



**IN THE COMPETITION APPEAL TRIBUNAL**

Case No: 1689/7/7/24

BETWEEN:

**CONSUMERS' ASSOCIATION**

**Class Representative**

- v -

**(1) APPLE INC.  
(2) APPLE DISTRIBUTION INTERNATIONAL LTD  
(3) APPLE EUROPE LTD  
(4) APPLE RETAIL UK LTD**

**Defendants**

---

**COLLECTIVE PROCEEDINGS ORDER**

---

**UPON** receipt of the Class Representative's application for a Collective Proceedings Order pursuant to section 47B of the Competition Act 1998 (the "**Act**") and Rule 75 of the Competition Appeal Tribunal Rules 2015 (S.I. 2015 No. 1648) (the "**Tribunal Rules**") filed on 8 November 2024 (the "**CPO Application**")

**AND UPON** receipt of a collective proceedings claim form on 8 November 2024 (the "**CPCF**")

**AND UPON** reading the evidence and material submitted by the parties

**AND UPON** the Class Representative accepting that it is liable to pay the Defendants' reasonable incurred costs thrown away as a result of certain amendments to the Claim Form in relation to limitation ("**Limitation Amendment Costs**")

**AND UPON** an application being made by the Defendants on 8 August 2025 to strike out/obtain reverse summary judgment in respect of the Class Representative’s claim on behalf of non-paying class members (the “**Strike-Out Application**”)

**AND UPON** hearing Leading Counsel for the Class Representative and the Defendants at the hearing of the CPO Application on 19 and 20 November 2025 (the “**CPO Hearing**”)

**AND UPON** hearing Leading Counsel for the Class Representative and the Defendants at the hearing of the Strike-Out Application on 19 and 20 November 2025 and 6 March 2026

**AND UPON** the Tribunal having granted the CPO Application on 2 April 2026 (the “**CPO Judgment**”)

**AND UPON** the Tribunal refusing the Strike-Out Application on 6 May 2026 (the “**Strike-Out Judgment**”)

**AND FURTHER UPON** hearing Leading Counsel for the Class Representative and the Defendants at the consequentials hearing held on 3 June 2026

**IT IS ORDERED THAT:**

**Forum**

1. Pursuant to Rules 18, 52 and 74 of the Tribunal Rules, the proceedings are to be treated as proceedings in England and Wales.

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

2. Pursuant to section 47B of the Act and Rules 77 and 80 of the Tribunal Rules, the Consumers’ Association shall be authorised to act as the class representative to continue collective proceedings on an opt-out and opt-in basis.
3. The remedy sought is an injunction requiring Apple to cease the Preferential Treatment Abuse (or any aspect thereof) (as defined in the Collective Proceedings Claim Form) and award of aggregate damages for the Class (as defined below) pursuant to section 47C(2) of the 1998 Act together with interest, costs and any further or other relief as the Tribunal may think fit.

4. The Class Representative's address for service is Willkie Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London, EC2Y 9AW (for the attention of Boris Bronfentrinker and Elaine Whiteford) (hard copy) or [BBronfentrinker@willkie.com](mailto:BBronfentrinker@willkie.com), [EWhiteford@willkie.com](mailto:EWhiteford@willkie.com) and [WFG iCloud@willkie.com](mailto:WFG iCloud@willkie.com) (email).
5. The claims certified as eligible for inclusion in the present collective proceedings pursuant to section 47B of the Act and Rules 79 and 80 of the Tribunal Rules are claims for damages for loss suffered by the Class (as defined below) as a result of the Defendants' alleged breaches of statutory duty in infringing: (i) section 18 of the Act; and (ii) until 31 December 2020, Article 102 of the Treaty on the Functioning of the European Union.

### **Class Definition**

6. The Class shall be defined as follows (hereafter the "**Class**" and the "**Class Definition**"):

**"All iOS Users who, at any time during the Claim Period, obtained iCloud Services for use on an iOS Device on which the United Kingdom was selected as the "Country / Region" in the Apple ID account settings (or the Personal Representatives of such persons) save that any iOS Users who first obtained iCloud Services after 8 June 2026 are not Class Members".**

For the purposes of the Class Definition:

- (a) "**iOS User**" means all natural persons using iOS Devices except for:
  - (i) officers, directors or employees of the Proposed Defendants, their subsidiaries and any entity in which they have a controlling interest;
  - (ii) all members of the PCR's and Proposed Defendants' respective legal teams, and all experts and professional advisors instructed and retained by them, and all funders or insurers involved, in connection with these collective proceedings;

- (iii) all members and staff of the Tribunal assigned at any point to these collective proceedings; and
  - (iv) any judge involved in any appeal in the present collective proceedings (whether in respect of the grant of permission to appeal or the hearing of any substantive appeal).
- (b) **Claims** means the “standalone claims” under section 47A of the Act for loss and damage caused by breaches of statutory duty by the Proposed Defendants in particular by conduct concerning cloud storage for its mobile devices that these collective proceedings propose to combine;
- (c) **Claim Period** means between 8 November 2018 and the date of the Tribunal’s final determination of the Claims or their earlier settlement;
- (d) **“iOS Device”** refers to smart mobile devices (both phones and tablets) running on iOS (as defined below), including iPhones, iPads, iPod Touch and any other smart mobile device supplied by Apple that uses iOS as its operating system;
- (e) **iOS** refers to Apple’s proprietary mobile operating systems, iOS and iPadOS;
- (f) **iCloud Services** means the services of cloud storage and/or backup provided to iOS Users by Apple as part of Apple’s iCloud, iCloud+, and Apple One<sup>1</sup> offerings (whether purchased or otherwise). iCloud Services include, *inter alia*, cloud storage services such as iCloud Drive, iCloud Photos, iCloud Backup.
- (g) **Apple ID** means the password protected account that gives access to Apple services, including in particular (and without limitation) iCloud Services; and
- (h) **Personal Representatives** includes all persons with a grant of representation or letters of administration, or executors of a testate estate.

---

<sup>1</sup> Apple One bundles iCloud+ services together with other Apple subscriptions. See <https://www.apple.com/uk/apple-one/>.

## **Notification**

7. The Class Representative shall publish a notice of the collective proceedings (the “**Notice**”) in the form appended to this Order, in accordance with Rule 81 of the Tribunal Rules.

## **Domicile Date, Opt-out and opt-in**

8. The Domicile Date is 8 June 2026.
9. Persons satisfying the Class Definition who are domiciled within 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 8 October 2026, with such letters to be submitted by post or electronically.
10. Persons satisfying the Class Definition and who are domiciled outside the United Kingdom on the Domicile Date may opt in to the present Collective Proceedings via the opt-in form available only at [www.cloudclaim.co.uk](http://www.cloudclaim.co.uk) or by writing or emailing to the claims administrators appointed on behalf of the Class Representative, Epiq, by 8 October 2026, at the address specified on the claim website.

## **Costs and General**

11. The Defendants' Strike-Out Application is dismissed.
12. The Class Representative’s costs of and occasioned by the CPO Application shall be costs in the case save for the costs sought by the Class Representative since 8 November 2024 and which the Defendants have been ordered to pay following a summary assessment, as set out in paragraph 14 below.
13. The Class Representative shall pay the Defendants’ Limitation Amendment Costs, to be assessed if not agreed.
14. By 24 June 2026, the Defendants shall pay to the Class Representative the following amounts:

- (a) £120,000 plus applicable VAT in relation to the Class Representative's costs of and occasioned by the Defendants' opposition to the CPO Application;
  - (b) £200,000 plus applicable VAT in relation to the Class Representative's costs of and occasioned by the Strike-Out Application;
  - (c) £15,000 plus applicable VAT in relation to the Class Representative's costs of its costs application in relation to the CPO Application and Strike-Out Application; and
  - (d) £14,000 plus applicable VAT in relation to the costs of the consequential hearing.
15. The Class Representative shall file and serve an amended version of its Litigation Finance Agreement, incorporating the amendments directed by the Tribunal in its letters dated 10 and 16 December 2025, and shall post a non-confidential version of its amended Litigation Finance Agreement on its claim website, by 8 June 2026.
16. There shall be liberty to apply.

**The Honourable Mr Justice Waksman**  
Chair of the Competition Appeal Tribunal

Made: 17 June 2026  
Drawn: 17 June 2026