



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1698/7/7/24

BETWEEN:

CLARE MARY JOAN SPOTTISWOODE CBE

Class Representative

- v -

(1) AIRWAVE SOLUTIONS LIMITED

(2) MOTOROLA SOLUTIONS UK LIMITED

(3) MOTOROLA SOLUTIONS, INC.

Defendants

- and -

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

Non-Party

ORDER (DIRECTIONS TO TRIAL 1)

UPON the Tribunal's Collective Proceedings Order made on 12 November 2025

AND UPON the case management conference ("CMC") in these proceedings on 4 March 2026

AND UPON the Order of the President dated 6 March 2026 in which it was, *inter alia*, directed that there be two trials in these proceedings

AND UPON the Confidentiality Ring Order of the Tribunal dated 27 April 2026

AND UPON the CMC in these proceedings on 24 September 2026 (the “**September CMC**”)

AND HAVING REGARD TO the Tribunal’s Practice Direction in respect of skeleton arguments and other documents – formatting and page lengths (2/2025)

IT IS ORDERED THAT:

Expert list of issues and page limits

1. By 4 pm on 23 October 2026:

(a) the parties shall file a list for each field of expert evidence specifying (i) the proposed issues (with cross-references to the parties’ pleadings) to be addressed by their respective experts and (ii) how the experts will provide evidence on those issues, clearly distinguishing between the issues to be considered by the expert economists and those to be considered by the expert accountants. The lists shall be accompanied by suggested maximum page limits for the expert reports and joint expert statements to be filed in line with paragraphs 15, 16, 18 and 19 below. The expert lists of issues and the proposed page limits for expert reports and joint expert statements shall then be determined by the Tribunal on the papers.

(b) The Defendants shall file:

(i) An updated methodology statement from Mr Colley providing further detail as to his preliminary view set out in paragraph 12(a) of his methodology statement that a workably competitive benchmark would involve “competition for the market” through periodic re-tendering, in particular as to (i) the duration of any hypothetical re-tendered alternative service to Airwave Services, and (ii) how that duration relates to the assessment proposed during the Claim Period; and

(ii) An updated methodology statement from Mr Grantham, explaining his present view at this stage of the proceedings on:

1. how he proposes to address any matters arising from Mr Colley’s updated methodology statement in accordance with sub-paragraph (i) above; and
2. what further assumptions he will make and what further factual evidence (including any witness evidence) he proposes to obtain in order to supplement the analysis conducted by Analysys Mason as referred to in his methodology statement.

Further Disclosure by the Defendants and the Secretary of State for the Home Department

2. Subject to paragraph 3 below, the Defendants and the Secretary of State for the Home Department (the “**Home Office**”) shall provide disclosure of the documents referred to in Annex A (in the case of the Defendants) and in Annex B (in the case of the Home Office) on a rolling basis as soon as reasonably practicable after such material becomes available for disclosure (with a tranche of disclosure to be provided no more than once every three weeks), and in any event by 4 pm on 11 December 2026.
3. In relation to categories CR/M21 to CR/M26 and CR/M28 in Annex A (the “**Remaining Categories**”), the Defendants and the Class Representative shall:
 - (a) use reasonable endeavours to agree the disclosure to be provided, including: the nature of the searches to be undertaken; the details of the data to be provided; and any alternative deadline by which the Defendants shall provide disclosure of documents in relation to the Remaining Categories; and
 - (b) by 4 pm on 9 October 2026, file:
 - (i) an updated version of Annex A, setting out the disclosure to be provided in respect of the Remaining Categories; and
 - (ii) insofar as any points of dispute remain in respect of the Remaining Categories, comment bubbles containing brief explanations of the parties’ respective positions, with the Tribunal resolving the disputed points on the papers.

Disclosure by Class members other than the Home Office

4. The Class Representative shall liaise with the sample of Class members other than the Home Office (the “**Sample of OCMs**”) detailed in Annex C in order to request that they search for and provide disclosure of the categories of documents referred to in Annex D.
5. An initial letter to the Sample of OCMs shall be sent by the Class Representative to the Sample of OCMs by 30 September 2026 (in the form approved by the Tribunal at the September CMC). The Class Representative shall share any responses to the letter with the Defendants within 2 working days (subject to withholding any privileged information inadvertently referred to by a Class member). The Class Representative shall provide the Defendants with copies of any further substantive communications

from the Sample of OCMs in respect of the requested disclosure as soon as reasonably practicable following receipt of such communications.

6. The Defendants shall provide any contact details they possess for any member of the Sample of the OCMs to the Class Representative insofar as may be necessary.
7. In the event that any member of the Sample of OCMs states to the Class Representative that they will not provide disclosure of the categories referred to in Annex D (for example, because they are not willing to participate in the exercise, because they consider the exercise to be disproportionate):
 - (a) the Defendants have liberty to apply to the Tribunal for an order under Rule 89 or other appropriate directions; and/or
 - (b) the parties have permission to replace that Class Member in the Sample of OCMs with an alternative class member and agree to a suitable replacement, unless they agree that a replacement is not necessary.
8. In the event that any member of the Sample of OCMs states to the Class Representative that they require payment of their costs of searching for and providing disclosure of the categories of documents referred to in Annex D, the Class Representative shall promptly inform the Defendants and seek to agree the way forward as expeditiously as possible. In the event that agreement is not reached, the parties have liberty to apply to the Tribunal for directions.
9. The Class Representative shall provide disclosure of documents received from the Sample of OCMs on a rolling basis as soon as reasonably practicable after such material becomes available for disclosure, and in any event by 4 pm on 24 December 2026.
10. When providing disclosure pursuant to paragraphs 2 and 9 above, the disclosing party shall indicate which categories of request as set out in Annexes A, B and D the documents are responsive to.
11. All documents disclosed by any member of the Sample of OCMs to (i) the Class Representative pursuant to paragraph 4 above and (ii) by the Class Representative into the Proceedings shall initially be designated as Inner Confidentiality Ring Information pursuant to paragraph 1.1(f) of the Confidentiality Ring Order dated 27 April 2026. The parties shall keep the appropriateness of that confidentiality designation under review.

Timetable to trial

12. By 4 pm on 22 January 2027, the Class Representative shall file an updated methodology statement from Mr Ilett specifying which transfer charges he intends to analyse.
13. By 4 pm on 1 March 2027, the parties shall file and exchange witness statements from witnesses of fact.
14. By 4 pm on 25 March 2027, the parties shall file and exchange reply witness statements from witnesses of fact.
15. By 4 pm on 16 April 2027, the parties shall file and serve expert reports in the fields of (i) competition economics and the quantification of damages, and (ii) valuation and accounting.
16. By 4 pm on 11 June 2027, the parties shall file and serve reply expert reports.
17. By 4 pm on 23 June 2027, the parties' experts of the like discipline shall hold "without prejudice" discussions for the purpose of:
 - (a) identifying the issues, if any, between them;
 - (b) explaining their respective proposed approach and methodology in relation to addressing the issues; and
 - (c) where possible, reaching agreement on those issues.
18. By 4 pm on 5 July 2027, the parties' experts of like discipline shall liaise and file Joint Expert Statements, setting out:
 - (a) those issues on which they are agreed; and
 - (b) those issues on which they disagree and a summary of their reasons.
19. By 4 pm on 21 July 2027, the parties shall file and serve revised expert reports for trial in respect of each of their experts (the "**Trial Expert Reports**"), addressing only those matters necessary for the trial in these proceedings, and complying with the following requirements:
 - (a) Each trial report is permitted to address only the issues identified in the Joint Expert Statements in the field of that expert that are not agreed between the parties' experts in the Joint Expert Statements.

- (b) Each Trial Expert Report shall be structured such that the issues in dispute between the experts of like discipline are adopted as the headings for that Trial Expert Report.
 - (c) The Trial Expert Report may not refer back to any original expert reports. The parties' experts are, however, permitted where strictly necessary to cut and paste tables, diagrams or charts from their underlying reports and include these within an annex to their Trial Expert Report, provided that any such annex shall only contain supporting material and not substantive opinion.
 - (d) Subject to the page limits to be determined in accordance with paragraph 1 above, each Trial Expert Report is limited to summarising or incorporating evidence which was previously included in that expert's original expert reports.
20. The Joint Expert Statements and Trial Expert Reports are to be prepared in narrative form, with formatting in accordance with Tribunal Practice Direction 2/2025.

Pre-Trial Review

21. A pre-trial review hearing shall be listed to take place on 2 or 3 September 2027 with a provisional time estimate of one day.
22. The parties are to notify the Tribunal by 4 pm on 20 August 2027 if they consider that a greater time estimate is required, giving reasons where necessary.
23. By 4 pm on 27 August 2027, the parties shall provide the Tribunal with an agreed draft agenda for, and list of issues for determination at the Pre-trial review hearing.

Trial 1 Bundle

24. The parties shall liaise and seek to agree the content of the trial 1 bundle (to be prepared in accordance with Practice Direction 1/2026, subject to any further directions of the Tribunal) by 4 August 2027.
25. By 4 pm on 14 September 2027, the Class Representative shall file with the Tribunal an electronic version of the trial 1 bundle.

Skeleton Arguments

26. By 4 pm on 1 October 2027, the parties shall file their skeleton arguments in respect of Trial 1. The page limits for skeleton arguments in respect of Trial 1 will be set, at the latest, at the Pre-Trial review hearing.

Trial 1 Date

27. The Tribunal's reading week shall run from **4 to 8 October 2027**. The first sitting date of trial 1 shall be **11 October 2027**.
28. Trial 1 shall conclude by **19 November 2027**.
29. Consideration shall be given at the pre-trial review hearing as to whether it is necessary for the Tribunal to sit on some Fridays to effectively dispense with the issues for trial 1.

Listing of Trial 2

30. Trial 2 (addressing the question of pass-on) shall be listed for a period of 2 weeks commencing on the first available date in February 2029.

Miscellaneous

31. By 4 pm on 1 October 2026, the Defendants shall inform the Tribunal and the Class Representative of the costs that they have incurred as at 31 August 2026.
32. By 4 pm on 1 October 2026, the parties shall file and exchange versions of their litigation budgets (updated as necessary) which show the number of hours estimated to be spent by each adviser on each phase of the litigation as set out therein.
33. The parties shall use reasonable endeavours to agree:
 - (a) An updated confidentiality protocol (to be prepared in accordance with Practice Direction 2/2026), addressing *inter alia* third-party confidentiality to be filed by 4 pm on 27 November 2026; and
 - (b) A glossary of agreed terms for use in the proceedings to be filed by 4 pm on 29 January 2027;
34. The parties shall take all reasonable steps to commence and conclude a mediation or such other form of ADR as is agreed between them by 31 July 2027.
35. Costs in the case.
36. The Home Office's costs of and occasioned by its involvement in the September CMC and the disclosure process set out at paragraph 1 above shall be paid (in an amount to

be assessed, if not agreed) by the Defendants in the event that they are the unsuccessful party at the conclusion of the proceedings insofar as not otherwise agreed or directed.

37. There be liberty to apply.

The Honourable Mrs Justice Bacon
President of the Competition Appeal Tribunal

Made: 29 September 2026
Drawn: 29 September 2026

ANNEX A – FURTHER DISCLOSURE BY THE DEFENDANTS

1. This Annex contains details of the further disclosure to be provided by the Defendants to the Class Representative pursuant to paragraph 2 of the Order.
2. The Defendants are not required to disclose any documents that have already been disclosed into the Proceedings.

Request Number	Detail of request
CR/M1	<i>(i) Google Drive</i> Data belonging to Vincent Kennedy within the Defendants’ Google Drive repository related to the Specific Issues (as defined below), applying search terms to be agreed between the parties. <i>(ii) Google Chat</i> Google Chat data belonging to the following individuals related to the Specific Issues (as defined below), applying search terms to be agreed between the parties: (a) Greg Brown (b) Bruce Brda (c) Akash Raj (d) Dean Dyson (e) Clive Hallsworth (f) Kelly Mark (g) Mick Rhodes (h) David Watkins (i) David England “Specific Issues” are defined as:

Request Number	Detail of request
	(a) <i>Motorola's acquisition of Airwave Services Limited</i>: in particular the rationale for the acquisition. (<u>Time period</u>: 1 January 2015 to 31 December 2016). (b) <i>Delay to ESN arising from Motorola's dual role as supplier of both Airwave Services and ESN Lot 2</i>: in particular the impact of delay to ESN on Airwave Services, including from a financial and/or strategy perspective. (<u>Time period</u>: 1 January 2015 to 31 December 2022). (c) <i>Home Office's Dependency upon Airwave</i>: including (without limitation) the implications of Home Office dependency on Airwave for any negotiations for any extension of Airwave Services. (<u>Time period</u>: 1 January 2015 – 31 December 2022). (d) <i>Service Transfer Plan</i>: in particular the provision of a Service Transfer Plan, the adequacy of the Service Transfer Plan and the identification and valuation of assets under the Service Transfer Plan. (<u>Time period</u>: 1 January 2013 – 31 December 2016). (e) <i>Recoupment of investment</i>: in particular the extent to which investments in the Airwave Network had been recouped over the duration of the PFI Period. (<u>Time period</u>: 1 January 2015 to 31 December 2019). (f) <i>Negotiations and amendments to the Airwave Contracts</i>: in particular the strategy, objectives and outcomes pursued in relation to negotiations regarding the amendments to the contracts and extensions for the provision of Airwave Services (including the granting of discounts). (<u>Time period</u>: 1 January 2015 to 31 December 2022). (g) <i>Airwave's profitability during the Claim Period</i>: in particular analysis or commentary relating to profitability during the Claim Period and including (but not limited to) comparisons to profitability prior to the Claim Period. (<u>Time Period</u>: the Claim Period)
CR/M3	All text messages (including WhatsApp and iMessage) sent between: (i) David Watkins; or (ii) Ian Waddell; or (iii) Dean Dyson; or (iv) Greg Brown AND any of the same OR: (a) Vincent Kennedy (b) Akash Raj (c) Clive Hallsworth (d) Kelly Mark

Request Number	Detail of request
	(e) Mick Rhodes (f) David England (g) Moncef Elaoud (h) Uzma Sattar in the period 1 January 2016 to 31 July 2023 that contain any of the following terms: i. the Home Office, UKHO or HO; ii. ESN or ESMCP, and iii. Airwave, AW or ASL (in relation to Greg Brown only). In respect of David Watkins, Ian Waddell and Dean Dyson’s text messages, the Defendants shall search for and produce the text messages (including WhatsApp and iMessage data) that have been harvested by Airwave’s previous advisors as part of the National Shutdown Notice Proceedings.
CR/M4	All emails belonging to (i) Greg Brown and (ii) Bruce Brda relating to the Specific Issues, applying search terms to be agreed between the parties.
CR/M5	All documents that were presented to, and discussed by, the Motorola Solutions, Inc. Board and contained the word “Airwave” during the period 10 July 2021 to 31 July 2024 as saved on the Diligent system.
CR/M6	Business Unit Performance Reports (or equivalent) focussing on the Airwave/ESN business unit (together with any accompanying Excel spreadsheets) produced on a monthly, quarterly or annual basis in the period February 2022 to July 2024.

Request Number	Detail of request
CR/M7	Final papers, submissions or reports which constitute “Business Plans” or “Strategy Documents” in relation to Airwave and Motorola Solutions UK operations that were a) provided to the Motorola Solutions, Inc. Board and/or “Senior Management”; b) during the period 1 March 2021 to 31 July 2024. “Senior Management” is defined as: a) Greg Brown (Chairman and CEO (MSI)) b) Bruce Brda (Executive Vice President, Products & Solutions (MSI)) c) Akash Raj (Senior Vice President Finance (MSI)) d) David England (AVP Legal (MSUK)) e) David Watkins (variously ESN Commercial Director / Head of PMO, Commercial Director, International Services Commercial Director (MSUK)) f) Ian Waddell (variously Airwave Finance Director / Director of UK Managed Services, Vice President International Services (MSUK)) g) Moncef Elaoud (variously Vice President International Systems Integration, Vice President International Services, Vice President North America Systems Integration (MSI)) h) Vincent Kennedy (Vice President Strategy, Director (MSUK Ireland)).
CR/M8	The following documents that the Defendants provided to the CMA: a) the Defendants’ formal written submissions to the CMA (including any such submissions made on the Defendants’ behalf by external advisers) (“Defendants’ CMA Submissions”); b) correspondence between the Defendants and the CMA (“CMA Correspondence”), with further details set out below; c) other documents produced to the CMA alongside the Defendants’ CMA Submissions to the extent any have not already been disclosed to the CR (the “Supplementary CMA Documents”), with further details set out below. The Defendants shall provide CMA Correspondence, in particular: a) The <i>CMA Final Report Correspondence</i>. The CMA Correspondence referred to in the CMA’s Final Report and Appendices (i.e., “CMA Final Report Correspondence”), excluding (i) any correspondence between the Defendants and third parties; and (ii) any correspondence referred to in general terms, without identifying any specific email or letter (for example, the Defendants “told us”).

Request Number	Detail of request
	b) <i>Other CMA Correspondence.</i> The remaining CMA Correspondence not referred to in the CMA’s Final Report or Appendices, subject to the exclusions set out below. The Defendants shall provide the Supplementary CMA Documents, in particular: a) The Defendants shall liaise with Winston Taylor to ascertain whether they are able to identify any additional supplementary documents that were provided to the CMA alongside the Defendants’ CMA Submissions and will disclose such documents to the CR if identified. The following documents shall not be disclosed in response to this request: a) Production indices or privilege logs provided to the CMA alongside the Defendants’ responses to the CMA’s RFIs. As the content of those production indices was substantially replicated in the index of documents provided to the CR on 11 February 2026 (which was subsequently updated on 26 March 2026), the production indices are of limited utility. b) Materials relating to confidentiality representations, including, for example, the Defendants’ submissions or comments on the treatment of information as confidential in documents to be published by the CMA. c) Notes and transcripts of or recording discussions, hearings and exchanges between the Defendants and the CMA during its Market Investigation into Mobile Radio Network Services, since these are requested by the CR in CR/M9. d) Purely procedural, administrative or duplicative materials of no substantive relevance, including, for example, automated Egress notifications. e) Documents produced to the CMA in connection with the Defendants’ (i) appeal against the CMA’s decision to make a market investigation reference and (ii) subsequent appeals of the CMA’s Final Decision.
CR/M9	All notes and transcripts produced of or recording discussions, hearings and exchanges between Motorola and the CMA during its Market Investigation into Mobile Radio Network Services.
CR/M10	The following documents: (a) final papers, submissions or reports that relate to the Defendants’ decision to enter into the agreement with the Home Office on 19 December 2022 to exit its role in the delivery of ESN; (b) provided to the Motorola Solutions, Inc. Board and/or Senior Management (as defined in CR/M7);

Request Number	Detail of request
	(c) during the period 1 January 2020 to 31 December 2022.
CR/M11	The following documents: (a) final papers, submissions or reports that were provided to the Motorola Solutions, Inc. Board and/or Senior Management (as defined in CR/M7); (b) during the period 1 January 2015 to 31 December 2022; (c) which relate to: (i) forecasted pricing that the Defendants envisaged they would charge for use of “User Services” as part of the ESN; or (ii) details of the cost base to produce and operate “User Services” as part of ESN, including details of the Defendants’ marginal cost once ESN is completed; or (iii) details of any additional features / innovations that the ESN is expected to provide that are not provided by Airwave.
CR/M12	The following documents: a) data proposed to be disclosed by the Defendant pursuant to request CR/M14 below; and b) customer complaint records maintained by the Defendants’ customer support team concerning complaints of users or issues raised by users in respect of the Airwave Network and / or Airwave Services, c) created over the period 1 July 2016 to 31 July 2024.
CR/M13	The following documents: (a) final papers, submissions or reports provided to the Motorola Solutions, Inc. Board and/or Senior Management (as defined in CR/M7); (b) that relate to new services or improvements introduced by ASL to any Airwave Service; (c) during the period 1 January 2016 to 31 July 2024.

Request Number	Detail of request
CR/M14	The following data in relation to the performance of the Airwave Network: a) the underlying survey data that informs the monthly Pulse of the Customer Senior Reports for the period January 2016 to 31 July 2024; b) the underlying data set that informs the “Network and Service Performance” tables cited in various presentations including the “Performance Report focusing on the Airwave Business Unit” commenting on the service levels achieved against the target from January 2016 to 31 July 2024; and c) the service credits paid to any Airwave users during the period January 2016 to 31 July 2024.
CR/M16	All Airwave Operations Prime Objectives Scorecards produced in the period 1 January 2016 to 31 July 2023.
CR/M17	The following documents: (a) final papers, submissions or reports relating to “project-specific risks”, being those relating to certain issues specified below; (b) provided to the Motorola Solutions Inc. Board and Senior Management (as defined in CR/M7); (c) during the period 1 January 2016 – 31 July 2023. As to (a), “project-specific risks” refer to the following issues: (a) 24/7 service availability requirement (i.e. that Airwave must be available at all times with no tolerance for widespread outages). (b) Frontline emergency call continuity (i.e. the requirement that Airwave must reliably support emergency button activations). (c) Rapid response adaptability (i.e. that Airwave must be capable of adapting at very short notice to unforeseen events e.g. terrorist incidents, severe weather, pandemics). (d) Power autonomy (i.e. full power independence across the entire service).

Request Number	Detail of request
	(e) Cyber security risks (i.e. protection required against cyber threats, including in response to increased risks posed by ageing infrastructure). (f) Liability for Service Level Agreement penalties (i.e. the exposure to penalties arising under Service Level Agreements, which cannot be passed to subcontractors). (g) Technology refresh investment (i.e. investment required to sustain and prolong ageing infrastructure). (h) Exposure to supplier-led risks (i.e. exposure to the limitations of third-party suppliers who provide elements of the Airwave Network). (i) Live-service upgrade capability (i.e. that all updates and refreshes must be executed without interruption to live services). (j) Brand and reputational protection (i.e. that the performance of the Airwave Network should reflect the Defendants' position in the international market for emergency communications).
CR/M18	The following documents: (a) final papers, submissions or reports; (b) provided to the Motorola Solutions Inc Board, "Senior Management" (as defined in CR/M7) and members of the senior leadership team assigned to the local entity (Denmark, the Republic of Ireland, and Norway); (c) during the period 1 January 2017 to 31 July 2024; and (d) which relate to (i) the SINE network in Denmark; (ii) the NDRS (or "Tetra") in Ireland; and (iii) the Nødnett Network in Norway, and which: (i) describe Motorola's rights of ownership (or other relevant rights) of the assets in relation to each of the above networks; (ii) report on Motorola's pricing (and how these evolved over time), costs, CAPEX data, as well as information on transfer charges and/or profitability in relation to its operation of the above networks; (iii) comprise performance reports produced during the Claim Period in respect of each of the above networks;

Request Number	Detail of request
	(iv) comprise internal management accounts produced during the Claim Period for the relevant Motorola businesses that operate the above networks; (v) discuss the regulation and funding arrangements of the above networks; (vi) compare the Airwave Network to any of the above networks; (vii) report on volume drivers including number of base radios transceivers present, users per year, number of connections per year. Further, Airwave shall provide (i) a further explanation as to why it does not consider the SIRESP Network in Portugal to be an appropriate comparator (whether in terms of technology, scale, ownership or other reasons); (ii) why it considers Norway to be relatively more appropriate as a potential comparator than Portugal; and (iii) details of the alternative technology in Norway as referred to in the Second Witness Statement of Gregg Nicholas Rowan by 4 pm on Friday 2 October 2026.
CR/M19	Documents and information provided to the CMA in respect of Motorola's compliance and monitoring of the terms of the Charge Control Order for the year ending 31 December 2023, specifically: a) all documents and data provided to the CMA pursuant to paragraphs 6.2, 6.3 and 6.4 of the Charge Control Order on the terms set out in paragraph 6.1 of the Order from the Commencement Date (as defined therein) until the present day (Motorola's Market Investigation Compliance Documents) including (i) any reports produced and submitted to the CMA by PricewaterhouseCoopers LLP (PwC) as independent assurance with respect to Airwave's financial submissions in relation to charge control compliance and (ii) any appendices and exhibits to the PwC reports; b) to the extent not covered by Motorola's Market Investigation Compliance Documents, data on the actual CAPEX levels and allowed CAPEX levels specified by the Charge Control, split into at least two periods, being the two periods 1 January to 31 July 2023 and 1 August to 31 December 2023.

Request Number	Detail of request
CR/M20	Documents prepared by Motorola (including any documents provided to the Motorola Solutions, Inc. board and/or any Senior Management in the UK or US) during the period 1 August 2022 to 1 August 2024 in connection with or relating to the implementation and operation of the charge control, limited to: a) documents stored on Diligent, which the CR understands to be the relevant repository for documents provided to the Motorola Solutions, Inc. board; and b) documents provided to Senior Management as defined in CR/M7 above.
CR/M21	[To be agreed]
CR/M22	[To be agreed]
CR/M23	[To be agreed]
CR/M24	[To be agreed]
CR/M25	[To be agreed]
CR/M26	[To be agreed]
CR/M27	Copies of impairment tests on the Airwave Network during the period 1 January 2016 to 31 December 2024 carried out for the purposes of preparing financial statements, any documents or information on the underlying calculations (e.g. excel files) underpinning the analysis, as well as any documents discussing or explaining these tests, including both internal documents and any comments from external auditors.
CR/M28	[To be agreed]
CR/M29	Any underlying analysis provided by the authors of the below listed reports relevant to forecasting Airwave's CAPEX: (a) [✂]; (b) [✂]; (c) [✂]; (d) [✂];

Request Number	Detail of request
	(e) [REDACTED]; (f) [REDACTED]. This includes the underlying documents, guidance or assumptions that were provided to the third parties by Motorola.

ANNEX B – FURTHER DISCLOSURE BY THE HOME OFFICE

This Annex contains details of the further disclosure to be provided by the Home Office to the parties pursuant to paragraph 2 of the Order.

PART 1 – THE DEFENDANTS’ REQUESTS OF THE HOME OFFICE

1. INTRODUCTION

- 1.1 The Defendants and the Home Office have agreed all aspects of the Defendants’ Redfern Schedule to the Home Office. The specific terms of the Defendants’ Redfern Schedule requests which have been agreed are set out below.
- 1.2 Unless otherwise specified, the terms defined in the (i) Claim Form dated 5 December 2024; (ii) Defence dated 18 December 2025; (iii) Reply dated 30 January 2026; and (iv) the CMC1 Order are adopted herein.
- 1.3 The Defendants’ requests are intended to capture only additional, non-duplicative material, and should be read and construed on the basis that any documents already provided within the HO CMA Disclosure and which are already in the control or possession of the Defendants fall outside the scope of, and are excluded from, the present requests.
- 1.4 Accordingly, all requests set out in the table below should be read as requests that exclude documents that have already been disclosed by the HO as part of the HO CMA Disclosure unless otherwise stated.
- 1.5 All references to document IDs beginning “HO” are references to specific documents disclosed in the HO CMA Disclosure.

2. The Home Office notes that:

- 2.1 Agreement to search hard copy documents is limited to those documents that are capable of being translated into a machine-readable format.
- 2.2 Agreement to search custodian data is limited to custodian email accounts (as set out in the notes to the Defendants’ Redfern Schedule of the Home Office).
- 2.3 The parties have agreed that they are prepared to re-negotiate the parameters of the proposals set out below should searches reveal the parameters to be disproportionate.

3. The Defendants note that:

- 3.1 The Defendants request confirmation from the Home Office as to the extent to which any hard copy files could not be processed in a machine-readable format (ie “OCR processed”), and reserve the right to seek further disclosure in the event that the application of the searches over the hard-copy files is an insufficient level of disclosure. This affects Requests 1 (in respect of the Seven Box Files, as defined in Request 1), 2 (in respect of the Seven Box Files) and 3 (in respect of the 15 Box Files, as defined in Request 3).
- 3.2 The proposed search terms are provisional only, given that the relevant data has not yet been collected or ingested. The Defendants reserve the right to seek further disclosure, and to request supplementary searches, should the application of the proposed search terms fail to produce a sufficient level of disclosure.

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
1(a)	Contemporaneous reports, briefings and submissions relating to the Home Office's commissioning of the Airwave Network in 2000, specifically documents pertaining to: a. The choice of tender format and the tender process; b. The choice of technical requirements for the network (TETRA technology and any alternatives), including any evaluation of the technical ability, coverage, resilience, or value for money of the alternative providers or systems considered; c. The decision to award the contract to British Telecommunications plc, including any assessment prepared for the purpose of obtaining ministerial or HM Treasury approval and any evaluation of British Telecommunication plc's bid against alternative bidders or alternative systems related to that decision; d. Consultations with third parties including user organisations; and e. Cost estimates and other pricing analysis in relation to the potential costs/pricing of the network.	Seven box files referred to at paragraph 91.1 of the Home Office's Explanatory Memorandum (Seven Box Files) to the extent that those documents are capable of being translated into a machine-readable format.	1 January 1998 to 31 December 2000	("BT" OR "British Telecommunications" OR "airwave" OR "Firelink" OR "tender*" OR "bidder*") AND ("cost" OR "valuat*" OR "pric*" OR "TETRA")
1(b)	Formal tender documents	NA	NA	No search terms are required to comply with this request.
2(a)	Documents that were contemporaneous with the negotiation of the PFI Framework Agreement that pertain to: a. The pricing of Airwave Services; b. The Benchmarking Provisions and their intended operation; and c. The Asset Transfer Provisions and their intended operation, in each case including any internal assessment of the value, scope, implications, and effectiveness of those provisions, and any assessment of whether the same were reflected in the pricing agreed under the PFI Framework Agreement.	Seven Box Files	1 December 1998 to 31 December 2000	("BT" OR "British Telecommunications") AND ("cost" OR "valuat*" OR "pric*" OR "benchmark*" OR "asset transfer" OR "transferrable assets" OR "service transfer" OR "exit plan") AND ("report*" OR "brief*" OR "submi*")
2(b)	Reports and briefings sent to the ESMCP senior leadership team regarding: a. HO's negotiation of the pricing of Airwave Services under the PFI Framework Agreement; b. HO's consideration of the operation of the Benchmarking Provisions; and c. HO's consideration of the operation of the Asset Transfer Provisions over the period 1 January 2019 to 31 December 2022 (the conclusion of Lot 2 Settlement Agreement).	Bryan Clark (Programme Director) John Black (Programme Director) Simon Parr (SRO) Roberto Troiolo (Deputy Commercial Director)	1 January 2019 to 31 December 2022	("airwave" OR "ASL" OR "moto*") AND ("cost" OR "valuat*" OR "pric*" OR "benchmark*" OR "asset transfer" OR "transferrable assets" OR "service transfer" OR "exit plan") AND ("study" OR "report*" OR "analys*" OR "assess*" OR "brief*" OR "submi*")

¹ Defined terms adopt the same meaning as in the Defendants' Redfern Schedule to the Home Office dated 4 September 2026.

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
3	In so far as the Home Office has control or possession of these documents, documents related to: a. The decision to contract with Airwave O2 Limited pursuant to the Firelink Project Agreement dated 29 March 2006 (the “Firelink Agreement”), including documents related to: - any consideration of the service requirements of the fire and rescue services which the First Secretary of State for Communities and Local Government (the “DCLG”) sought to fulfil by contracting with Airwave O2 Limited for the provision of Airwave Services; - any alternative communications providers or systems considered before contracting with Airwave O2 Limited for the provision of Airwave Services, including any evaluation of their technical capability, coverage, resilience, or value for money, and any internal assessment of the decision to contract with Airwave O2 Limited rather than any alternative provider or system; and - any internal authorisation and approval process in connection with the decision to contract with Airwave O2 Limited, including any value for money assessment prepared for the purpose of obtaining ministerial or HM Treasury approval for the Firelink Agreement. b. The negotiation of the pricing provisions in the Firelink Agreement, including any internal assessment of those provisions.	15 boxes of documents that the Home Office has identified as relating to the Firelink Agreement (initially referred to at paragraph 92.1 of the Home Office’s Explanatory Memorandum) (15 Box Files) to the extent that those documents are capable of being translated into a machine-readable format.	No date range – all documents capable of being translated into a machine-readable format will be searched.	(“BT” OR “British Telecommunications” OR “airwave” OR “Firelink” OR “tender*” OR “bidder*”) AND (“service requirement*” OR “specification” OR “vfm” OR “value for money” OR (“alternative*” AND “provider*”) OR (“alternative*” AND “system*”) OR “cost” OR “valuation” OR “pric*”)
4(a)	Final versions of HO reports or briefings relating to: a. Request 4(j): the meaning of “Transferrable Assets” and “Non-Transferrable Assets” in the Service Transfer Exit Plan; and b. Request 4(k): the ability of HO or other authority(ies) to invoke the Asset Transfer Provisions, including through an alternative service provider. limited to the period 1 December 2015 (i.e. when discussions between the parties were triggered by MSUK’s decision to acquire ASL) to 31 July 2023 (i.e. the end of the Claim Period).	Gordon Shipley (Programme Director) Kerry Underhill (Deputy Commercial Director) Nigel Herrington (Commercial Director) Roberto Troiolo (Deputy Commercial Director) Stephen Webb (SRO)	1 December 2015 to 31 July 2023	(“moto*” OR “Airwave” OR “ASL”) AND (“asset transfer” OR “transferrable assets” OR “service transfer” OR “exit plan” OR “STP”) AND (“report*” OR “brief*” OR “submi*”)
4(b)	Request 4(l): minutes or reports of the STP review meeting referred to in the “Executive Oversight Board: Airwave Solutions Ltd” document dated 19 November 2014.	Richard Hewlett (Deputy Programme Director)	1 November 2014 to 30 November 2014	(“STP” OR “service transfer plan”) AND (“report” OR “minute*”)
5	Documents sent to or from the ESMCP senior leadership team that relate to: a. The decision to commence or ask ASL to commence a benchmarking exercise;	Cate Walton (Chief Engineer)	1 May 2013 to 8 October 2015	(“airwave” OR “ASL” OR “moto*”) AND (“gartner” OR “benchmark*” OR “court” OR “claim”)

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
	b. Meetings with ASL to discuss the findings of the Gartner Report that took place on 11 June 2014, 15 July 2014, 5 September 2014, 26 September 2014 and 17 December 2014, 23 March 2015, 27 April 2015 and 1 June 2015; and c. The decision to commence Court proceedings in relation to the Benchmarking Dispute. limited to the period 1 May 2013 (being a reasonable period prior to the date HO initiated the benchmarking exercise by letter on 19 June 2013) to 8 October 2015 (being the date of issue of the Benchmarking Dispute).	Gordon Shipley (Programme Director) Kerry Underhill (Deputy Commercial Director) Richard Hewlett (Deputy Programme Director)		
6	The following categories of documents in the Home Office's possession or control in relation to the Benchmarking Provisions in the Ambulance Agreement and Scottish Ambulance Agreement, in particular any documents related to the Ambulance Settlement Agreement dated 17 February 2016 ("Ambulance Settlement Agreement"). a. minutes, agendas, action logs, and associated papers from meetings (whether internal to the HO or with DHSC, the SASB, or other government stakeholders); b. submissions, briefings, or recommendations prepared for or by or ministers within the HO; c. business cases, commercial assessments, or financial assessments (including any cost-benefit analyses or spending review submissions) prepared by the HO or provided to the HO, and associated papers; and d. correspondence within the HO or between the HO and other government departments (including the DHSC, the SASB, and other government stakeholders) or any regulatory or inspection body, or between the HO and the Ambulance users; in the period 1 June 2015 to 31 December 2021; to the extent these documents are related to: i. any consideration by the HO of the practical effectiveness, utility, or commercial value of the Benchmarking Provisions under the Ambulance Agreements, including any internal assessment of whether the conditions for exercising those provisions were met, any assessment of the likely outcome of any such exercise, and any consideration of whether to exercise the Benchmarking Provisions or to enter into any settlement or other arrangement which included an agreement to waive, suspend, or refrain from exercising those provisions, and including any discussions between the HO, the DHSC, the SASB and the Ambulance users in relation to the foregoing;	Kerry Underhill (Deputy Commercial Director) Nigel Herrington (Commercial Director) Roberto Troiolo (Deputy Commercial Director)	1 June 2015 to 31 December 2021	("sasb" OR "dhsc" OR "ambulance") AND ("benchmark*") AND ("minutes" OR "agenda*" OR "action log*" OR "subini*" OR "briefing*" OR "recommendation*" OR "business case*" OR "assessment" OR "cost-benefit" OR "cost benefit" OR "review")

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
	ii. any exercise (actual or attempted) of the Benchmarking Provisions under the Ambulance Agreements, including any benchmarking exercise conducted and the results of any such exercise, any assessment of the methodology used, and any internal assessment of whether the outcome of the benchmarking exercise reflected the true market value of the Airwave Services; iii. the decision to enter into the Ambulance Settlement Agreement or any subsequent waiver, suspension, or extension of the benchmarking rights under or in connection with the Ambulance Agreements (including the extensions of the benchmarking waiver agreed in 2018, and contemplated 2021), including the decision to waive the benchmarking rights thereunder, any assessment of the adequacy of the consideration received in exchange for that waiver, the reasons for entering into or being bound by the Ambulance Settlement Agreement or any such subsequent waiver, suspension, or extension, any subsequent assessment of the practical effectiveness or utility of the benchmarking provisions, and any subsequent contemplation of exercising those provisions; iv. the negotiations between the HO and ASL in connection with the Ambulance Settlement Agreement or any subsequent waiver, suspension, or extension of the benchmarking rights (including the extensions of the benchmarking waiver agreed in 2018, and contemplated in 2021), including any assessment of the HO's negotiating position, the terms offered by ASL, and the reasons for accepting those terms; and v. the internal authorisation and approval process in connection with the decision to enter into the Ambulance Settlement Agreement or any subsequent waiver, suspension, or extension of the benchmarking rights under or in connection with the Ambulance Agreements (including the extensions of the benchmarking waiver agreed in 2018, and contemplated 2021).			
7	A copy of the ESN Lot 3 Contract subject to agreement from EE or an order by the Tribunal.	NA	NA	No search terms are required to comply with this request.
8	Final versions of all Emergency Services Mobile Communications Programme Full Business Case ("FBC") documents in the period August 2015 – December 2022.	Gordon Shipley (Programme Director) Bryan Clark (Programme Director) John Black (Programme Director)	1 August 2015 to 31 December 2022	("full business case" OR "fbc") AND ("esmcp" OR "emergency services mobile communications")
9(a)	Formal submissions and approvals in relation to the ESN contractual resets CAN500.	Stephen Webb	1 January 2019 to 31 May 2019	"CAN500" OR "CAN 500"

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
9(b)	Formal submissions and approvals in relation to the ESN contractual resets CR589.	Stephen Webb	1 April 2020 to 31 August 2020	"CAN589" OR "CAN 589" OR "CR589" OR "CR 589"
10(a)	A copy of the Sommerville Report, limited to the year 2010.	Cate Walton	1 January 2010 to 31 December 2010	"sommerville" OR "somerville" or "sommervile" OR "somervile"
10(b)	Any other final reports, studies, or analyses which were: a. sent to or from the ESMCP senior leadership team; b. that relate to options for the future provision of radio communications network services for public safety (such as options to retain Airwave under existing or new ownership, build a new TETRA network, or develop a private LTE solution). limited to the period 2010-2013.	Cate Walton Sue Moffatt (NPIA Commercial and Procurement Director) Jackie Davenport (NPIA/HO Programme Manager) Jonathan Kalisch (NPIA Head of Service and Contracts for Airwave / Airwave and Communications Portfolio Manager) / (HO Head of Live Service – ESN/Airwave) Peter Wickson (NPIA Head of Engineering)	1 January 2010 to 31 December 2013	("airwave" OR "ASL" OR "tetra" OR "lte" OR "esmcp" OR "emergency services mobile communications") AND ("report" OR "study" OR "review" OR "analy*" OR "option*") AND ("future provision" OR "replace*" OR "successor" OR "new network" OR "alternative*" OR "radio communication*").
11	Withdrawn			
12	The following Home Office documents produced between December 2015 and February 2016 relating to the Heads of Terms (ultimately agreed on 17 February 2016, the "2016 Heads of Terms") and Deed of Recovery (ultimately agreed on 17 February 2016, the "2016 Deed of Recovery"): a. The HO's records of meetings with MSUKL and/or MSI in relation to the negotiation of the 2016 Heads of Terms and 2016 Deed of Recovery which took place on 7 December 2015, 6 January 2016, 12 January 2016, 9 February 2016, 17 February 2016 b. Contemporaneous consideration / analysis of the potential terms offered by MSUKL and/or MSI and the Home Office in relation to the negotiation of the 2016 Heads of Terms and 2016 Deed of Recovery, which were sent to/from/CC the relevant senior leadership team at the HO; c. All versions of "ASL's Change of Control Negotiation Plan"; and d. documents referred to in HO email dated 17 December 2015 (HO00021183);	Gordon Shipley (Programme Director) Kerry Underhill (Deputy Commercial Director) Stephen Webb (SRO) Richard Hewlett (Deputy Programme Director)	1 December 2015 to 29 February 2016	("moto*" OR "airwave" OR "ASL" OR "msuk*" OR "msi") AND ("heads of terms" OR "deed of recovery" OR "change of control" OR "position paper*" OR "hot" OR "hots" OR "ccn" OR "change request*") AND ("negotiat*" OR "strateg*" OR "trade offs" OR "trade-offs")
13	The CMA's notes of its discussions with Gordon Shipley and Gordon Shipley's written comments on the CMA's notes of its interview with him (referenced in the emails from the CMA to Gordon Shipley on 19 May 2016 and in the email from Gordon Shipley to the CMA on 22 May 2016: HO00007124);	NA	NA	No search terms are required to comply with this request.

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
	(The attachments to the above email chain, HO00007125 and HO00007126 have been "Withheld in Full" by the Home Office in the HO CMA Disclosure. The Defendants' position is that these documents are relevant to the issues in these Proceeding and ought to be produced or a proper explanation provided for their being withheld.)			
14	All prior interim report(s) of the "Emergency Services Mobile Communications Programme (ESMCP) Independent Review by Simon Ricketts – Advisor to Permanent Under Secretary" dated in or around August or September 2017. (The final report of 16 October 2017 is included in the Home Office CMA Disclosure (HO00026093) and refers to the interim report which is not included in the Home Office CMA Disclosure).	NA	NA	No search terms are required to comply with this request.
15(a)	The analysis completed by Deloitte in July 2018 considering the Defendants' and the Home Office's offers and the relative negotiating positions of the Home Office and the Defendants (as referred to in the email chain with Deloitte and the Home Office dated 17-18 July 2018 HO00027467) (previously Request 15(e)).	NA	NA	No search terms are required to comply with this request.
15(b)	The following documents relating to parties' negotiations of UCCN2 and the Defendants' offers in April 2018 and June 2018 in relation to the extension of the Airwave Network and discounted prices, which were refused by the Home Office: a. Records of meetings with MSUKL and/or MSI in relation to the negotiation of UCCN2 which took place on 9 December 2018, 12 December 2018 and 13 December 2018 (previously Request 15(a)); b. Documents concerning the Defendants' offer dated 17 April 2018, and in particular HO's consideration of and reasons for refusing that offer, HO's consideration of and its request to Motorola to produce a revised offer (previously Request 15(b)); c. Documents concerning the Defendants' offer dated 6 June 2018, in particular HO's consideration of and reasons for refusing that offer and its request to Motorola to produce a revised offer (previously Request 15(c)); and d. Documents concerning the Defendants' offer dated on 31 July 2018, including documents which respond to, consider, or explain why the Home Office agreed to Motorola's condition proposed on 31 July 2018: "Deferral of ability to benchmark to a point beyond above extension" (previously Request 15(e)).	Gordon Shipley (Programme Director) Kerry Underhill (Deputy Commercial Director) Phil Hyman (Commercial Director) Bryan Clark (Programme Director) Richard Hewlett (Deputy Programme Director)	1 April 2018 to 19 December 2018	("moto*" OR "airwave" OR "ASL" OR "msuk*" OR "msi") AND ("negotiat*" OR "strateg*" OR "trade offs" OR "trade-offs") AND ("ccn" OR "offer" OR "propos*")
16	Documents setting out the Home Office's consideration or analysis in relation to the following: a. the issuance of Notices of Notifiable Default to MSUKL pursuant to clause 27 of the Lot 2 Agreement (alleging that delay to a "Key Milestone" had occurred or was reasonably likely to occur) on or around 1 April 2016, 9 December 2016, 4 July 2017, 25 October 2019, 21 October 2020 and 26 February 2021;	Gordon Shipley (Programme Director) Bryan Clark (Programme Director) John Black (Programme Director)	1 April 2016 to 1 July 2022	("msuk*" OR "moto*" OR "lot 2" OR "esn") AND ("notifiable default" OR "rectification plan" OR "remedial adviser" OR "delivery confidence" OR "key milestone")

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
	b. the Rectification Plans submitted by MSUKL in response to the Notices of Notifiable Default; c. the request(s) that MSUKL appoint a remedial adviser pursuant to clause 29 of the Lot 2 Agreement, in April 2016 and October 2021; and d. the Home Office's concerns in relation to "Delivery Confidence" in MSUKL, which was first raised at a Home Office and MSUKL Seniors' Meeting in October 2020 and relayed in subsequent correspondence.	Roberto Troiolo (Deputy Commercial Director) Kerry Underhill (Deputy Commercial Director)		
17	Documents comprising or containing the "in-depth review" conducted by the Home Office in relation to whether to carry out ESN in 2020, referred to in §21 of the Defendants' submission to the CMA "Why a Charge Control is not the Answer" dated 4 January 2023 (HO00032654).	Cate Walton (Chief Engineer and Technical Lead) Bryan Clark (Programme Director) John Black (Programme Director)	1 January 2020 to 31 December 2020	"esn" AND ("review" OR "report") AND ("scotland" OR "lmr" OR "land mobile radio")
18(a)	Documents listed in the document titled "2020/21 Negotiations Document Index" (HO00030321) to the extent they have not previously been disclosed.	NA	NA	No search terms are required to comply with this request.
18(b)	All versions of the "Airwave Negotiation Strategy" dated in or around 5 January 2022.	John Brannan (Deputy Commercial Director) Roberto Troiolo (Deputy Commercial Director) Mark Kirkham (Airwave Contract Manager)	1 December 2021 to 31 December 2022	"airwave negotiation strategy" Search term must appear in the title of the document
19	Documents sent to or from the ESMCP senior leadership team relating to the approach to interworking as part of the December 2022 compromise.	John Black (Programme Director) Roberto Troiolo (Deputy Commercial Director) Nigel Herrington (Commercial Director)	1 May 2022 to 19 December 2022	("moto*" OR "airwave" OR "ASL") AND ("interface" OR "ccn 194" OR "ccn194" OR "interwork*" OR "port*")
20	Withdrawn			
21	Documents sent to or from the ESMCP senior leadership team relating to the decision to terminate the ESN Lot 2 Agreement, including ministerial submissions, briefing papers, investment appraisals, business cases, board or committee papers, internal memoranda, internal emails, and any internal assessments of the commercial, strategic, operational, and legal implications of the exit arrangements and documents assessing the relative merits of terminating the ESN Lot 2 Agreement as against alternative courses of action (including, for example,	John Black (Programme Director) Roberto Troiolo (Deputy Commercial Director) Nigel Herrington (Commercial Director) Simon Parr (SRO)	1 May 2022 to 19 December 2022	("lot 2" OR "msuk*" OR "moto*" OR "esn") AND ("terminat*" OR "exit" OR "submi*" OR "appraisal" OR "business case" OR "alternative*" OR "remed*" OR "delivery confidence" OR "merits")

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
	continuing the ESN Lot 2 Agreement or pursuing contractual remedies against MSUKL).			
22(a)	Home Office documents considering Airwave's offers to the National Policing Improvement Agency ("NPIA") of: (a) non-margin affecting cost reductions amounting to £3m in 2010/11 and £7m in 2013/14; and (b) a contract extension beyond 2020 in which ASL offered a 15-year extension based on a £70m discount, referred to in the document "Airwave Solutions Ltd: Summary" dated 12 October 2010 (HO00029504).	Sue Moffatt (NPIA Commercial and Procurement Director) Jackie Davenport (NPIA/HO Programme Manager) Cate Walton (NPIA Head of Communications Security) Jonathan Kalisch (NPIA Head of Service and Contracts for Airwave / Airwave and Communications Portfolio Manager) Michael Setright (ESMCP Commercial Contract Manager) Peter Wickson (NPIA Head of Engineering) Mark Kirkham (Contract Manager)	1 January 2010 to 12 October 2010	("Airwave" OR "ASL") AND ("NPIA" OR "National Policing Improvement Agency") AND ("margin*" OR "cost") AND ("3 m*" OR "£3m" OR "7 m*" OR "£7m" OR "extension*" OR "discount" OR "70 m*" OR "£70m*")
22(b)	Home Office documents considering the OGC "forensic financial analysis" of Airwave, referred to in the 12 October 2010 document "Airwave Solutions Ltd: Summary" (HO00029504).	Sue Moffatt (NPIA Commercial and Procurement Director) Jackie Davenport (NPIA/HO Programme Manager) Cate Walton (NPIA Head of Communications Security) Jonathan Kalisch (NPIA Head of Service and Contracts for Airwave / Airwave and Communications Portfolio Manager) Michael Setright (ESMCP Commercial Contract Manager) Peter Wickson (NPIA Head of Engineering) Mark Kirkham (Contract Manager)	1 January 2010 to 12 October 2010	("OGC" OR "Office of Government Commerce") AND ("financial" OR "forensic") AND ("analysis" OR "report" OR "submis*")
22(c)	Studies or reviews undertaken by the HO or by third parties engaged by the HO, in relation to the cost of Airwave Services, including the cost of Airwave Services compared with similar networks, in the period 1 January 2019 to 31 July 2023.	John Black (Programme Director) Simon Parr (SRO)	1 January 2023 to 31 July 2023	("airwave" OR "ASL") AND ("cost" OR "pric*") AND ("study" OR "report" OR "review" OR "analy*" OR "assess*")

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
		Nigel Herrington (Commercial Director)	(On the basis that the search parameters proposed for Request 2 would return documents sought as part of this Request 22(c) for the period 1 January 2019 to 31 December 2022)	
23(a)	Final versions of studies or reviews undertaken by the HO or by third parties engaged by the HO, in relation to the quality of Airwave Services, in the period 1 January 2019 to 31 July 2023 (previously the Defendants' Narrowed Request 23(a)). Final versions of reports, briefings, submissions, or analysis considering any improvements or changes introduced by ASL in relation to the Airwave Services, in the period 1 January 2019 to 31 July 2023 (previously the Defendants' Narrowed Request 23(c)).	Nigel Herrington (Commercial Director)	1 January 2019 to 31 July 2023	("airwave" OR "asl") AND ("review" OR "report" OR "study" OR "brief*" OR "submission" OR "analysis") AND ("quality" OR "improvement*" OR "upgrade*" OR "enhancement*" OR "service performance" OR "service review" OR "service improvement" OR "resilience" OR "coverage" OR "kpi" OR "key performance indicator")
23(b)	Studies or reviews undertaken of the market for the provision of emergency communications services to assess "what technical advancement and economics that may be obtained by competition as opposed to continuation with [Airwave] for another 15 years", as referred to in the document "Airwave Solutions Ltd: Summary" dated 12 October 2010 (HO00029504) (previously the Defendants' Narrowed Request 23(b)).	Sue Moffatt (NPIA Commercial and Procurement Director) Jackie Davenport (NPIA/HO Programme Manager) Cate Walton (NPIA Head of Communications Security) Jonathan Kalisch (NPIA Head of Service and Contracts for Airwave / Airwave and Communications Portfolio Manager) Michael Setright (ESMCP Commercial Contract Manager) Peter Wickson (NPIA Head of Engineering) Mark Kirkham (Contract Manager)	1 January 2010 to 31 December 2010	("airwave" OR "asl" OR "emergency w/5 communications" OR "TETRA" OR "network") AND ("review" OR "report" OR "study" OR "analysis")
24	Withdrawn			
25	Withdrawn			
26	"Emergency Services Mobile Communications Programme (ESMCP) Outline Business Case, 4 December 2013" (referred to at footnotes 88, 90, 92 and 236 of Appendix B and E of the CMA's Final Report) (previously Request 26(a)).	NA	NA	No search terms are required to comply with this request.

No.	Defendants' Request ¹	Custodians / Repositories to be searched	Date Range	Proposed Search Terms
	"Firelink presentation slides, 26 October 2016" (referred to at footnote 65 of Appendix B of the CMA's Final Report) (previously Request 26(b)).	NA	NA	No search terms are required to comply with this request.
	"Home Office document "ESMCP Transition Plan History", 9 September 2015" (referred to at footnotes 204 and 351 of the CMA's Final Report) (previously Request 26(e)).	NA	NA	No search terms are required to comply with this request.
	"Home Office note of meeting, 2 August 2021" (referred to at footnote 309 of the CMA Report, and footnote 201 of Appendix E of the CMA's Final Report) (previously Request 26(h)).	NA	NA	No search terms are required to comply with this request.
	"Home Office document: ESCMP Position Paper – ASL Financial Risk" (referred to at footnote 284 of Appendix E of the CMA's Final Report) (previously Request 26(g)).	NA	NA	No search terms are required to comply with this request.
	"Home Office note, 6 July 2018" (referred to at footnote 351 of the CMA's Final Report) (previously Request 26(j)).	NA	NA	No search terms are required to comply with this request. The Defendants will take steps to identify the document referred to at footnote 351 of the CMA Report and reserve the right to request its disclosure from the HO to the extent it does not already form part of the HO's CMA Disclosure.
27	Withdrawn			
28	Withdrawn			
29	Withdrawn			

PART 2 – CLASS REPRESENTATIVE’S REQUESTS OF THE HOME OFFICE

IN RESPECT OF ALL REQUESTS:

- (1) Agreement to search custodian data is limited to custodian email accounts.
- (2) Search terms are to be agreed between the parties and are subject to proportionality.
- (3) The Class Representative’s requests do not extend to any material already disclosed into the Proceedings by the Home Office.

Request	Custodian	Date range
CR/HO1 Documents relating to the 2020/21 negotiations regarding an extension of the Airwave contract beyond 2022. In particular: a) Internal documents prepared by or for John Black, Simon Parr, Bryan Clark and Roberto Troiolo in relation to the negotiations including in relation to: (i) the Home Office’s strategy and objectives; (ii) views of respective bargaining power; (iii) bargains and trade-offs accepted by the Home Office; and b) Correspondence between Motorola and the Home Office in relation to the negotiations.	Bryan Clark John Black Simon Parr Roberto Troiolo	1 January 2019 to 31 December 2022
CR/HO2 (a) - withdrawn		
CR/HO2 (b) Documents relating to technical, functional and operational differences between the Airwave Network and ESN	Cate Walton	1 April 2014 to 31 July 2023
CR/HO2 (c) Documents relating to the public procurement process in relation to ESN	Cate Walton	1 April 2014 to 31 December 2015
CR/HO2 (d) Documents relating to why ESN has not yet been delivered	Cate Walton	1 April 2016 to 1 July 2022
CR/HO2 (e) Documents relating to why there has not been a readily available alternative to ESN that could replace the Airwave Network during the period in which it was required to be extended	Cate Walton	1 January 2019 to 31 July 2023
CR/HO2 (f) Documents relating to any comparisons between the Airwave Network and emergency communications systems in other countries	Cate Walton Gordon Shipley Bryan Clark John Black	1 January 2016 to 31 July 2023
CR/HO2 (g)	Cate Walton	1 May 2013 to 8 October 2015

Documents relating to the operation of the benchmarking provisions under the PFI Agreement, including the exercise undertaken by Gartner in 2013 and the resulting dispute		
CR/HO3 A copy of Airwave’s claim for relief letter that was attached to an email dated 2 August 2017 in the chain between Home Office Colleagues at HO00025804 / HO00025806 / HO00025807	No searches of custodian inboxes required.	
CR/HO4 Documents produced by the Home Office regarding the “project-specific risks” associated with delivering the Airwave Network	CR to consider the Defendants’ disclosure in relation to the “ <i>Project Specific Risks</i> ”, then make certain targeted disclosure requests of the Home Office should that be necessary.	
CR/HO5 Documents providing an overview of or information regarding emergency services networks in particular in (i) Austria, (ii) the Republic of Ireland (iii) Denmark; (iv) Norway; and (v) Portugal during the period 1 January 2016 to 31 July 2024, including but not limited to: a) any documents related to the contractual basis upon which other emergency services networks were procured; b) any documents related to technical specifications and key features of other emergency services networks (including the technology upon which they are based); c) any documents related to the prices charged to users of other emergency services networks; d) any documents related to the quality and/or coverage of other emergency services networks; e) any documents related to delays encountered with respect to any movement from legacy TETRA (or equivalent) technology to broadband/LTE system; and f) any analysis which compares the Airwave Network or ESN to other emergency services networks.	Cate Walton Gordon Shipley Bryan Clark John Black	1 January 2016 to 31 July 2023
CR/HO6 To the extent not covered in the Home Office’s Market Investigation Documents, all Airwave Management Team (AMT) Portfolio Reports produced by the Home Office during the Claim Period.	Jonathan Kalisch Sarah Vant Mark Kirkham	1 January 2020 to 31 July 2023

ANNEX C – SAMPLE OF OTHER CLASS MEMBERS (“OCMs”)

The following list of OCMs are those from who disclosure will be sought in these Proceedings pursuant to paragraph 4 of the Order above.

1. Cumbria Constabulary
2. Thames Valley Police
3. The Metropolitan Police Service
4. South Wales Police
5. Police Service of Scotland
6. The Scottish Ambulance Service Board (“**SASB**”)
7. The Welsh Ambulance Services University NHS Trust
8. The London Ambulance Service NHS Trust
9. The Scottish Fire and Rescue Service
10. Devon and Somerset Fire and Rescue Service
11. The Department of Health and Social Care (“**DHSC**”)

(together, the “**Sample of Blue Light Customers**”)

12. HM Prison Service
13. The Maritime and Coastguard Agency
14. [REDACTED]
15. The Ministry of Defence Police
16. [REDACTED]
17. The Royal Society for the Prevention of Cruelty to Animals
18. The Royal National Lifeboat Institution

19. Network Rail

20. [✂]

21. ACC Liverpool

22. [✂]

ANNEX D –DISCLOSURE TO BE PROVIDED BY THE SAMPLE OF OCMS

This annex contains details of the disclosure to be provided by the Sample of OCMS pursuant to paragraph 9 of the Order.

REQUEST 1 – THE QUALITY, ROBUSTNESS AND RESILIENCE OF THE AIRWAVE NETWORK/SERVICES

Time period:

From 19 February 2016 to 31 July 2023.

Search:

Documents relating to the OCM’s views, assessments, and/or discussions of:

- a) the quality, performance, robustness, or resilience of the Airwave Network or Airwave Services;
- b) any failures, outages, coverage gaps, or degradations in service affecting the Airwave Network or Airwave Services and the operational impact that they had;
- c) the performance of the Airwave Network or Airwave Services in relation to major incidents or events (such as major public order events, critical infrastructure failures, natural disasters or severe weather events and multi-agency operations);
- d) any concerns, criticisms, or complaints about the quality, resilience, availability, or fitness for purpose of the Airwave Network or Airwave Services;
- e) the risks associated with network failure, degradation, or loss of service in connection with the transition from the Airwave Network to ESN; and
- f) whether the Airwave Network or Airwave Services continued to meet the relevant OCM’s operational requirements in the context of any re-procurement or contract renewal exercise conducted.

Additional requests for the Sample of Blue Light Customers only

- g) Airwave Solutions Limited’s (“ASL’s”) compliance with the contractual levels of service agreed to be delivered to the OCM;
- h) if the OCM is a police force, ASL’s compliance with any “service availability” requirements applicable to that organisation; and

- i) ASL's compliance with the service credits regime, including ASL's response to any service credits claim and the resolution thereof.

REQUEST 2: CHANGES TO THE AIRWAVE NETWORK/SERVICES AND COMPLAINTS OR ISSUES ARISING ABOUT THE AIRWAVE NETWORK/SERVICES

Time period:

From 19 February 2016 to 31 July 2023.

Search:

Documents relating to the OCM's views, assessments, and/or discussions of:

- a) any changes introduced by ASL to the Airwave Network or Airwave Services during the relevant period, including:
 - i. technical changes or upgrades to the Airwave Network, such as the introduction of Cluster Hot Standby ("CHS"), Ground Based Network Resilience ("GBNR"), and the availability of the Airwave Network in the London Underground ("LUL"), and the impact of such changes on the quality or scope of the Airwave Services received; and
 - ii. any special programmes introduced by ASL in connection with major events or operations, such as the Funeral of HM Queen Elizabeth II, the King's Coronation, and the NATO summit in Cornwall in 2021;
- b) any complaints or issues raised by the relevant OCM arising from a technical change, upgrade, or special programme introduced by ASL, and the adequacy of ASL's response to any such complaint or issue; and
- c) the adequacy of ASL's response to any request made by the OCM for improvements, changes, upgrades, or modifications to the Airwave Network or Airwave Services.

REQUEST 3: ALTERNATIVES TO THE AIRWAVE NETWORK AND AIRWAVE SERVICES

Time period:

From 19 February 2016 to 31 July 2023.

Searches:

Documents in the specified time period to locate any documents relating to the relevant OCM's views, assessments, and/or discussions of:

- a) any alternative communications systems or services considered or used by the OCM alongside or instead of the Airwave Network or Airwave Services, and whether such alternatives were capable of meeting the relevant OCM's operational requirements;
- b) any assessment of the technical feasibility or operational necessity of any alternative communications system interfacing with the Airwave Network, including any consideration of interoperability requirements;
- c) any consideration by the OCM of switching from Airwave Services (including any Ancillary Services) to an alternative communications service, including any assessment of the costs, risks, or operational implications of switching;
- d) any assessment of the costs or financial implications of switching or transitioning from Airwave Services to an alternative communications service, including any financial modelling, cost-benefit analysis, or budget submissions prepared in connection with a potential or actual switch, and any assessment of the financial arrangements, funding conditions, or cost allocation mechanisms communicated by the Home Office in connection with the transition from the Airwave Network to; and
- e) where switching from Airwave Services did take place, the actual cost of switching and the switching process itself, including any post-switch evaluation of the alternative service against the Airwave Services.

REQUEST 4: ALTERNATIVES TO ESN CONSIDERED DURING THE MARKET ENGAGEMENT PERIOD

Time Period:

From 1 January 2011 to 18 April 2014.

Searches:

Documents in the specified time period to locate any documents relating to the relevant OCM's views, assessments, and/or discussions of:

- a) any alternative communications systems or services considered by the OCM as potential successors to the Airwave Network, other than ESN;
- b) the technical capability, coverage, resilience, or operational suitability of any proposed alternative to ESN to meet the OCM's communications requirements;

- c) any representations made by or on behalf of the OCM to the Government, the Home Office, or any other public body in connection with the market engagement exercise relating to ESN; and
- d) the relative merits of ESN against any proposed alternative.

Documents related to the transition from the Airwave Network to ESN or to alternatives to the Airwave Network or Airwave Services need not be searched for.

REQUEST 5 (DHSC AND SASB ONLY): THE DECISION TO CONTRACT WITH ASL

Time Period:

SASB: From the time the SASB began to consider contracting for access to the Airwave Network to 18 July 2006 (i.e., the date when the agreement between the SASB and ASL (the “**Scottish Ambulance Agreement**”) was signed).

DHSC: From the time when the DHSC began to consider contracting for access to the Airwave Network to 19 July 2005 (i.e., the date when the agreement between the DHSC and ASL (the “**Ambulance Agreement**”) was signed).

Search:

SASB: Documents (excluding email data) in the specified time period to locate any documents relating to:

DHSC: Documents in the specified time period to locate any documents relating to:

- a) any alternative communications providers or systems considered by the relevant OCM before contracting with ASL, including any evaluation of their technical capability, coverage, resilience, or value for money, and any assessment of the reasons for selecting ASL or the absence of viable alternatives;
- b) any assessment of the operational requirements that the Airwave Services were expected to meet and the extent to which any alternative was assessed as capable of meeting those requirements; and
- c) the internal authorisation and approval process in connection with the decision to contract with ASL, including any assessment of the value for money of the proposed contract prepared for the purpose of obtaining ministerial or Treasury approval for the [**Scottish Ambulance Agreement / Ambulance Agreement**].

For the avoidance of doubt, this request is limited to the pre-contractual evaluation and procurement exercise and does not extend to the negotiation of the specific terms of the **[Scottish Ambulance Agreement / Ambulance Agreement]** (including the asset transfer and benchmarking provisions).

REQUEST 6 (DHSC AND SASB ONLY): NEGOTIATION OF [THE SCOTTISH AMBULANCE AGREEMENT / THE AMBULANCE AGREEMENT]

Time Period:

SASB: From the time the SASB began to consider contracting for access to the Airwave Network to 18 July 2006 (i.e., the date when the Scottish Ambulance Agreement was signed).

DHSC: From the time when the DHSC began to consider contracting for access to the Airwave Network to 19 July 2005 (i.e., the date when the Ambulance Agreement was signed).

Search:

SASB: Documents (excluding email data) in the specified time period to locate any documents relating to:

DHSC: Documents in the specified time period to locate any documents relating to:

- a) the asset transfer provisions of the **[Scottish Ambulance Agreement / Ambulance Agreement]**, including any assessment of the value, scope, or implications of any asset transfer agreed with ASL;
- b) the benchmarking provisions of the **[Scottish Ambulance Agreement / Ambulance Agreement]**, including any assessment of the scope, operation, or effectiveness of those provisions as a mechanism for ensuring value for money, whether they were expected to provide meaningful price protection; and
- c) the pricing provisions of the **[Scottish Ambulance Agreement / Ambulance Agreement]**, including any assessment of the overall value for money of the pricing agreed with ASL, whether it reflected the true market value of the Airwave Services, and whether the benchmarking and the asset transfer provisions were reflected in the agreed pricing.

For the avoidance of doubt, this request is limited to the negotiation of the aforementioned provisions at the time of contracting and does not extend to the pre-contractual evaluation of alternative providers or options.

REQUEST 7 (DHSC AND SASB ONLY): EXERCISE AND EFFECTIVENESS OF BENCHMARKING PROVISIONS

Time Period:

From 1 June 2015 to 31 December 2021.

Searches:

Documents in the specified time period to locate any documents relating to:

- a) any consideration by the OCM of the practical effectiveness, utility, or commercial value of the benchmarking provisions under the [**Scottish Ambulance Agreement / Ambulance Agreement**], including any internal assessment of whether the conditions for exercising those provisions were met, any assessment of the likely outcome of any such exercise, and any consideration of whether to exercise the benchmarking provisions or to enter into any settlement or other arrangement which included an agreement to waive, suspend, or refrain from exercising those provisions, and including any discussions between the OCM and the [**Scottish Ambulance users / Ambulance users**] in relation to the foregoing;
- b) any exercise (actual or attempted) of the benchmarking provisions under the [**Scottish Ambulance Agreement / Ambulance Agreement**], including any benchmarking exercise conducted and the results of any such exercise, any assessment of the methodology used, and any internal assessment of whether the outcome of the benchmarking exercise reflected the true market value of the Airwave Services;
- c) the decision to enter into or be bound by the settlement agreement dated 17 February 2016 between the DHSC, the SASB and ASL (the “**Ambulance Settlement Agreement**”) or any subsequent waiver, suspension, or extension of the benchmarking rights under or in connection with the [**Scottish Ambulance Agreement / Ambulance Agreement**] (including the extensions of the benchmarking waiver agreed in 2018, and contemplated in 2021), including the decision to waive the benchmarking rights thereunder, any assessment of the adequacy of the consideration received in exchange for that waiver, the reasons for entering into or being bound by the Ambulance Settlement Agreement or any such subsequent waiver, suspension, or extension, any subsequent assessment of the practical effectiveness or utility of the benchmarking provisions, and any subsequent contemplation of exercising those provisions;
- d) the negotiations between the OCM and ASL in connection with the Ambulance Settlement Agreement or any subsequent waiver, suspension, or extension of the benchmarking rights (including the extensions of the benchmarking waiver agreed in 2018, and contemplated in 2021), including any assessment of the OCM’s negotiating position, the terms offered by ASL, and the reasons for accepting those terms; and
- e) the internal authorisation and approval process in connection with the decision to enter into the Ambulance Settlement Agreement or any subsequent waiver, suspension, or

extension of the benchmarking rights (including the extensions of the benchmarking waiver agreed in 2018, and contemplated in 2021).