



Case No: 1698/7/7/24

**IN THE COMPETITION APPEAL
TRIBUNAL**

BETWEEN:

CLARE MARY JOAN SPOTTISWOODE CBE

Applicant/Class Representative

-and-

(1) AIRWAVE SOLUTIONS LIMITED

(2) MOTOROLA SOLUTIONS UK LIMITED

(3) MOTOROLA SOLUTIONS, INC

Respondents/Defendants

ORDER (CPO AND COSTS)

UPON receipt of the Class Representative's application for a Collective Proceedings Order (**CPO**) pursuant to section 47B of the Competition Act 1998 (the **Act**) and Rule 75 of the Competition Appeal Tribunal Rules 2015 (the **Rules**) (the **CPO Application**) filed on 5 December 2024

AND UPON reading the material submitted by the parties

AND UPON hearing counsel for the parties at the hearing of the CPO Application on 12 September 2025

AND UPON the Tribunal having granted the CPO Application on 13 October 2025 ([2025] CAT 60) (the **Judgment**)

AND UPON the Class Representative issuing Publicity Notices and no representations being received which cause the Tribunal to reconsider its intention to grant the CPO Application

AND UPON reading the costs submissions filed by the parties

IT IS ORDERED THAT:

1. Strike out application

1.1 The Respondents' application to strike out the proposed collective proceedings in respect of the first nine months of the claim period, i.e. 1 January to 30 September 2020 (or any part thereof) is dismissed.

1.2 There shall be no further order on that application save as to costs.

2. Forum

2.1 Pursuant to Rules 18, 52 and 74 of the Rules, these collective proceedings be treated as proceedings in England and Wales.

3. Authorisation of the Class Representative and certification of the claims as eligible for inclusion in collective proceedings

3.1 Pursuant to section 47B of the Act and Rules 77 and 80 of the Rules, Clare Mary Joan Spottiswoode shall be authorised to act as the Class Representative to continue the present collective proceedings on an opt-out basis.

3.2 The Class Representative's address for service is: c/o Ashurst LLP, London Fruit & Wool Exchange, 1 Duval Square, London E16PW (attention: Jon Gale, Anna Morfey and Max Strasberg) (hard copy) and/or motorolaclassaction@ashurst.com.

3.3 The claims certified as eligible for inclusion in these opt-out collective proceedings pursuant to section 47B of the Act and Rules 79 and 80 of the Rules are claims for damages for loss suffered by the Class (as

defined below) arising out of the Defendants' alleged breaches of statutory duty in infringing section 18 of the Act.

4. **Class Definition**

4.1 The class is defined as follows (hereafter the **Class** and the **Class Definition**):

All Purchasers of Airwave Services during the Claim Period.

4.2 For the purposes of the Class Definition:

- (a) **Purchasers** means any natural or legal person, incorporated or unincorporated organisation or any other entity (including, without limitation and by way of example only, trustees on behalf of trusts, unincorporated associations and government departments and their authorised representatives), domiciled in Great Britain during the Claim Period, which makes or made a specific Financial Contribution for the use of Airwave Services, whether by that person or entity, or by another person or entity.
- (b) **Airwave Services** means the products and services provided to customers of the First Defendant by all the business lines of the First Defendant, with the exception of:
 - (i) Ambulance Bundle 2;
 - (ii) Pronto;
 - (iii) the Command Central Control Room Solution;
 - (iv) radio terminals (except where part of a managed service); and
 - (v) services that are associated with the development and provision of any interface solution required for interworking and provided under the Interface Agreement (as defined in paragraph 2.111 of the CMA's Final Report on Mobile Radio Network Services dated 5 April 2023).

(c) **Claim Period** means 1 January 2020 to 31 July 2023.

(d) **Financial Contribution** means the transfer or allocation of funds or other monetary consideration.

5. **Domicile Date, Opt-out and Opt-in**

5.1 These Collective Proceedings shall be designated as opt-out collective proceedings pursuant to section 47B(7)(c) of the Act.

5.2 Pursuant to Rule 80(1)(g) of the Rules, the date for the purposes of determining whether a person is domiciled in the United Kingdom (the **Domicile Date**) shall be 12 November 2025.

5.3 Persons satisfying the Class Definition who are domiciled in the United Kingdom on the Domicile Date may opt-out of the present Collective Proceedings by writing to the Claims Administrators appointed on behalf of the Class Representative, Epiq, by 12 February 2026, with such letters to be submitted by post or electronically

6. **Litigation Funding Agreement**

6.1 The Class Representative shall amend the Litigation Funding Agreement (**LFA**) in accordance with the Tribunal's findings and directions contained in the Judgment and in the form set out at **Annex A**.

6.2 The amended LFA shall be filed with the Tribunal and served on the Defendants within 21 days from the date of this order.

7. **Publication**

7.1 The Class Representative must publicise this CPO in accordance with Rule 81 of the Rules, using the Notice approved by the Tribunal and the proposals set out in section 4 of the Notice and Administration Plan which is annexed to the Litigation Plan filed on 5 December 2024.

7.2 The Notice shall be published within seven days of this Order being drawn.

8. Future Case Management Directions

- 8.1 The Defendants shall file and serve their Defence by 4pm on 19 December 2025.
- 8.2 The Class Representative shall file and serve any Reply by 4pm on 30 January 2026.
- 8.3 A Case Management Conference (**CMC**) shall be listed for the first available date after 13 February 2026 (with a time estimate of one day) to consider case progression, disclosure, and any further directions required.
- 8.4 The parties shall file an agreed case management agenda not less than seven days before the CMC.

9. CPO Costs Application

- 9.1 The Defendants shall pay the costs incurred by the Class Representative in responding to: (i) the Defendants' opposition to the CPO Application; and (ii) the Defendants' strike out application summarily assessed in the sum of £783,639.79 by no later than 21 days from the date of this Order.
- 9.2 The Class Representative's costs incurred prior to service of the Defendants' response to the CPO Application on 13 June 2025, and 20% of the Class Representative's costs incurred between 13 June 2025 and 28 October 2025 (excluding the costs of Oxera and White & Case LLP) shall be costs in the case.

10. General

- 10.1 There be liberty to apply

The Hon Mrs Justice Bacon
President

Robert Herga

Professor Anthony
Neuberger

Made: 12 November 2025
Drawn: 12 November 2025

Annex A

Amendments to the Litigation Funding Agreement

7 Excluded Costs and Liabilities

7.1 Unless otherwise agreed by the Funder, the Funder will not pay or be liable under this Agreement for any of the following costs, sums or liabilities incurred by the Class Representative:

7.1.1 subject to clause 9.5, costs and/or other sums incurred as a result of the Class Representative's unreasonable failure (on any one or more occasions) to co-operate with or to follow the advice of Solicitors or Counsel Team;

7.1.2 subject to clause 9.5, costs and/or other sums incurred as a result of any unreasonable act or omission of the Class Representative;

7.1.3 any Adverse Costs in excess of the Adverse Costs Indemnity Limit;

7.1.4 any liability for payment of the Class Representative's liability for fines or penalties. For the avoidance of doubt, Adverse Costs that comprise indemnity costs shall not be considered as fines or penalties for the purposes of this clause 7.1.4;

7.1.5 subject to clause 9.5, costs and/or other sums incurred as a result of any unreasonable failure by the Class Representative to comply with the CAT Rules (if applicable) or an order of the Court during Proceedings;

7.1.6 any element of VAT where otherwise recoverable by the Class Representative; or

7.1.7 any costs incurred in excess of the Aggregate Funding Commitment or as otherwise provided for in this Agreement.

9 Funder Indemnity in Respect of Adverse Costs

- 9.1 Subject to the terms and conditions of this Agreement, the Funder agrees, in connection with the Proceedings, to pay any Adverse Costs if they become payable up to the amount of the Adverse Cost Indemnity Limit.
- 9.2 The Funder will not be obliged to pay any Adverse Costs caused by or attributable to any fraud or dishonesty on the part of the Class Representative and/or any deliberate or reckless action(s) or omission(s) on the part of the Class Representative to the detriment of the chances of Success, whether arising prior to or during the conduct of the Proceedings.
- 9.3 Notwithstanding its obligations under Clause 11.2(h) (minimising likelihood and quantum of any Adverse Costs Order), the Class Representative shall monitor its risk of exposure in respect of Adverse Costs throughout the Proceedings and shall regularly report to the Funder in relation to it in accordance with Clause 21.2 (Monitoring and Reporting). In the event that the Class Representative considers that the Adverse Costs Indemnity Limit needs to be increased, it will submit a request outlining the increased limit that it considers is required. In support of the reports or request for an increased Adverse Costs Indemnity Limit, the Class Representative shall provide such supporting evidence and information (including advice and opinions of the Counsel Team and/or Solicitors) as the Funder reasonably requires.
- 9.4 The Funder will consider reasonable requests to increase the Adverse Costs Indemnity Limit and, without prejudice to any other right it has under this Agreement, may approve or decline such request within its absolute discretion.
- 9.5 The exclusions in clauses 7.1.1, 7.1.2 and 7.1.5 shall not apply in respect of Adverse Costs incurred where and to the extent it is reasonably practicable for the Class Representative to remedy the applicable unreasonable failure, act or omission and where:
- 9.5.1 the Solicitors or Counsel Team or any other legal advisor to the Class Representative or the Funder has promptly notified the Class Representative in writing of the Class Representative's unreasonable

failure, act or omission and of the potential consequences for the Class Representative of that unreasonable failure, act or omission under this Agreement; and

9.5.2 the Class Representative has, within 3 working days of any such notice, remedied:

(a) its unreasonable failure to co-operate with or to follow the advice of Solicitors or Counsel Team,

(b) its unreasonable act or omission, and/or

(c) its unreasonable failure to comply with the CAT Rules (if applicable) or an order of the Court during Proceedings,

(as applicable)

such that no further Adverse Costs beyond those covered by this clause 9.5 are incurred.

9.6 The Class Representative shall instruct her Solicitors and Counsel Team and any other legal advisors appointed by the Class Representative to urgently notify her in writing if they become aware of any potential and any actual unreasonable failure, act or omission of the Class Representative as described in clauses 7.1.1, 7.1.2 and/or 7.1.5.

9.7 Where the Class Representative receives any notification pursuant to clause 9.5.1 she shall promptly provide a copy of such notice to the Funder (where the Funder is not the party notifying the Class Representative) and also promptly provide the Funder with subsequent confirmation to demonstrate that the relevant unreasonable failure, act or omissions of the Class Representative has or has not been remedied in accordance with clause 9.5.2. The Class Representative shall also provide any further supporting information (including further advice or opinions from the Solicitors and/or Counsel Team and/or and

any other legal or professional advisors appointed by the Class Representative)
that the Funder may reasonably require in relation to the relevant failure, act or
omission.

9.8 For the avoidance of doubt, the Class Representative acknowledges and agrees
that: (a) any Adverse Costs to be paid by the Funder pursuant to the exception
set out in clause 9.5 shall remain subject always to the Adverse Costs Indemnity
Limit; and (b) to the extent that the Class Representative does not remedy the
relevant unreasonable failure, act or omission as required in accordance with
clause 9.5.2 then the exclusions in clauses 7.1.1, 7.1.2 and 7.1.5 shall continue
to apply.

9.9 The Class Representative will notify the Defendants forthwith following (a) the
Class Representative becoming aware that the Funder is seeking to rely upon
clauses 7.1.1, 7.1.2 or 7.1.5 in a particular scenario and/or (b) where a
termination notice is received by the Class Representative from the Funder
pursuant to clauses 17.2 or 17.6 or sent by the Class Representative to the
Funder pursuant to clause 17.9.