



IN THE COMPETITION
APPEAL TRIBUNAL

Case No. 1673/7/7/24

B E T W E E N:

Professor Barry Rodger

the “Class Representative”

- and -

- (1) Alphabet Inc**
- (2) Google LLC**
- (3) Google Ireland Limited**
- (4) Google Asia Pacific Pte Limited**
- (5) Google Commerce Limited**
- (6) Google Payment Limited**
- (7) Google UK Limited**

Defendants

(the “Collective Proceedings”)

COLLECTIVE SETTLEMENT APPROVAL ORDER

UPON the making of an order dated 23 May 2025, pursuant to section 47B of the Competition Act 1998 (the “**1998 Act**”) and Rules 77 and 80 of the Competition Appeal Tribunal Rules 2015 (the “**Tribunal Rules**”), that the Class Representative be authorised to act as the class representative to continue collective proceedings on an opt-out basis (the “**CPO**”)

AND UPON the CPO being varied pursuant to an order of the Tribunal made on 31 July 2026 (the “**Amended CPO**”)

AND UPON the Amended CPO specifying that persons satisfying the Class Definition as defined at paragraph 5 of the Amended CPO (such persons being defined as “**Class Members**”) had to notify an intention to opt out of the Collective Proceedings by: (a) 23 August 2025 in

respect of any persons domiciled within the UK on 23 May 2025 and who made a Relevant Sale (as defined in the CPO) for the first time before 23 August 2024 and (b) 14 September 2026 in respect of any persons domiciled within the UK on 31 July 2026 and who made a Relevant Sale for the first time from 23 August 2024 to 31 July 2026 (those Class Members who did not or do not opt out being referred to as the “**Represented Persons**”)

AND UPON the Class Representative and the Defendants having reached a settlement in principle and having finalised the terms of their proposed settlement agreement on 22 August 2026 (the “**Original Collective Settlement Agreement**”)

AND UPON the Class Representative and the Defendants making a joint application dated 25 August 2026, pursuant to Rule 94 of the Tribunal Rules for a collective settlement approval order (the “**CSAO Application**”)

AND UPON any Represented Person who does not opt out of the Collective Settlement pursuant to paragraphs 8 and 9 of this Order being referred to as a “**CSAO Represented Person**”

AND UPON the Tribunal considering the joint CSAO Application, the terms of the Original Collective Settlement Agreement and the supporting evidence and written submissions for the Class Representative and the Defendants

AND UPON hearing counsel for the Class Representative and the Defendants, and the Solicitor Advocate for Dream Games, on 15 and 16 September 2026

AND UPON the Class Representative and the Defendants having agreed to amend the Original Collective Settlement Agreement in light of comments from the Tribunal (the “**Collective Settlement Agreement**”) as set out in Annex 1

AND UPON the Tribunal being satisfied that the terms of the Collective Settlement Agreement are just and reasonable

IT IS ORDERED THAT:

Approval of the Collective Settlement

1. Pursuant to section 49A(5) of the 1998 Act, the settlement is approved on the terms of the Collective Settlement Agreement at Annex 1 to this Order (the “**Collective Settlement**”) as just and reasonable.

Damages / Damages Sum

2. Pursuant to the Collective Settlement, and within 50 days of this Order, the Defendants shall pay to the Payment Account (as defined in the Collective Settlement Agreement) £260 million, subject to any adjustment pursuant to clause 1.3 of the Collective Settlement Agreement, in full and final settlement of the Claims (as defined in the Collective Settlement Agreement) as against the Defendants in the Collective Proceedings (the “**Settlement Sum**”).
3. The Settlement Sum shall be held in the Payment Account and shall not be released except after the Settlement Final Date (as defined in the Collective Settlement Agreement) and in accordance with the Collective Settlement Agreement, this Order and any subsequent order of the Tribunal.

Discontinuance of the Collective Proceedings and release of Claims

4. These Collective Proceedings against the Defendants shall be discontinued upon the terms of the Collective Settlement Agreement, except insofar as necessary to give effect to, implement, supervise or enforce the Collective Settlement, this Order or any distribution process approved by the Tribunal.
5. Any other action commenced in the Tribunal by a CSAO Represented Person, in respect of any Claims (as defined in the Collective Settlement Agreement), is or shall be dismissed.
6. Pursuant to clause 2.4(b)(ii) of the Collective Settlement Agreement, any and all Claims (as defined in the Collective Settlement Agreement) brought by the Class Representative

or any CSAO Represented Person against the Defendants and/or the Defendants' Related Parties (as defined in the Collective Settlement Agreement) are forever and fully released, discharged and waived irrevocably.

Notification

7. The Class Representative is to give notice to the Represented Persons of the terms and approval of the Collective Settlement using the notice approved by the Tribunal, as set out in Annex 2 to this Order (the '**CSAO Notice**'), within 30 days of the date of this Order.

Opting out

8. Subject to paragraph 9, any Represented Person may opt out of the Collective Settlement by giving the Class Representative notice of their decision to opt out in accordance with the CSAO Notice and by no later than three months after the date of publication of the CSAO Notice (the "**Settlement Opt Out Deadline**").
9. Any Represented Person has liberty to apply to the Tribunal for an extension to the Settlement Opt Out Deadline in respect of that Represented Person prior to its expiry, provided any requested extension shall end at least 14 days before the Second Hearing as defined in paragraph 12 below.

Distribution

10. The Class Representative's distribution plan dated 25 August 2026 and amended on 16 September 2026 (the "**Distribution Plan**") is approved. Every CSAO Represented Person shall be entitled to submit a claim for payment in accordance with the CSAO Notice and the Distribution Plan. Pending the further order referred to in paragraph 12 below, the Class Representative may take the steps contemplated by the Distribution Plan to identify and verify claims by CSAO Represented Persons and to determine and review provisional entitlements.

11. The Settlement Sum shall be allocated as follows:
 - a. £160 million shall be made available for distribution to CSAO Represented Persons pursuant to paragraph 10 above;
 - b. £100 million shall be allocated towards the Class Representative's costs, fees and disbursements;
 - c. any balance remaining unallocated after completion of the Distribution Plan shall remain in the Payment Account pending further order of the Tribunal.
12. No payment out of the Settlement Sum shall be made to any CSAO Represented Person or in respect of any costs, fees or disbursements unless and until the Tribunal has, on application by the Class Representative, made a further order authorising such payment. The Tribunal will determine that application at a subsequent hearing (the "**Second Hearing**").
13. By **4pm on 13 October 2026**, the Defendants shall, to the extent available and subject to compliance with their legal and regulatory obligations, provide email addresses for the developers in the transaction data disclosed to Prof. Rodger pursuant to paragraph 4.5 of the Tribunal's Order dated 4 August 2025.

Costs

14. Save as provided for in paragraph 15, pursuant to the Collective Settlement Agreement, the Class Representative and the Defendants shall as between them bear their own costs, fees or other expenses of whatever nature incurred in connection with the Collective Proceedings, including prior to the granting of this Order by the Tribunal and any future costs in relation to the preparation, execution and carrying into effect of the Collective Settlement and this Order (including the costs incurred in connection with steps taken following the making of this Order, such as notification and distribution), save in respect of any costs, fees or other expenses of whatever nature that may be incurred by the Class Representative and Defendants in enforcing the terms of the Collective Settlement and as otherwise expressly provided for in the Collective Settlement Agreement.
15. The Represented Persons Costs Orders (as defined in the Collective Settlement Agreement) shall remain in full force and effect.

General

16. There be liberty for each party to the Collective Settlement to apply to the Tribunal for the purpose of enforcing the terms of the Collective Settlement without the need to bring a new claim.
17. There be liberty for the Class Representative and any Represented Person to apply in respect of paragraphs 3 and 11 of this Order, and for Google to apply in respect of paragraphs 3, 11(c) and 12 of this Order.

James Wolffe KC
Chair of the Competition Appeal Tribunal

Made: 18 September 2026
Drawn 18 September 2026

ANNEX 1
Collective Settlement Agreement

Geradin Partners

DATED

Professor Barry Rodger

- and -

- (1) Alphabet Inc**
- (2) Google LLC**
- (3) Google Ireland Limited**
- (4) Google Asia Pacific Pte Limited**
- (5) Google Commerce Limited**
- (6) Google Payment Limited**
- (7) Google UK Limited**

SETTLEMENT AGREEMENT



THIS AGREEMENT (the “**Agreement**”) is made on

BETWEEN:

1. **PROFESSOR BARRY RODGER**, of a private residential address in the United Kingdom, in his capacity as Class Representative pursuant to the Collective Proceedings Order made on 23 May 2025, for and on behalf of the Class as defined in this Agreement (referred to as “**Professor Rodger**” or the “**Class Representative**”);

AND

2. **ALPHABET INC**, a company incorporated and registered in Delaware, United States with its registered address at 251 Little Falls Drive, Wilmington, Delaware 19808, United States;
3. **GOOGLE LLC**, a company incorporated and registered in Delaware, United States with its registered address at 251 Little Falls Drive, Wilmington, Delaware 19808, USA;
4. **GOOGLE IRELAND LIMITED**, a company incorporated and registered in Ireland with its registered office at Gordon House, 4 Barrow Street, Dublin 4, D04 V4X7, Ireland;
5. **GOOGLE ASIA PACIFIC PTE LIMITED**, a company incorporated and registered in Singapore with its registered office at 38 Beach Road, #23-11, South Beach Tower, 189767, Singapore;
6. **GOOGLE COMMERCE LIMITED**, a company incorporated and registered in Ireland with its registered office at 70 Sir John Rogerson’s Quay, Dublin 2, D02 R296, Ireland;
7. **GOOGLE PAYMENT LIMITED**, a company incorporated and registered in England and Wales with its registered office at 280 Bishopsgate, London, EC2M 4AG, United Kingdom; and
8. **GOOGLE UK LIMITED**, a company incorporated and registered in England and Wales with its registered office at 1 St. Giles High Street, London, United Kingdom, WC2H 8AG.

(parties 2-8 together referred to as “**Google**” or the “**Defendants**”).

Each of the above being a “**Party**” and together the “**Parties**”.

WHEREAS

- A. On 23 August 2024, Professor Rodger commenced collective proceedings in the UK Competition Appeal Tribunal (the “**Tribunal**”) pursuant to section 47B of the Competition Act 1998 (the “**Act**”) under case number 1673/7/7/24 (the “**Proceedings**”).
- B. On 23 May 2025, the Tribunal made a Collective Proceedings Order (the “**CPO**”) certifying the Proceedings as collective proceedings and authorising Professor Rodger to act as Class Representative on behalf of the Class (defined below). On 31 July 2026, the Tribunal made an order amending the CPO.
- C. Google denies the conduct alleged in the Proceedings and believes it has strong defences to Professor Rodger’s claim, including in respect of any liability or wrongdoing in relation to the



conduct alleged in the Proceedings, or the fact of any loss or damage having been suffered by any member of the Class (as defined below) as a result of the conduct alleged.

- D. Following the making of the CPO, the Parties have exchanged pleadings, disclosure, factual witness evidence and expert evidence. The Proceedings are listed for trial, commencing on 28 September 2026, jointly with the trial of the proceedings brought by Helen Elizabeth Coll with case number 1408/7/7/21.
- E. Subject to the approval of the Tribunal and the making of a CSAO, the Parties have reached a full and final agreement regarding: (i) the payment of the Settlement Sum by the Defendants to the Class Representative on behalf of the Class; and (ii) the settlement and discontinuance of the Proceedings on the terms set out in this Agreement.
- F. Having regard to all relevant considerations, the Parties consider that the terms of the settlement are just and reasonable.

DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"Claims" means all and/or any claims, causes of action, counterclaims, rights, demands, debts, set-offs, liabilities, losses, damages, costs, expenses, interest and remedies, in relation to any competition or antitrust law, whether in this jurisdiction or any other, that the Class Representative or any Represented Person, may have against the Defendants arising from the facts, matters or conduct alleged in the Proceedings or otherwise arising in relation to the issues in the Proceedings, including (without limitation) the policies, procedures, pricing or operation of Google's app store ("**Google Play**") that are the subject of the Proceedings, arising at any time during the period covered by the Proceedings up to the date of the CSAO.

"Class" has the meaning set out in paragraphs 5 and 6 of the Collective Proceedings Order.

"Collective Proceedings Order" or **"CPO"** means the collective proceedings order made by the Tribunal in the Proceedings on 23 May 2025 pursuant to section 47B of the Act, as amended by the order of the Tribunal made on 31 July 2026.

"CSAO" means an opt-out collective settlement approval order made by the Tribunal, pursuant to Rule 94 of the Tribunal Rules.

"Funder" means Bench Walk Guernsey PCC Limited Contracting on behalf of the GPS UK Funding Cell.

"Payment Account" means the bank account to be set up by Angeion Group International for the purposes of receiving payment of the Settlement Sum on behalf of the Class and distribution to the Class, subject to appropriate escrow or any other arrangements, as approved by the Tribunal.

"Primary Terms" means the Settlement Sum provisions set out in Clause 2.4.



“Related Parties”: means in respect of any Party or Represented Person (as defined below), their respective assigns or transferees and in respect of any corporate entities, their representatives, principals, nominees, affiliates, employees, former employees, agents, associated companies, subsidiaries and parent undertakings, including intermediate and ultimate parent companies.

“Represented Persons” means members of the Class who, in accordance with Rule 82 of the Tribunal Rules, have not opted out of the Proceedings.

“Represented Persons Costs Orders” means any order or ruling made by the Tribunal in these Proceedings requiring Google to meet the costs of Represented Persons in connection with the Defendants’ disclosure applications dated 12 June 2026 and/or 13 July 2026.

“RPC Client Account”: the following bank account:

Name of Bank Account: [REDACTED]
Account number: [REDACTED]
Sort code: [REDACTED]
IBAN number: [REDACTED]

“Settlement Final Date” means the business day after all of the following conditions have been satisfied: (i) the Tribunal has granted a CSAO that includes the Primary Terms; (ii) in the event that there is a challenge (via appeal, judicial review or otherwise) to that CSAO, that challenge has been finally determined, withdrawn or otherwise disposed of and the CSAO remains in force without material modification to the Primary Terms; and (iii) the CSAO, and any subsequent judgment or order affirming it following an appeal, judicial review or otherwise, is no longer subject to further court or Tribunal review by re-hearing, appeal, judicial review or otherwise.

“Settlement Sum” means two hundred and sixty million pounds (£260,000,000.00), payable by way of compensatory damages, as may be adjusted pursuant to Clause 1.3 below, which is inclusive of: (i) interest, and (ii) all of the Parties’ fees, costs and expenses that have been incurred or will be incurred in the future in pursuing the Proceedings and notifying the Represented Persons of the settlement and distributing the Settlement Sum to the Represented Persons.

“Settlement Approval Application” means any joint application on behalf of the Parties for a CSAO, pursuant to Rule 94 of the Tribunal Rules and for the purpose of giving full effect to the provisions of this Agreement.

“Tribunal” means the United Kingdom Competition Appeal Tribunal.

“Tribunal Guide” means the Guide to Proceedings in the Competition Appeal Tribunal 2015.

“Tribunal Rules” means the Competition Appeal Tribunal Rules 2015 (SI 2015 No. 1648).

“VAT” means the tax as provided in the Value Added Tax Act 1994 or equivalent taxes applicable in other jurisdictions.



1. SETTLEMENT

1.1 Subject to the Tribunal granting a CSAO which includes the Primary Terms, Google agrees to pay the Settlement Sum to the Payment Account in full and final settlement of the Claims against Google, within fifty (50) days of the date of the CSAO and subject to the conditions in Clause 3 as regards payment of the Settlement Sum.

1.2 The Settlement Sum shall be held in the Payment Account and not released except:

- (a) after the Settlement Final Date and in accordance with any CSAO and, as applicable, any subsequent order of the Tribunal; or
- (b) in the event that any CSAO is overturned, quashed or set aside or (unless the Parties have agreed in writing to vary this Agreement to reflect that modification pursuant to Clause 2.11) modified such that it no longer includes the Primary Terms, the Settlement Sum shall be returned to Google within twenty-eight (28) days of the date on which the CSAO is overturned or quashed, including any interest in fact earned on the Settlement Sum, less any charges, taxes or any amount that was paid in respect of the Settlement Sum as a result of it being held until the Settlement Final Date.

1.3 In the event that any of the developers set out in the table below opt out of the Proceedings after the date of this Agreement (or did so prior to the date of this Agreement) pursuant to Tribunal Rule 82, or opt out of the settlement pursuant to Tribunal Rule 94, the Settlement Sum will be reduced by the sum(s) which would otherwise be due to those entities in accordance with the calculation methodology to be agreed between the Parties and set out in the distribution plan to be separately approved by the Tribunal (the **Distribution Plan**). The Class Representative will procure that the relevant sum(s) are repaid to the RPC Client Account within 14 days of the end of the Claim Period (as defined in the Distribution Plan).

Developer	Developer ID
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

1.4 Neither Google nor the Class Representative shall take any steps to encourage or procure any of the developers listed above to opt out of the Proceedings and/or the settlement.



2. SETTLEMENT APPROVAL APPLICATION

- 2.1 Without prejudice to the specificity of subclauses 2.2 to 2.13 below, the Parties shall execute such documents and do any such other acts as may be required for the purposes of giving full effect to the provisions of this Agreement.
- 2.2 The Parties shall work together expeditiously, with best endeavours and in good faith to prepare, file and pursue a Settlement Approval Application for the purpose of giving full effect to the provisions of this Agreement.
- 2.3 Within one business day of the date of this Agreement, the Parties shall jointly inform the Tribunal that the Parties have, subject to the Tribunal's approval, agreed terms on which to settle the Proceedings and that the Parties will shortly be filing a Settlement Approval Application.
- 2.4 The Parties agree that the Settlement Approval Application or Applications will seek approval of:
- (a) the Settlement Sum, and no other total settlement amount, as just and reasonable in all of the relevant circumstances;
 - (b) a CSAO that has the effect of:
 - (i) discontinuing the Proceedings save insofar as necessary to give effect to, implement, supervise or enforce the CSAO or any distribution process approved by the Tribunal; and
 - (ii) to the maximum extent permitted by law:
 - 1. fully releasing and forever discharging Google and Google's Related Parties from time to time from any and all Claims that the Class Representative or any Represented Person who does not opt out under Tribunal Rule 94(11)-(12) may have against Google and/or Google's Related Parties; and
 - 2. waiving any Claims that the Class Representative or any Represented Person who does not opt out under Tribunal Rule 94(11)-(12) may have against Google and/or Google's Related Parties.
- 2.5 The Parties shall cooperate in good faith in responding to any objection to, or challenge to, the Settlement Approval Application or any CSAO sought pursuant to this Agreement and shall use reasonable endeavours to support approval of the collective settlement on the terms provided for in this Agreement.
- 2.6 Google shall not enter into any agreement with any Represented Person, prospective objector or objector concerning the settlement or any objection to it without the prior written consent of the Class Representative. For the avoidance of doubt, this clause shall not prevent Google from entering into any agreement with any Represented Person which does not concern the settlement.

- 2.7 In the event that the Tribunal refuses the Settlement Approval Application, or if the Tribunal indicates that it is not prepared to grant a CSAO on the basis of the terms outlined in the Settlement Approval Application:
- (a) The Parties shall work together with best endeavours and negotiating in good faith to resolve or address any concerns raised by the Tribunal to secure a CSAO which, as far as possible, reflects the terms and spirit of this Agreement, expeditiously and prior to the commencement of the trial on 28 September 2026, taking account of any comments or feedback from the Tribunal (whether in correspondence or in any ruling or direction from the Tribunal).
 - (b) Such steps shall include, if necessary, preparing and filing a further Settlement Approval Application or, if more than one further application is needed, further Settlement Approval Applications for determination by the Tribunal.
- 2.8 If, negotiating in good faith and with best endeavours:
- (a) the parties cannot agree a further Settlement Approval Application on terms acceptable to both parties; or
 - (b) if any further Settlement Approval Application is not successful and the parties cannot agree a further Settlement Approval Application on terms acceptable to both parties,
- the terms of this Agreement shall not be binding on either Party, save in respect of Clauses 6.2 (Represented Persons Costs Orders), 7 (Confidentiality) and 20 (Governing Law and Jurisdiction), which shall continue in full force and effect.
- 2.9 Should a CSAO that contains the Primary Terms be subject to challenge via appeal, judicial review or otherwise by any third party, the Parties shall work together with best endeavours, in the circumstances, to uphold the CSAO as made by the Tribunal.
- 2.10 The Parties agree not to challenge a CSAO that contains the Primary Terms by way of appeal, judicial review or otherwise.
- 2.11 If the Tribunal indicates that it would or might approve the collective settlement in the Proceedings subject to modifications, the Parties shall consider any such indication in good faith and may agree in writing to vary the terms of this Agreement accordingly, and shall use best endeavours to do so expeditiously and, if necessary, within the course of the hearing of the Settlement Approval Application.
- 2.12 The Parties note Rule 94(15) of the Tribunal Rules and agree that, in the event that the Settlement Approval Application or any further Settlement Approval Application(s) is unsuccessful such that this Agreement is rendered not binding in accordance with clause 2.8 above, the Parties shall not rely on or refer at trial to the existence, terms, form or content of this Agreement, the Settlement Approval Application (including the supporting evidence) and/or any further Settlement Approval Application(s) (including the supporting evidence), and all prior or future without prejudice negotiations, unless otherwise agreed in writing, save in respect of claims for costs.



3. PAYMENT ARRANGEMENTS

- 3.1 The Class Representative shall provide Google with relevant payment information regarding the Payment Account in order for Google to make payment of the Settlement Sum pursuant to Clause 1.1. The Class Representative shall also provide promptly thereafter any additional information that Google may reasonably request in order to facilitate payment of the Settlement Sum.
- 3.2 In no event shall Google or any of Google's Related Parties have any obligation, responsibility or liability arising from, or relating to, the administration, maintenance, preservation, investment, use, allocation, adjustment, distribution, disbursement, or disposition of the Settlement Sum following payment.
- 3.3 Following payment of the Settlement Sum, Google shall bear no responsibility in relation to any taxes in respect of the Settlement Sum and/or the administrative costs of paying such taxes.
- 3.4 The payment described in Clause 1.1 shall exhaust and fully satisfy any and all payment obligations under this Agreement of Google.

4. DISTRIBUTION ARRANGEMENTS AND UNDISTRIBUTED SUMS

- 4.1 The Settlement Sum shall be distributed to Represented Persons in accordance with the Distribution Plan, and to pay costs, fees and disbursements as approved by the Tribunal.
- 4.2 Within 14 days following the end of the Claim Period (as defined in the Distribution Plan), to the extent that any of the Settlement Sum will remain after distribution to the Represented Persons and after any deduction for costs, fees and disbursements approved by the Tribunal, the Class Representative shall notify the Tribunal and Google and the Parties shall seek the Tribunal's directions as to the treatment of any undistributed sums.
- 4.3 The Class Representative shall ensure that the Distribution Plan provides that, as a condition of receiving any distribution, each of the entities listed in Annex A must represent and warrant that:
- (a) it is entitled to pursue the Claims in respect of transactions in issue which were made via the Google Play Store or within an app distributed on the Google Play Store on which a service fee is charged in the period 22 August 2018 to the date of this Agreement (the **Relevant Transactions**); and
 - (b) its Related Parties shall not make any Claims in respect of the Relevant Transactions.

5. STATUS OF PROCEEDINGS AND EFFECT OF THIS AGREEMENT

- 5.1 The Parties agree that this Agreement shall immediately be fully and effectively binding upon them.
- 5.2 Subject to any order of the Tribunal, the Parties agree to continue the Proceedings until the Tribunal has granted a CSAO, at which point the Proceedings shall be discontinued in accordance with the terms of the CSAO and this Agreement.



- 5.3 Should the Tribunal refuse to make a CSAO on terms acceptable to the Parties pursuant to the Settlement Approval Application or any further Settlement Approval Application(s), this Agreement shall cease to be binding in accordance with Clause 2.8 above.

6. COSTS

- 6.1 Subject to the Tribunal granting a CSAO which includes the Primary Terms, each of the Parties shall bear its own costs, fees or other expenses of whatever nature incurred by it in connection with the Proceedings, including any future costs incurred by the Parties prior to the granting of a CSAO by the Tribunal, as well as those incidental to the negotiation, preparation, execution and carrying into effect of this Agreement and any Settlement Approval Application (including the costs incurred in connection with steps taken following the Tribunal's approval of any Settlement Approval Application, such as notification and distribution), save in respect of any costs, fees or other expenses of whatever nature that may be incurred by the Parties in enforcing the terms of the Agreement and as otherwise expressly provided in this Agreement.
- 6.2 The Represented Person Costs Orders are unaffected by this Agreement and shall remain in full force and effect notwithstanding any CSAO. This Clause 6.2 survives the discontinuance of the Proceedings, the Settlement Final Date and this Agreement being rendered not binding pursuant to Clause 2.8 above.
- 6.3 This Agreement supersedes and overrides any and all previous agreements between the Class Representative and Google and any order of the Tribunal regarding the legal costs as between the Class Representative and Google in relation to the Proceedings.

7. CONFIDENTIALITY

- 7.1 The Parties agree that this Agreement will form part of any Settlement Approval Application which will be filed with the Tribunal and made available to Represented Persons (and their legal advisors or representatives) on request. The Agreement will cease to be confidential to the extent filed with the Tribunal and made available in connection with the Settlement Approval Application, subject to any confidentiality protections, redactions or directions ordered by the Tribunal.
- 7.2 Unless otherwise stipulated in this Agreement, agreed by the Parties or ordered by the Tribunal, until the Parties file the Settlement Approval Application, the terms of this Agreement and the substance of all negotiations in connection with this Agreement are confidential to the Parties, their advisors and the Funder, who shall not disclose them to, or otherwise communicate them to, any third party without the prior written consent of the other Parties. However, it shall not be a breach of this Clause 7.2 for any Party, prior to the date of the Settlement Approval Application to disclose the Agreement:
- (a) if the disclosure is to be made to the Parties' legal or other professional advisors, administrators, auditors or insurers;
 - (b) if the disclosure is to be made by the Defendants to Google's Related Parties;



- (c) if it is required by operation of law or regulation;
- (d) if it is required by order from a court of competent jurisdiction or regulator;
- (e) if it is information that has already come into the public domain otherwise than by breach of this Agreement; and
- (f) if it is otherwise done with the prior written consent of all other Parties.

8. NON-DISPARAGEMENT

- 8.1 Each Party undertakes that neither it, nor any of its legal advisers, will directly or indirectly make, or cause to be made, any adverse or derogatory comment about the other Party or its Related Parties concerning the Proceedings, this Agreement or Google Play, and nor shall any Party (or its legal advisers) make any adverse comment on the interactions between the Parties that led to this Agreement until and unless any and all Settlement Approval Applications and/or further Settlement Approval Applications are finally determined without the making of a CSAO on terms acceptable to the Parties (including the expiry of any period for challenge, via appeal, judicial review or otherwise).
- 8.2 For the avoidance of doubt, this Clause 8 shall not apply to the contents of any Settlement Approval Application.

9. AGREEMENT NOT TO SUE

- 9.1 The Class Representative (in his own capacity and/or on behalf of Represented Persons who do not opt out under Tribunal Rule 94(11)-(12)) and Represented Persons who do not opt out under Tribunal Rule 94(11)-(12) shall not sue, commence, procure, finance, continue, prosecute or cause to be commenced, procured, continued, financed or prosecuted any claim, action, suit or other proceeding against Google or Google's Related Parties, in this jurisdiction or any other in respect of the Claims. For the avoidance of doubt, nothing in this Agreement prevents any Party from enforcing this Agreement.

10. NO ADMISSION

- 10.1 The Proceedings and the alleged facts are contested. The Parties hereby acknowledge and agree that entering into this Agreement is not, and shall not be represented or construed by the Parties as, an admission of any liability or wrongdoing on the part of the Parties or any other person or entity (including any of the Defendants' Related Parties) in connection with the Proceedings and/or that the Represented Persons or any other member of the Class have suffered any loss or damage as a result of the conduct alleged.
- 10.2 The Parties agree that neither this Agreement, any document included in any Settlement Approval Application or any further Settlement Approval Application, nor any statement made by, or correspondence between, the Parties in the negotiation of this Agreement or in relation to any Settlement Approval Application or any further Settlement Approval Application shall be deemed, construed or relied on as an admission of liability or wrongdoing by Google or any of Google's Related Parties or evidence of the truth of any



allegation against Google in the Proceedings, including that the Represented Persons or any other member of the Class have suffered any loss or damage as a result of the conduct alleged in the Proceedings.

11. WARRANTIES AND AUTHORITY

- 11.1 Each Party warrants and represents to the others that it has full right, power and authority to execute, deliver and perform this Agreement.
- 11.2 Each Party warrants and represents to the others that it has not sold, transferred, assigned or otherwise disposed of its interest in the Proceedings.

12. ASSIGNMENT

- 12.1 No Party may assign any of its obligations or any benefits created by or arising under this Agreement without the prior written consent of the other Parties.

13. INVALIDITY

- 13.1 If any provision, or any part of any provision, of this Agreement shall be or become illegal, invalid or unenforceable in any respect then the remainder of that provision and/or all other provisions of this Agreement shall remain valid and enforceable.

14. AMENDMENTS

- 14.1 No amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by the Parties.

15. ENTIRE AGREEMENT

- 15.1 This Agreement constitutes the whole agreement between the Parties in relation to the settlement of the matters set out herein and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this Agreement shall limit or exclude any liability for fraud.

16. THIRD PARTY RIGHTS

- 16.1 Subject to the rights of Related Parties, a person or entity who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.



17. VAT

- 17.1 Should the Class Representative be required to pay VAT (or any other tax) in respect of the Settlement Sum in accordance with local tax laws, this shall not increase the liability of Google, but will be paid out of the Settlement Sum.

18. COUNTERPARTS

- 18.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 18.2 Transmission of an executed counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.
- 18.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

19. EXECUTION

- 19.1 The Parties agree that this Agreement may be executed by any Party by way of electronic signature (whatever form the electronic signature takes) and that this method of electronic signature is conclusive of such Party's intention to be bound by this Agreement as if signed in manuscript. Neither this Agreement nor any provision herein shall be denied legal effect, validity or enforceability because it was executed by use of an electronic signature.

20. GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement shall be governed by and construed in accordance with English law and each Party irrevocably submits to the exclusive jurisdiction of the English courts to resolve any dispute which may arise under or in connection with this Agreement.

21. DATE OF EXECUTION

- 21.1 This Agreement is entered into on the date of the last signature appearing below and, subject to its terms, shall be binding on the Parties from that date.



SIGNATURES:

Signed by PROFESSOR RODGER

an individual, in his capacity as the Class
Representative:



Signed by ALPHABET INC,

a company incorporated and registered in Delaware, United States, acting by a person who, in accordance with the laws of that territory, is acting under the authority of the company:

Signed by GOOGLE LLC,

a company incorporated and registered in Delaware, United States, acting by a person who, in accordance with the laws of that territory, is acting under the authority of the company:

Signed by GOOGLE IRELAND LIMITED,

a company incorporated and registered in Ireland, acting by a person who, in accordance with the laws of that territory, is acting under the authority of the company:

Signed by GOOGLE ASIA PACIFIC PTE LIMITED,

a company incorporated and registered in Singapore, acting by a person who, in accordance with the laws of that territory, is acting under the authority of the company:

Signed by GOOGLE COMMERCE LIMITED,

a company incorporated and registered in Ireland, acting by a person who, in accordance with the laws of that



territory, is acting under the authority
of the company:

Signed by GOOGLE PAYMENT LIMITED,

a company incorporated and registered in
England and Wales, acting by a
person who, in accordance with the
laws of that territory, is acting under
the authority of the company:

Signed by GOOGLE UK LIMITED,

a company incorporated and registered in
England and Wales, acting by a
person who, in accordance with the
laws of that territory, is acting under
the authority of the company:

ANNEX 2
CSAO NOTICE

UK App Developers Could Benefit from a Google Play Store Collective Settlement

**THIS IS A LEGAL NOTICE PRODUCED PURSUANT TO RULE 94(13) OF THE
COMPETITION APPEAL TRIBUNAL RULES 2015**

This Notice

This is a legal notice published at the direction of the UK Competition Appeal Tribunal (the “**Tribunal**”) which granted a Collective Proceedings Order on 23 May 2025 (“**CPO**”) in favour of Professor Barry Rodger (“**Prof Rodger**”) to bring collective proceedings against Google¹ on behalf of UK domiciled app developers in respect of commissions charged by Google on transactions made via the Play Store and/or within their apps (the “**Claim**”).

This notice relates to a £260 million settlement (the “**Settlement**”) agreed between Prof Rodger and Google (together, the “**Settling Parties**”). The Settling Parties were required to seek the Tribunal’s approval of the Settlement. A hearing regarding the Settlement took place on 15 and 16 September 2026 with the Tribunal ruling on the same day that the terms of the Settlement are “*just and reasonable*” to Class Members (the “**Tribunal’s Ruling**”).

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

A full copy of the application made to the Tribunal regarding the Settlement can be viewed online at <https://www.googleplaystoredeveloperclaim.com/documents/>, along with other information about the claim. The Tribunal’s Ruling on the Settlement will be available on the Tribunal’s website in due course at: <https://www.catribunal.org.uk/cases/16737724-professor-barry-rodger>. This notice gives important information about the Settlement.

You are eligible to receive a share of the £260 million, and are referred to as a Represented Person, if you satisfy the following:

- (i) You are a UK-domiciled Third-Party App Developer who, during the period 22 August 2018 to 31 July 2026, made one or more Relevant Sales; and
- (ii) You did not opt-out of the Claim.

If you are a Represented Person, you may be eligible to submit a claim for a share of the £160 million Class Pot described below.

¹ The collective proceedings were brought against the following Defendants: (1) Alphabet Inc, (2) Google LLC, (3) Google Ireland Limited, (4) Google Asia Pacific Pte Limited, (5) Google Commerce Limited, (6) Google Payment Limited, and (7) Google UK Limited. Those Defendants are collectively referred to in this document as “**Google**”.

A ‘**Relevant Sale**’ means:

- (i) any sale of a Third-Party App via the Play Store; and
- (ii) any sale to an Android Device user within a Third-Party App

on which the Commission is charged, and includes:

- (1) any sale of a Third-Party App via the Play Store in connection with which an Android Device user pays a fee for the app and/or to download the app;
- (2) any one-time sale to an Android Device user within a Third-Party App for which the Android Device user pays a fee; and
- (3) any recurring sale to an Android Device user within or for a Third-Party App for which the Android Device user pays a fee.

A copy of the original CPO and the subsequent Order varying it, with an explanation of all the capitalised terms above, can be viewed online at:
<https://www.googleplaystoredeveloperclaim.com/documents/>

The Settlement

The Settlement is entered into without any admission of liability by Google. The terms of the Settlement, which has been approved, are as follows:

- (a) **Settlement value:** Google has agreed to pay £260 million in full and final settlement of the Claim (the “**Settlement Sum**”). This will comprise:
 - A £160 million Class Pot which will be made available for distribution to eligible Class Members.
 - £100 million Stakeholder Pot available to meet the costs, fees, disbursements and other contractual entitlements arising from the funding and conduct of the claim.
- (b) **Timing of payment:** Google is to pay in full the settlement sum into an escrow account within 50 days of the Tribunal making an order approving the Settlement. The money will then be held on trust on behalf of Prof Rodger until the claims and distribution process is completed and the Tribunal has approved the proposed distribution.
- (c) **Distribution:** Class Members will be given the opportunity to claim a portion of the Class Pot during a four-month claim period. Class Members will be notified when the claim period opens. The Class Representative’s distribution plan sets out how the Class Pot will be distributed. Payments to Class Members will be determined by reference to their qualifying sales during the Relevant Period. Before any payments are made, the Tribunal will be asked to approve the proposed distribution arrangements. Class Members do not need to pay anything to participate in the distribution process.
- (d) **Payment of costs, fees and disbursements:** The claim has been funded and supported by a third-party funder, insurers and lawyers who agreed to bear risk in bringing the claim.

Insurance was obtained to protect the Class Representative against the risk of being ordered to pay Google's legal costs if the claim was unsuccessful, and the legal team agreed to act on discounted conditional rates. Under the relevant funding, insurance and legal agreements, the funder, insurers and legal team are entitled to certain payments if the claim is successful, including deferred fees and, in some cases, success-based payments. These costs, fees and disbursements will be paid from the Stakeholder Pot in the first instance.

- (e) **Undistributed funds:** If at the end of the distribution process not all of the funds in the Class Pot have been distributed to eligible Class Members, the Tribunal will determine how those funds are to be applied. If the Stakeholder Pot has been insufficient to meet the Class Representative's costs, fees and disbursements in full, the Class Representative may ask the Tribunal to permit those undistributed amounts to be used to pay any outstanding amounts to the funder, insurers and legal team. Any such use would require the Tribunal's approval. The Tribunal will invite submissions from Class Members, Google and any other interested party before the Tribunal makes a decision about the application of any such undistributed funds.

Opting out of the Settlement

The Settlement binds all Represented Persons unless they choose to opt out of the Settlement. If you opt out of the Settlement, you will not be bound by its terms and will not be eligible to submit a claim for your share of the Settlement Sum.

If you would like to opt out of the Settlement, you must do so by three months from notice date. You can opt out by completing an opt-out form that is found at <https://www.googleplaystoredeveloperclaim.com/opt-out/> and can be posted to the claims administrator at PO Box 5551, Radstock, BA3 9DL or emailed to optout@googleplaystoreclaim.co.uk.

You do not have to give a reason for opting out of the Settlement, but you do need to provide your full name, postal address, email address, telephone number and Google developer ID (where applicable).

Any Represented Person can apply to the Tribunal for an extension to the Settlement opt-out deadline. For further information, see paragraph 9 of the Tribunal's order dated 18 September 2026, available here: <https://www.catribunal.org.uk/cases/16737724-professor-barry-rodger>

How to make a claim

If you meet the conditions to be a Represented Person, and have not opted out of the Settlement, you can make a claim for a share of the Settlement once the claim period opens at <https://www.googleplaystoredeveloperclaim.com/about-the-claim/>

Class Members can register for email updates on the distribution process, including the start of the claim period, here: <https://www.googleplaystoredeveloperclaim.com/register/>.

More information

If you have questions about making a claim, opting out, or the Settlement more generally, you can contact Prof Rodger in any of the following ways:

- Through the online General Enquiries form available at <https://www.googleplaystoredeveloperclaim.com/contact/>

- By email to enquiries@googleplaystoreclaim.co.uk