conducted in accordance with the terms of this Order and any subsequent orders. The parties to these Claims are bound by the case management orders and judgments or orders of the Court made in relation to The JLR DPF Group Litigation.

B. Definitions

3. "**Authorised Dealerships**" refer to those motor vehicle dealerships which are or were authorised by the First Defendant to sell and/or supply Subject Vehicles in England & Wales.

4. **"Claim(s)"** as defined in paragraph 1 above, and **"Claim Form(s)"** shall be read throughout as excluding counterclaims.
5. **"Claimant Firm"** means the Lead Claimant Solicitors, the Claimant Steering Committee, the Claimants' Solicitors Group or a solicitor firm instructed by 20 or more Claimants in The JLR DPF Group Litigation, or a combination of them as the context requires.
6. **"Claimants"** are those who bought or otherwise acquired or have had an interest in a Subject Vehicle and whose details will be or are included on the Group Register in the manner and under the terms set out in paragraphs 25 and following below. Pending the establishment of the Group Register, the Claimants are those claimants listed on the Claim Forms listed at **Schedule 5**.
7. The **"Claimant Steering Committee"** is made up of Milberg London LLP and Leigh Day. The Court and the Defendants will be informed within 21 days of any changes to the membership of the Claimant Steering Committee. Unless otherwise agreed between the parties, other firms may deal directly with the Defendants and the Court, but only in relation to individual matters concerning the Claimants they represent.
8. A **"Claimants' Solicitors Group"** may be formed should other solicitors be instructed by 20 or more Claimants in The JLR DPF Group Litigation and in order to provide a mechanism for the Lead Claimant Solicitors and/or Claimant Steering Committee to liaise with other firms representing Claimants including with respect to how the claims are best progressed. If a Claimants' Solicitors Group is formed, the Lead Claimant Solicitors will notify the Defendants within 28 days and provide a membership list of the relevant firms. The Court and the Defendants will be informed within 28 days of any changes to the membership of the Claimants' Solicitors Group.
9. The **"Defendants"** are identified in the heading to this Order, of which:
 - (a) The **"Manufacturer Defendant"** is the First Defendant listed in the heading to this Order.
 - (b) The **"Finance Defendants"** are the Second and Third Defendants listed in the heading to this Order.
 - (c) **"Authorised Dealership Defendants"** means the entities grouped as the Fourth Defendant in the heading to this Order and listed as Authorised Dealership Defendants in the schedules to the Claim Forms and any other Authorised

Dealerships against which a Claim is brought.

10. **"GLO Issues"** are the common or related issues of fact or law which are identified in **Schedule 1** hereto, as may be amended from time to time.
11. **"Defendant Solicitors"** means CMS Cameron McKenna Nabarro Olswang LLP for the Manufacturer Defendant and the Authorised Dealership Defendants identified as such in **Schedule 4**, Linklaters LLP for the Second and Third Defendant, and other law firms representing Authorised Dealership Defendants.
12. **"Defendant Solicitors Email Group"** means the email addresses constituting the same, as varied from time to time by notice in writing from the relevant party to Lead Claimant Solicitors and the Defendant Solicitors (as applicable), which as at the date of the date of this order are as follows:

Defendant/s	Email addresses
Manufacture Defendants and those Authorised Dealership Defendants represented by CMS Cameron McKenna Nabarro Olswang LLP	CMSExternalDPFClaims@cms-cmno.com
Finance Defendants	dlinklatersdpfclaims@linklaters.com satindar.dogra@linklaters.com marc.lenzo@linklaters.com

In relation to email service under the terms of this Order, the following conditions apply unless amended or varied by notice in writing from any of the Parties:

- (a) email service on the Authorised Dealership Defendants is only permitted to the extent those entities are represented by CMS Cameron McKenna Nabarro Olswang LLP. For unrepresented Authorised Dealership Defendants or those not represented by CMS Cameron McKenna Nabarro Olswang LLP, email service is not permitted unless otherwise agreed with the unrepresented Authorised Dealership Defendants or their alternative legal representatives;
- (b) as to service by email:

- i. the maximum size for an individual email and its attachment is 20 megabytes;
 - ii. the term "SERVICE" is to be clearly shown in the subject line of the email; and
 - iii. service is to be effected upon all of the relevant email addresses listed in the table above at the same time.
- 13. **"Lead Case"** means a case which, following its selection as a Lead Case, alone or together with other such cases is intended to dispose, so far as possible, of issues (primarily but not limited to the GLO Issues) between the parties to this litigation but subject to CPR 19.23(1).
- 14. **"Lead Claimant Solicitors"** means Milberg London LLP.
- 15. **"Management Court"** is the King's Bench Division of the High Court, Royal Courts of Justice, Strand, London, WC2A 2LL.
- 16. **"Managing Judge"** is such Judge nominated from time to time to hear, if possible, all pre-trial applications in this litigation and to conduct the trial.
- 17. **"Managing Master"** is the Senior Master, or such other Master nominated from time to time to hear any pre-trial applications in this litigation that are not suitable to be dealt with by the Managing Judge and are released thereto by the Managing Judge.
- 18. **"Subject Vehicles"** are the diesel Jaguar Land Rover vehicle models listed in **Schedule 8** to this Order.

C. Documentation

- 19. All documents (including Claim Forms, case statements, applications and witness statements) filed with the Managing Court in respect of a Claim which is the subject of this Order shall be marked with the short title of the Claim and shall be marked in the top left - hand corner ***"The JLR DPF Group Litigation"***.

D. Defendant Solicitors

- 20. Any correspondence to be addressed to the Defendants shall be addressed to the appropriate Defendant Solicitors, save for Defendants not represented by the Defendant

Solicitors, in which case correspondence should be directed to the Defendant's alternative solicitors or direct to the Defendant.

E. Future Claims

21. All future Claims to which this Order applies by virtue of paragraph 1 must be issued out of the Management Court and, provided the Standard Minimum Requirements are met (as set out at paragraph 41 below), be entered on the Group Register.

F. Transfer of Existing Proceedings and Notices of Change

22. Any existing claim: (i) to which this Order applies by virtue of paragraph 1 above; and (ii) which is proceeding other than in the Management Court, is to be transferred forthwith to the Management Court. Solicitors for the parties are to co-operate in identifying such Claims, including in accordance with paragraph 23 below. On identification of such Claims, the Lead Claimant Solicitors are to send a copy of this Order to each transferring Court. Notices of Transfer in accordance with paragraph 4.1 of CPR PD30 are hereby dispensed with; and provided that each such Claim meets the Standard Minimum Requirements (as set out in paragraph 41 below) be entered forthwith onto the Group Register in accordance with the terms of this Order and CPR 19.22(3)(a)(i) and (iii).
23. If any Defendant is or has been served with a Claim Form for one or more Claims falling within paragraph 1 of this Order, other than by one of the firms which is a member of the Claimants' Solicitors Group, then the Defendant shall ensure that the Lead Claimant Solicitors are informed of the name of the Claimant(s) on the Claim Form, the Claimants' solicitors (if any) and all available contact details of the named Claimant and/or the Claimants' solicitors (if any), within 28 days of such service.
24. The requirement to file individual Notices of Change pursuant to CPR 42.2 where a Claimant changes legal representation is hereby dispensed with and replaced by the obligation to file a list in the form attached at **Schedule 6** to this Order at the same time as the first iteration of the Group Register is served under paragraph 25 below and thereafter at the same time as service of the updated Group Register in accordance with paragraph 32. This paragraph does not apply to any Lead Cases, as to which CPR 42.2 will continue to apply.

G. The Group Register

25. A Group Register, on which details are to be entered of the Claims that are subject to this and subsequent orders in this litigation and that comply with the Standard Minimum Requirements as set out in paragraph 41 below, shall be set up and managed by the Lead Claimant Solicitors in accordance with this Order. The Lead Claimant Solicitors will be responsible for establishing and maintaining the Group Register in respect of all Claimants. The Claimant Firms will use their best endeavours to ensure that there is no duplication of claims in the Group Register.
26. All issued Claim Forms to which this Order relates, and which have not already been served, shall be served by the Claimant Firm on the Defendants, which for the Defendant Solicitors shall be via email to the Defendant Solicitors Email Group, by no later than 4 p.m. on **16 January 2025**.
27. The Lead Claimant Solicitors will serve a Master Duplicate Ledger (in the form set out at **Schedule 9** to this Order) at the same time as the first iteration of the Group Register (paragraph 30) which identifies duplicate claims on the Claim Forms and details which Claim Form that client will be relying upon. The Claimants are not obliged to amend the Claim Forms to remove duplicate claims that have been identified on the Master Duplicate Ledger.
28. The Group Register shall be established by the Lead Claimant Solicitors no later than by 4 p.m. on **28 March 2025**. It is a condition of being entered on the Group Register that each Claimant has complied with the Standard Minimum Requirements set out at paragraph 41 below.
29. Subject to paragraph 30, the following details shall be recorded in respect of each Claim which is added to the Group Register:
 - (a) a unique identifier for the Claimant and the Subject Vehicle in respect of which the Claim is made;
 - (b) full name and address of the Claimant and, where any joint Claim is being pursued by another Claimant, the corresponding joint Claimant and the unique identifier of the corresponding joint Claim;
 - (c) full name and address of the Defendant or Defendants against whom the Claim is being pursued;

- (d) the number of the Claim Form(s) under which the Claim was issued;
- (e) the date on which proceedings were issued for the Claim, or, if the Claim was subsequently added by way of a Claim Form amendment, the date of the amendment;
- (f) the Vehicle Identification Number (“**VIN**”) of the Subject Vehicle(s) in respect of which the Claim is made;
- (g) the Vehicle Registration Number (“**VRN**”) of the Subject Vehicle(s) in respect of which the Claim is made;
- (h) the firm of solicitors currently instructed by the Claimant in relation to the Claim, if any;
- (i) the date upon which the Claimant’s Claim was entered on the Group Register; and
- (j) the date of removal of the Claimant’s Claim from the Group Register, if it is so removed.

For the avoidance of doubt, where a Claimant is bringing a Claim in relation to more than one Subject Vehicle, an entry should be made for each Claim (and therefore Subject Vehicle).

- 30. The details listed in paragraph 29(c) shall be recorded in respect of each Claim added to the Group Register as soon as practicable and no later than the third version of the Group Register produced in accordance with paragraph 32.
- 31. The Lead Claimant Solicitors shall serve an electronic copy of the Group Register in Excel format on all Defendants within 14 days of its establishment. For the avoidance of doubt, the Lead Claimant Solicitors are permitted to serve an electronic copy of the Group Register by post.
- 32. The Lead Claimant Solicitors shall review and update the Group Register every 4 months, the first such review to take place on the first working day 4 months after the Group Register is served in accordance with paragraph 30 above. The Lead Claimant Solicitors shall serve an electronic copy of the Group Register in Excel format on all Defendants within 14 days of each such update.
- 33. Where an amendment has been made to an existing entry on the Group Register, the amendments should be identified in red text. The Defendants may object to amendments in accordance with paragraph 34 below. If no objection is made, the next updated Group

Register (if a further version is served) shall convert such amendment from red to black text.

34. Subject to paragraph 35, any of the Defendants may give written Notice of Objection to the Lead Claimant Solicitors in respect of any Claim that has been entered on the Group Register, or as to the accuracy of any other information entered thereon, within 4 months of the service of the version of the Group Register in which the Claim or information is included for the first time, stating the nature of the objection and the ground(s) for it. In the absence of written confirmation within 4 months of the Notice of Objection that the objection has been accepted by the Lead Claimant Solicitors, any of the Defendants may apply to the Management Court for determination of the issue. Such a Notice of Objection shall not affect the individual Claimant's entitlement to keep their relevant Claim on the Group Register unless and until the Court directs otherwise.
35. The earliest the Defendants may give written Notice of Objection to the Lead Claimant Solicitors in respect of any Claim where the nature of the objection and the ground(s) for it concern the omission of the details at paragraph 29(c), is within 4 months of the service of the third version of the Group Register.
36. The parties shall otherwise be permitted to apply to the Management Court to remove a Claimant's Claim from the Group Register where there are appropriate grounds for doing so.
37. A Claimant's Claim shall remain on the Group Register until such time as they serve a Notice of Discontinuance in accordance with paragraph 38 below or, if required, obtain permission to discontinue, or if the Claim is otherwise disposed of prior to trial, or if the Court orders its removal. In any such event, the Claimant's Claim shall be removed from the Group Register on the expiration of the last day of the period of account during which Notice of Discontinuance or permission to discontinue is given or the effective date of disposal occurred. For these purposes, the period of account shall be each period of 4 months commencing with the date on which the Group Register is served.
38. For the purposes of CPR 38.2(2)(c), consent to discontinue any Claim given by the other Claimants may be given by the Lead Claimant Solicitors. Pursuant to CPR 38.3, after obtaining consent to discontinue a Claim, the Claimant's legal representatives must file a list in the form attached at **Schedule 7** to this Order along with the Notice of Discontinuance and serve it on the Defendants and notify the Lead Claimant Solicitors. This paragraph does not apply to any Lead Cases, as to which paragraph 40 of this Order will continue to apply.

39. The Lead Claimant Solicitors shall, as a schedule to the Group Register, maintain a list called the "**Inactive Claims Register**" detailing:
- (a) all information set out in the relevant Group Register entry immediately before the removal of the Claim from the Group Register;
 - (b) the reason for the removal of the entry from the Group Register, which shall be limited to specifying whether the Claim has been struck out, settled or discontinued;
 - (c) the date of the filing of the Notice of Discontinuance or other form of disposal; and
 - (d) the date on which the Claimant's claim is removed from the Group Register in accordance with paragraph 37 above.
40. There shall be no discontinuation of any Claim selected as a Lead Case unless permission is given by the Court following application on notice to all parties.

H. Standard Minimum Requirements

41. The Standard Minimum Requirements for entry of a Claim onto the Group Register in accordance with paragraph 28 above are as follows:
- (a) the relevant Claim Form (in respect of which the issue fee has been paid) has been issued, on which the Claimant is named;
 - (b) the relevant Claim Form on which the Claimant is named must have been served. The requirement to serve separate individual Particulars of Claim is hereby dispensed with, subject to further order;
 - (c) the Claimant must claim to be, or to have been, the owner (including joint owner) of or to have, or have had, an interest in the Subject Vehicle in respect of which the Claim is made whether by purchase, hire purchase, lease, personal contract plan or other finance terms or by some other means. The Subject Vehicle must have been acquired in England or Wales; and
 - (d) the Claim must raise both Issues 1 and 10, i.e., an allegation of the existence of a defective DPF System and a claim for loss, and at least one of Issues 5 to 9 of the GLO Issues, and meet the requirements at paragraph 1(a) and (b) of this Order.

I. Schedules of Information

42. Subject to paragraph 44 below and any Party being at liberty to apply to the Court for an order requiring for further Schedules of Information to be served, 25% of the Claimants (to be selected on a random basis) who, as of the date of this Order, have issued proceedings to which this Order applies by virtue of paragraph 1 above and which (a) meet the Standard Minimum Requirements for entry on the Group Register, and (b) have been entered on the Group Register, shall serve an electronic copy of a Schedule of Information in the form set out in **Schedule 2** and in Excel format on all Defendants, as soon as reasonably possible, and in any event in accordance with the following timetable:
- (a) By no later than 4 p.m. on **31 August 2025**, the Claimants shall serve 5,000 such Schedules of Information;
 - (b) The Claimants will serve 5,000 further such Schedules of Information every four months thereafter until such time as Schedules of Information have been served for 25% of the Claimants entered on the Group Register; and
 - (c) should additional Claimants be entered on the Group Register, the Claimants shall continue to serve further Schedules of Information in respect of the additional Claimants every four months in order to ensure that the number of served Schedules of Information attains, and does not fall below, the threshold of a randomly selected sample of 25% of the number of Claimants that are entered on the Group Register at any one time.
43. The information to be provided in the Schedule of Information is to be provided to the best of each Claimant's knowledge and belief and the Statement of Truth shall be signed by the Claimants or their legal representative.
44. The time for a Claimant to serve a Schedule of Information in relation to their Claim shall be suspended pending resolution of a Notice of Objection which is raised for that Claim in accordance with paragraph 34 above.
45. Where joint Claimants (i.e. joint owners or lessees) claim in respect of the same Subject Vehicle and in respect of the same period of ownership, they may serve a single Schedule of Information containing the information in respect of each Claimant.

46. As to the updating of Schedules of Information, unless the Court orders otherwise, no Claimants are required to amend a Schedule of Information in respect of their Claim(s) in the event of change of information.

J. Statements of Case

47. The Claimants shall file and serve Generic Particulars of Claim by 4 p.m. on **28 February 2025**.
48. The Manufacturer Defendant shall file and serve a Generic Defence by 4 p.m. on **31 July 2025**.
49. The Finance Defendants and the Authorised Dealership Defendants shall each file and serve a Generic Defence by 4 p.m. on **12 September 2025**.
50. The Claimants shall, if so advised, file and serve a Generic Reply to the Generic Defence of the Manufacturer Defendant by 4 p.m. on **31 October 2025**.
51. The Claimants shall, if so advised, file and serve Generic Replies to the Generic Defences of the Finance Defendants and Authorised Dealership Defendants by 4 p.m. on **30 November 2025**.

K. Provisions for Costs Sharing and for Costs on Settlement or Discontinuance

52. Save as otherwise ordered, the liabilities for costs for the Claims are to be determined in the following manner:
- (a) **"Costs"** has the meaning given in CPR 44.1.
 - (b) **"Individual Costs"** mean those costs incurred for and/or in respect of any individual Claimant's Claim in relation to matters which are particular and personal to that Claimant and/or those joint Claimants, irrespective of the number of vehicles in respect of which that Claimant claims.
 - (c) **"Common Costs"** are all costs and disbursements other than Individual Costs (and include, for the avoidance of doubt, all the costs within the definition of common costs in CPR 46.6(2)) and shall (unless ordered otherwise) include costs incurred for and in respect of any Lead Cases from the date of their respective nomination(s) as a Lead Case, and the costs of and associated with the management and review of the Group

Register and such database(s) of Schedules of information that may be ordered in the future, including challenges to the same.

- (d) The liability of each party for costs, and each party's entitlement to recover costs, shall be several and not joint. Unless ordered otherwise (and subject, in the case of the Claimants' liabilities to their own legal representatives, to any costs sharing agreement that they may enter *inter se*) each Claimant's share of the Claimants' Common Costs and the costs of any given Defendant shall be calculated by reference to the number of Subject Vehicles in respect of which the Claimant claims against that Defendant; so that (for example) if there were a total of 100 Subject Vehicles in respect of which claims were being made against that Defendant, a Claimant claiming in respect of one vehicle would be severally liable for one one-hundredth of the Common Costs (both the Claimant's Common Costs and any liability for that Defendant's Common Costs), and a Claimant claiming in respect of two vehicles would accordingly be liable for two one-hundredths of such Common Costs.
- (e) Each Claimant is solely responsible for the Individual Costs relating to that Claimant.
- (f) Each Defendant is solely responsible for the Individual Costs relating to that Defendant.

53. Each Claimant is severally liable for a share of the Commons Costs as provided for at paragraph 52(d) above, or as the Court may order otherwise, to be determined as follows:

- (a) There shall be accounting periods for the purposes of calculating Common Costs.
- (b) The first accounting period shall be deemed to run from and including 1 November 2022 to and including 1 January 2025. Thereafter, quarterly accounting periods shall run for three months from and including the following dates in each year: 1 April, 1 July, 1 October, and 1 January.
- (c) Each of the Claimants on the Group Register, or whose Claim is subsequently entered on the Group Register, shall, for the purposes of calculating the amount of Common Costs to be shared between Claimants, be treated as if they had been a Claimant from the beginning of the first accounting period.
- (d) The Common Costs incurred in any quarterly accounting period by the Claimants are to be divided by the number of Subject Vehicles in respect of which Claimants are deemed by sub-paragraph (c) above to have been pursuing their Claims on the first day of the quarterly accounting period.

- (e) The Common Costs incurred in any quarterly accounting period by the Defendants are to be divided by the number of Subject Vehicles in respect of which Claimants are deemed by sub-paragraph (c) above to have been pursuing their Claims against the Defendants (whether alone or with other Claimants) on the first day of the quarterly accounting period.
- (f) If in any quarterly accounting period a Claimant compromises their Claim with a Defendant on terms which provide for the Defendant to pay that Claimant their costs, then that Claimant shall be entitled to recover their Individual Costs, but the Defendants' liability for any Common Costs shall be determined following the trial of any Lead Cases and/or the trial of the GLO Issues (with permission to apply if such a trial does not take place). For the avoidance of doubt, the foregoing default position does not prevent parties, if so advised, from agreeing to compromise a Claimant's claim on terms providing for the payment of Individual Costs together with their share of the Common Costs incurred by the Claimants up to the last day of that quarterly accounting period.
- (g) If in any quarter a Claimant discontinues their Claim against a Defendant, or compromises their Claim with a Defendant on terms which provide for the Claimant to pay the Defendant its costs, or it is dismissed by an order of the Court whereby the Claimant is ordered to pay the Defendant's costs, then they will be liable for the Defendant's Individual Costs in respect of that Claim up to the last day of that quarterly accounting period; with liability of the Claimant for the Defendant's Common Costs to be determined following the trial of any Lead Cases and/or the trial of the GLO Issues (with permission to apply if such a trial does not take place).
- (h) Any Common Costs ordered or agreed to be paid if not agreed shall be subject of detailed assessment which shall not take place prior to the conclusion of the trial of the GLO Issues and/or any Lead Cases, with permission to apply if such a trial does not take place.
- (i) Any Common Costs or share of the Common Costs ordered to be paid by a Defendant to any Claimant shall be paid to the Lead Claimant Solicitors and such payment shall be deemed good receipt discharging the Defendant's liability for the said Common Costs.

- (j) Unless the Court orders otherwise, a Claimant will not be liable to pay the costs of a Defendant against whom he did not make a Claim. A Defendant will not be liable to pay the costs of a Claimant who did not pursue a Claim against that Defendant.
54. No further work in relation to the GLO Issues shall be undertaken by any legal representative of any Claimant other than the Lead Claimant Solicitors, their servants or their agents unless authorised by the Lead Claimant Solicitors; and no liability for Common Costs in relation to such work in the absence of such authorisation shall arise as between the Claimants or between the parties.
55. Where any Claim is nominated or selected as a Lead Case (or if applicable a reserve Lead Case) then, for the period of that claim's nomination or selection:
- (a) The relevant Claimant may not discontinue that Claim without the permission of the Court;
 - (b) The relevant Defendant(s) may not make an offer to settle that Claim under CPR 36 or CPR 44.2(4)(c) without the permission of the Court (unless that offer is not specific to the Lead Case or test Claimant (or reserved as appropriate), and is instead an offer, or part of a group of offers, made either to all of the Claimants suing the relevant Defendant(s) or to a significant proportion of them); and
 - (c) In the event that either the Claimant or the Defendant(s) make or have made a Part 36 offer in that Claim which subsequently becomes effective, the Court will take into account, when considering whether it is unjust for the specified consequences in CPR 36.17(3) or (4) to apply, the extent to which the continued pursuit of that Claim was reasonable having regard to the need for the just and efficient disposal of the GLO Issues, in addition to the other matters specified by CPR 36.17(5).

L. Publicity

56. The making of this Order, and an invitation to prospective Claimants to consider joining The JLR DPF Group Litigation, shall be advertised by the Lead Claimant Solicitors in the form set out at **Schedule 3** to this Order. The Lead Claimant Solicitors shall place appropriate notices of the making of the GLO on their own website, in the Law Society Gazette, and national and regional newspapers as agreed between the parties or otherwise determined by the Court. Nothing in this Order is intended to restrict the Claimant Firms from otherwise

publicising their involvement in The JLR DPF Group Litigation, the costs of which shall not be recoverable from the Defendants.

M. Cut-off Date

57. In order to be entitled to be entered on to the Group Register, a Claim which falls within the scope of this Order must have been included on a Claim Form issued by 4 p.m. on 18 August 2025 and served on the Defendants within 7 days of receipt of the sealed Claim Form from the Court, which for the Defendant Solicitors shall be via email to the Defendant Solicitors Email Group. The final date on which such Claims must be entered on to the Group Register will be 4 p.m. on 18 November 2025, although the cut-off date shall be subject to review at the Case Management Conference provided for at paragraph 60 below.

N. Extensions of Time

58. The parties may, by prior agreement in writing, extend the time for directions, in any Order relating to The JLR DPF Group Litigation, by up to 28 days and without the need to apply to the Court. Beyond that 28-day period, any agreed extension of time must be submitted to the Court by email including a brief explanation of the reasons, confirmation that it will not prejudice any hearing date and with a draft Consent Order in word format. The Court will then consider whether a formal Application and/or hearing is necessary.

O. Further Case Management

59. A copy of this Order shall be lodged with:
- (a) the Senior Master in the King's Bench Division at the Royal Courts of Justice, Strand, London, WC2A 2LL; and
 - (b) the Law Society at 113 Chancery Lane, London, WC2A IPL.
60. There shall be an initial Case Management Conference ("**CMC**") before the Managing Judge or Managing Master on the first open date after 30 November 2025, with a time estimate of 2 days, for which purpose the parties are to apply jointly to King's Bench Listing.
61. The purpose of the CMC provided for in paragraph 60 shall be for the Managing Judge, or the Managing Master if a Managing Judge has not been appointed, to provide further directions for the progress of this litigation.

62. In preparation for the CMC provided for in paragraph 60:
- (a) The parties shall exchange draft orders setting out the directions they propose to seek at the CMC by no later than 28 days before the hearing;
 - (b) Any applications to be made or witness statements to be relied on at the CMC are to be filed and served by no later than 21 days before the hearing;
 - (c) The Claimants shall provide bundles for the CMC no later than 14 days before the hearing; and
 - (d) The parties, and any party wishing to address the court at the CMC, shall file and exchange skeleton arguments and draft proposed orders no later than 7 days before the CMC.

P. Authorised Dealerships

63. The Manufacturer and/or Authorised Dealership Defendants shall by 4pm on 23 December 2024 provide:
- (a) the time periods for which each of the Authorised Dealership Defendants listed at **Schedule 4** to this Order have been or were Authorised Dealerships in England & Wales; and
 - (b) the trading names of each of the Authorised Dealership Defendants at **Schedule 4** of this Order known to the Manufacturer and/or relevant Authorised Dealership Defendants during those periods and the periods for which each such Authorised Dealership Defendant traded under that name.
64. In circumstances where the Claimants identify a further potential Authorised Dealership not listed in **Schedule 4** to this Order, and the Lead Claimant Solicitors write to the relevant Defendants' Solicitors requesting clarification as to the status of that dealership, the Manufacturer and/or Authorised Dealership Defendants shall provide the information listed in paragraph 63 above (as relevant) within 35 days of receipt of that request.

Q. Costs

65. Costs of the Application for a GLO shall be in the case.

R. Permission to Restore

66. The parties have permission to restore.

This Order is dated 18 November 2024

SCHEDULE 1

List of GLO Issues

The matters set out below for the purposes of CPR 19.22 are intended to identify the common or related issues of fact or law to assist in the management of The JLR DPF Group Litigation and are not intended as a substitute for particularised pleadings. These GLO Issues will be likely to require revision and review as the matter progresses, including when pleadings are finalised. Accordingly, no party makes or is deemed to make any admission by reason of the matters set out below.

- (1) **Existence of the defects:** Whether each or any of the Subject Vehicles incorporated a defect or defects in or relating to the diesel particulate filter system (the “**DPF System**”). If so, what is the nature and extent of the defect(s) and which Subject Vehicles contain or contained them.

The remaining issues below only arise to the extent that any of the Subject Vehicles are found to contain or to have contained a defect as described at (1) above.

- (2) **Consequences of the alleged defects:** Whether any such defects (as described at (1)) led to the Subject Vehicles experiencing various adverse effects including, but not limited to, blockage of the diesel particulate filter, increased oil contamination, increased fuel consumption or increased engine wear.
- (3) **Knowledge of the Defendants:** Whether all or some of the Defendants were aware of the existence and extent of the alleged defects in the Subject Vehicles and if so, what were they aware of and when.
- (4) **Information provided to users of Subject Vehicles:** Whether the Defendants made false and/or misleading statements regarding the suitability of, and/or absence of any defect in, the Subject Vehicles that influenced users, purchasers and/or lessees to acquire Subject Vehicles and/or influenced those with an interest in Subject Vehicles to retain their Subject Vehicles and/or incur costs in servicing and/or repairing their Subject Vehicles.
- (5) **Contract:** Whether, by virtue of supplying vehicles with alleged defects (per GLO Issues (1) above), each or any of the Finance Defendants and/or the Authorised Dealership Defendants acted in breach of any implied terms of satisfactory quality and/or terms relating to the description of goods imposed under the Sale of Goods Act 1979, Supply of Goods (Implied Terms) Act 1973, the Supply of Goods and Services Act 1982 and the Consumer Rights Act 2015 (as appropriate), in contracts with the Claimants relating to Subject Vehicles.
- (6) **Guarantee:** Whether the Manufacturer Defendant and/or Authorised Dealership Defendants have breached guarantees provided to the Claimants (whether offered expressly and/or

arising by operation of a statutory contract under applicable consumer legislation, or otherwise) by supplying Subject Vehicles with alleged defects (per GLO Issue (1) above).

- (7) **CPUT:** Whether any of the consumer Claimants (as defined by s.2 of the Consumer Protection from Unfair Trading Regulations 2008 (“**CPUT**”)) have any right to redress in relation to the Subject Vehicles under Part 4A of CPUT.
- (8) **Statutory duty:** Whether the Manufacturer has breached, and continues to breach, the duty imposed by Article 59(2) of EU Regulation 2018/858 (actionable by virtue of Regulation 13 of the Road Vehicles (Approval) Regulations 2020), by failing to provide all relevant information to the Claimants, including as to the presence, nature and extent of the alleged defects (per GLO Issue (1) above) in Subject Vehicles, and how a user may reasonably limit (if possible and practicable) experiencing adverse effects as a result of such defects.
- (9) **CCA:** Whether there was an unfair relationship between the Claimants who entered into finance agreements with the Second and/or Third Defendant in respect of the Subject Vehicles such that a remedy ought to be ordered under section 140B of the Consumer Credit Act 1974.
- (10) **Loss and damage:** whether the Claimants have suffered any actionable loss and, if so, the level of damages / compensation (if any) which should be awarded to the Claimants in respect of any of the causes of action above.

SCHEDULE 2

Schedule of Information

The Schedule of Information referred to at paragraphs 42 - 44 (on pages 11 and 12 of this Order) is as follows:

Section A: All claimants	1.	Name of Claimant solicitor firm		
	2.	Claimant solicitor firm Reference		
	3.	GLO Unique Identification Number		
	4.	Claimant Name		
		If individual:		
		a) First name		
		b) Surname		
	If business:			
	c) Business name			
	5.	Claimant address		
a) First line				
b) Second line				
c) Postcode				
d) Country				
6.	Vehicle Model			
7.	VIN			
8.	Vehicle registration number			
9.	Capacity in which the Claimant claims	<ul style="list-style-type: none"> • Owner / former owner • Lessee / former lessee 		
10.	If the answer to Q9 arises from an agreement where the counterparty is not one of the Defendants, please confirm the type of agreement entered into by the Claimant	<ul style="list-style-type: none"> • Immediate purchase • Hire purchase • Lease 		

			<ul style="list-style-type: none"> • Personal contract plan • Other • Not known.
	11.	Was the vehicle acquired or any finance agreement entered into wholly or mainly for business purposes?	<ul style="list-style-type: none"> • Yes • No
	12.	Is the vehicle still in the Claimant's possession?	<ul style="list-style-type: none"> • Yes • No
	13.	Has the vehicle been subject to a SORN for any period while you have owned it or whilst it has been in your possession?	<ul style="list-style-type: none"> • Yes • No
	14.	If the answer to Q13 is "Yes", for which period(s)/date(s) was the vehicle subject to a SORN (if known)	DD/MM/YYYY to DD/MM/YYYY
	15.	Is the date provided in response to Q14 exact or approximate?	<ul style="list-style-type: none"> • Exact • Approximate
Section B: Only if '<u>owner/former owner</u>' is ticked in Q9 above.	16.	Date of purchase	DD/MM/YYYY
	17.	Is the date provided in response to Q16 exact or approximate?	<ul style="list-style-type: none"> • Exact • Approximate
	18.	Date of taking possession of vehicle (if known)	DD/MM/YYYY
	19.	Is the date provided in response to Q18 exact or approximate?	<ul style="list-style-type: none"> • Exact • Approximate
	20.	Price paid	£.....
	21.	Mileage of the vehicle upon taking possession (if known)	<ul style="list-style-type: none"> • • Unknown

	22.	Is the mileage provided in response to Q21 exact or approximate?	<ul style="list-style-type: none"> • Exact • Approximate
	23.	If the answer to Q21 is "Unknown", mileage of the vehicle at the first MOT after you acquired or took possession of the vehicle (if known)	<ul style="list-style-type: none"> • • Unknown
	24.	Is the mileage provided in response to Q23 exact or approximate?	<ul style="list-style-type: none"> • Exact • Approximate
	25.	Was the vehicle purchased:	<ul style="list-style-type: none"> • New • Used • Approved Used
	26.	How was the vehicle acquired?	<ul style="list-style-type: none"> • Private Seller • Dealer • Auction • Gift or inheritance • Motability scheme • Other
	27.	Name of trading company or person the vehicle was purchased from (if known)	<ul style="list-style-type: none"> • List of ADs • Other
Section C: Only if 'lessee/former lessee' is ticked in Q9 above.	28.	Date of hire purchase / lease / personal contract plan / other finance agreement	DD/MM/YYYY
	29.	Is the date provided in response to Q28 exact or approximate?	<ul style="list-style-type: none"> • Exact • Approximate
	30.	Creditor	<ul style="list-style-type: none"> • Black Horse Limited • Lex Autolease Limited • If Other, name

			of Creditor
	31.	Total amount payable under the finance agreement when the agreement was entered into:	£.....
	32.	Amount of monthly repayment under the finance agreement:	£..... per month
	33.	Length of finance agreement:months
Section D: Only if Claimant has indicated that the vehicle is no longer in their possession in Q10 above.	34.	Why is the vehicle no longer in the Claimant's possession?	<ul style="list-style-type: none"> • Sold • Part Exchanged • Returned to finance provider • Written off • Stolen • Scrapped • Gifted • Other
	35.	Date of sale or disposition	DD/MM/YYYY
	36.	Is the date provided in response to Q35 exact or approximate?	<ul style="list-style-type: none"> • Exact • Approximate
		a) If sold or part exchanged: provide sale / part exchange price (if known)	£.....
		b) If written off or stolen: provide value of any insurance payment received (if known)	£.....
Section E: All Claimants	37.	Defendant(s) against whom the Claimant claims	<ul style="list-style-type: none"> • Jaguar Land Rover Limited • Black Horse Limited • Lex Autolease Limited • Authorised Dealer (please specify)

	38.	Cause(s) of action that the Claimant pursues (as set out at Sections [*] of the Generic Particulars of Claim)	<ul style="list-style-type: none"> • Breach of Contract (Yes/No) • Under CPUT 2008 (Yes/No) • Under CCA 1974 (Yes/No) • Breach of warranty / guarantee (Yes/No) • Breach of Statutory Duty (Yes/No)
	39.	Claims for alleged loss that the Claimant pursues	<ul style="list-style-type: none"> • Reduction in value of vehicle (Yes/No) • Additional service costs (Yes/No) • Additional fuel consumption and/or running costs (Yes/No) • Maintenance, repair and/or replacement of vehicle parts (Yes/No) • Distress, disappointment, inconvenience and loss of enjoyment (Yes/No)
Section F: All Claimants	40.	What issues (if known) have you experienced with your vehicle. You may select more than one.	<ul style="list-style-type: none"> • Limp mode • Breakdown • DPF warning light • Increased fuel consumption • Increased oil

			<p>usage</p> <ul style="list-style-type: none"> • Shortened service intervals • DPF blockage / full DPF • Oil dilution / contamination • Engine damage / increased engine wear • Unclear at present • None
<p>Section G: Only if a Claimant has identified at least 1 issue under Q40</p>	41.	<p>If you have selected one or more of the issues set out in question 40 above (other than “None”), please confirm on what basis you understand that issue or those issues to relate to the DPF system of your vehicle.</p>	<ul style="list-style-type: none"> • Confirmed by an authorised JLR dealer/repairer (and if so, who) • Confirmed by another mechanic (and if so, who) • Confirmed following own inspection of the vehicle (and if so, on what basis) • Other – please specify • Not known
	42.	<p>What actions (if any) have you have taken in relation to those issues. You may select more than one.</p>	<ul style="list-style-type: none"> • Consulted a mechanic • Performed a manual regeneration • DPF cleaning / flushing • DPF replacement • DOC replacement

			<ul style="list-style-type: none"> • Additional servicing • Component replacement • Engine replacement • Sold or traded the vehicle • Complaint to JLR / Finance company / Authorised Dealership • None
	43.	If you have incurred expenses related to the issue/s identified, such as repair bills and increased servicing requirements, please state the approximate total amount of those expenses.	£.....
Section H: All Claimants	44.	[I believe] [the claimant believes] that the facts stated in this Schedule of Information are true. I understand 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.	<ul style="list-style-type: none"> • Yes (signed by claimant) • Yes (signed by legal representative on behalf of claimant)

SCHEDULE 3
Advertisement
The JLR DPF Group Litigation

The High Court made a Group Litigation Order on 18 November 2024 in relation to a Group Action to be pursued against Jaguar Land Rover Limited, Black Horse Limited, Lex Autolease Limited, and authorised dealerships, by individuals and businesses who owned or leased or otherwise acquired vehicles manufactured by the Jaguar Land Rover group, which were owned or obtained on finance or leased by a Claimant from 1 October 2014. Individuals and businesses can check whether their vehicle is eligible to join the claim by contacting one of the law firms listed below.

The Court has appointed Milberg London LLP as Lead Claimant Solicitors to the Group Action.

The following were, in addition to the Lead Claimant Solicitors, appointed to be members of the Claimant Steering Committee to be responsible for the conduct, management and coordination of the Claimants' claims: Leigh Day.

The contact details for the Claimant Steering Committee are as follows:

(1) Milberg London LLP

Third Floor, Sutton Yard, 65 Goswell Road, London, EC1V 7EN

Email: info@milberg.co.uk

Website: <https://jlryouoweus.co.uk/>

Tel: [01143217100](tel:01143217100)

(2) Leigh Day

27 Goswell Road, London, EC1M 7AJ

Email: dpfclaims@leighday.co.uk

Website: <https://www.leighday.co.uk/our-services/group-claims/jaguar-land-rover-dpf-claim/>

Tel: 020 3780 0213

Individuals and businesses who wish to be added to the Group Register of claims should come forward as soon as possible before 18 August 2025.

Potential claimants should be aware that the Court has ordered that 18 August 2025 is the cut-off date for claims to issued and served in order to be entitled to enter on to the Group Register. If you wish to make a claim, it is in your interest to contact a solicitor at least one calendar month before that date.

The making of a Group Litigation Order is a procedural matter only to enable the Court to manage litigation affecting multiple parties and does not imply any view as to the merits of the claims put forward. This advertisement does not contain legal advice. If a potential claimant instructs a solicitor, the solicitor will be able to provide advice as to the benefits and risks of bringing a claim, and in relation to the funding and insurance of the claim (including payment of the Defendants' costs in the event the claim is unsuccessful).

This advertisement is published by Order of the High Court of Justice.

SCHEDULE 4

List of Authorised Dealership Defendants

No.	Company name	Registered office address	Company number	Represented by?
1.	Albert Farnell Limited	Vertu House Fifth Avenue Business Park, Team Valley, Gateshead, Tyne & Wear, United Kingdom, NE11 0XA	00391896	CMS
2.	Barretts of Canterbury Limited	Broad Oak Road, Canterbury, Kent, United Kingdom, CT2 7PQ	00349070	CMS
3.	Beadles Sidcup Limited	First Point St. Leonards Road, Allington, Maidstone, Kent, England, ME16 0LS	00455433	Litigant in person
4.	Caffyns Public Limited Company	Meads Road, Eastbourne, Sussex, BN20 7DR	00105664	CMS
5.	Cambria Automobiles (South East) Limited	Grange, Mosquito Way, Hatfield, England, AL10 9US	02953829	CMS
6.	Cambrian Garages Limited	Sinclair Group Old Field Road, Pencoed, Bridgend, Wales, CF35 5LJ	03446725	CMS
7.	Colliers of Sutton Coldfield Limited	Sky View, Argosy Road, East Midlands Airport, Castle Donington, Derby, Derbyshire, England, DE74 2SA	02018205	CMS
8.	County Garage (Barnstaple) Limited	Coney Avenue, Hollowtree Road, Barnstaple, EX32 8QJ	00867312	CMS
9.	Dick Lovett (Avon) Limited	The Copse Frankland Road, Blagrove, Swindon, United Kingdom, SN5 8YW	10335604	CMS
10.	Gordon Lamb Limited	Vertu House Fifth Avenue Business Park, Team Valley, Gateshead, Tyne & Wear, United Kingdom, NE11 0XA	00894668	CMS
11.	Grange Motors (Brentwood) Limited	Grange, Mosquito Way, Hatfield, England, AL10 9US	00616119	CMS
12.	Grange Motors (Swindon) Limited	Grange, Mosquito Way, Hatfield, England, AL10 9US	04448487	CMS
13.	Harwoods Limited	Harwoods Group, London Road, Pulborough, England, RH20 1AR	00368849	CMS

No.	Company name	Registered office address	Company number	Represented by?
14.	Helston Garages Limited	Vertu House Fifth Avenue Business Park, Team Valley Trading Estate, Gateshead, Tyne And Wear, United Kingdom, NE11 0XA	00703021	CMS
15.	Hendy Group Limited	Hendy Group School Lane, Chandlers Ford Industrial Estate, Eastleigh, Hampshire, SO53 4DG	00192872	CMS
16.	MM (SW) Limited	Mon House, Newhouse Farm Industrial Estate, Chepstow, Wales, NP16 6UD	03142712	CMS
17.	Group 1 Retail Limited	First Point St. Leonards Road, Allington, Maidstone, Kent, ME16 0LS	00194561	CMS
18.	Stratstone Automotive Limited	Loxley House 2 Oakwood Court, Little Oak Drive, Annesley, Nottingham, NG15 0DR	00153658	CMS
19.	J.F. and E. Hadwin Limited	The Garage, Torver, Nr Coniston, Cumbria, LA21 8BJ	02071765	CMS
20.	JCT600 Limited	Tordoff House, Apperley Bridge, Bradford, West Yorkshire, BD10 0PQ	00413250	CMS
21.	Listers Group Limited	Othello House Stratford Business & Technology Park, Banbury Road, Stratford-Upon-Avon, Warwickshire, CV37 7GY	01400698	CMS
22.	Lloyd Motors Limited	Montgomery Way, Rosehill, Carlisle, Cumbria, CA1 2RP	01271767	CMS
23.	Lookers Motor Group Limited	Lookers House 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS	00143470	CMS
24.	Marshall Motor Group Limited	C/O Marshall Volkswagen Milton Keynes, Greyfriars Court, Milton Keynes, Buckinghamshire, MK10 0BN	00295579	CMS
25.	Martin Duckworth Limited	Racecourse Garage, Willingham Road, Market Rasen, Lincs, LN8 3RE	02383784	CMS
26.	Pinewood Technologies Group PLC	2960 Trident Court Solihull Parkway, Birmingham Business Park, Birmingham, England, B37 7YN	02304195	N/A

No.	Company name	Registered office address	Company number	Represented by?
27.	Pendragon Premier Limited	Loxley House 2 Oakwood Court, Little Oak Drive, Annesley, Nottingham, Nottinghamshire, NG15 0DR	03835850	CMS
28.	Perrys Motor Sales Limited	Suite 1, 500 Pavilion Drive Northampton, Business Park Brackmills, Northampton, NN4 7YJ	00972286	CMS
29.	RFS Motors Limited	Ripon Land Rover, Hutton Bank, Ripon, North Yorkshire, England, HG4 5DT	09373611	CMS
30.	Ribblesdale Motors Limited	The Garage, Torver, Coniston, Cumbria, LA21 8BJ	00446782	CMS
31.	Ridgeway Garages (Newbury) Limited	C/O Marshall Volkswagen Milton Keynes, Greyfriars Court, Milton Keynes, Buckinghamshire, MK10 0BN	03297014	CMS
32.	Rockar 2 Limited	1 Monckton Court, South Newbald Road, North Newbald, York, United Kingdom, YO43 4RW	10199857	CMS
33.	Roger Young Limited	Roger Young Land Rover Wood Acre, Saltash Parkway Liskeard Road, Saltash, Cornwall, PL12 6LF	02207729	CMS
34.	Rybrook Cars Limited	2 Penman Way, Grove Park, Leicester, Leicestershire, England, LE19 1ST	02268089	CMS
35.	Shukers Ltd	Sinclair Group Old Field Road, Pencoed, Bridgend, Wales, CF35 5LJ	00351322	CMS
36.	Sinclair Garages Limited	Sinclair Group Old Field Road, Pencoed, Bridgend, Wales, CF35 5LJ	01342890	N/A
37.	Stratstone Limited	Loxley House 2 Oakwood Court, Little Oak Drive Annesley, Nottingham, Nottinghamshire, NG15 0DR	03835900	CMS
38.	Swansway Garages Limited	Swansway Group Gateway, Crewe, Cheshire, CW1 6YY	04507008	CMS
39.	Sytner Vehicles Limited	2 Penman Way, Grove Park, Leicester, Leicestershire, LE19 1ST	03574418	CMS
40.	The Dutton-Forshaw Motor Company Limited	Lookers House 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS	00680734	CMS

No.	Company name	Registered office address	Company number	Represented by?
41.	Warrington Garages Limited	Hatfields, Thornton Road, Pickering, North Yorkshire, England, YO18 7JX	01983517	CMS
42.	Walter E. Sturgess & Sons Limited	210 Aylestone Road, Leicester, England, LE2 7QN	00340309	CMS
43.	Westover Group Limited	Hendy Group School Lane Chandlers Ford Industrial Estate, Chandler's Ford, Eastleigh, Hampshire, United Kingdom, SO53 4DG	04313496	CMS
44.	Williams Motor Co (Holdings) Limited	2 Vincent Way, Raikes Lane, Bolton, BL3 2NB	00597708	CMS
45.	Armstrong-Massey Limited	28a North Bar Within, Beverley, North Humberside, HU17 8DL	00765540	CMS
46.	Beadles Group Limited	First Point St. Leonards Road, Allington, Maidstone, Kent, England, ME16 0LS	02089909	Litigant in person
47.	C D Bramall Dealerships Limited	Loxley House 2 Oakwood Court, Little Oak Drive Annesley, Nottingham, Nottinghamshire, NG15 0DR	00477076	CMS
48.	Hartwell Automotive Group Limited	Wootton Business Park, Besselsleigh Road, Wootton, Oxon, England, OX13 6FD	00158447	CMS
49.	Pendragon Motor Group Limited	Loxley House 2 Oakwood Court, Little Oak Drive Annesley, Nottingham, Nottinghamshire, NG15 0DR	02163998	Geldards LLP
50.	Reg Vardy Limited	Loxley House 2 Oakwood Court, Little Oak Drive Annesley, Nottingham, NG15 0DR	00611190	CMS
51.	Ripon Farm Services Limited	Dallamires Lane, Ripon, North Yorkshire, HG4 1TT	01667383	CMS
52.	Rubery Owen Holdings Limited	3 Waterfront Business Park, Brierley Hill, West Midlands, DY5 1LX	00166447	Higgs LLP
53.	Sinclair Garages (Swansea) Limited	Sinclair Group Old Field Road, Pencoed, Bridgend, Wales, CF35 5LJ	06141261	CMS
54.	Spire Automotive Limited	First Point St. Leonards Road, Allington, Maidstone, Kent, England, ME16 0LS	05813758	Litigant in person

No.	Company name	Registered office address	Company number	Represented by?
55.	T. H. White Limited	Nursteed Road, Devizes, Wiltshire, SN10 3EA	00519868	CMS

SCHEDULE 5

List of Issued Claim Forms

1. KB-2023-002094
2. KB-2023-004189
3. KB-2023-004472
4. KB-2023-004814
5. KB-2024-000302
6. KB-2024-000958
7. KB-2024-001708
8. KB-2024-002665

SCHEDULE 6

Notice of Change of Legal Representative

In the King’s Bench Division

Claim No: [•]

No.	Name of Claimant	Unique identifier for Claim	Relevant Vehicle Identification Number	Claim Form No. Claim appears on (if issued)	Name of Defendants	Firm that has been instructed to act [address and contact details for service below]	Firm that is being replaced [address and contact details for service below]
1.	[•]	[•]	[•]	[•]	As set out in the Claim Form	[•]	[•]

This notice of change has been served on every party to the claim and on the former legal representative: [•]

ADDRESSEES OF FIRM(S) THAT IS BEING REPLACED:

Name of Firm: [•]
Address of Firm: [•]
Email Address: [•]
Tel: [•]
Reference: [•]

ADDRESSES OF FIRM(S) INSTRUCTED TO WHICH DOCUMENTS ABOUT THIS CLAIM SHOULD BE SENT:

Name of Firm: [•]
Address of Firm: [•]
Email Address: [•]
Tel: [•]
Reference: [•]

Signature:
[Name]
Signed by: [•]
Position or office held: [•]
Date: [•]

SCHEDULE 7

Notice of Discontinuance

No.	Unique identifier of Claim	Relevant Vehicle Identification Number	Claim form No. on which the Claim appears	Claimant name	Address (with postcode)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

SCHEDULE 8

The Subject Vehicle Models

Vehicle Platform	Vehicle Model
D7a	JAGUAR F PACE (X761)
	JAGUAR XE (X760)
	JAGUAR XF (X260)
	RANGE ROVER VELAR (L560)
D7u	LAND ROVER DISCOVERY (L462)
	RANGE ROVER (L405)
	RANGE ROVER SPORT - 2nd GEN (L494)
D8	RANGE ROVER EVOQUE - 1st GEN (L538)
	LAND ROVER DISCOVERY SPORT - 1st GEN (L550)
Premium Transverse Architecture (“PTA”)	JAGUAR E PACE (X540)
	RANGE ROVER EVOQUE - 2nd GEN (L551)
	LAND ROVER DISCOVERY SPORT - 2nd GEN (L550)
D2a	JAGUAR XJ (X351)
D7x	LAND ROVER DEFENDER (L663)

Vehicle Platform	Vehicle Model
DEW98	JAGUAR XF (X250)
	JAGUAR S-TYPE
T5	LAND ROVER DISCOVERY 3 (L319)
	RANGE ROVER SPORT (L320)
	LAND ROVER DISCOVERY 4 (L319)

SCHEDULE 9

Master Duplicate Ledger

No.	Claimant identification number	Claim identification number	Claimant full name	Claimant address	Relevant Vehicle Identification Number(s)	Claim Form relied on by the Claimant	Claim Form that will not be relied on by the Claimant	Legal representative
1.								