Party: Class Representative
Witness: Professor Barry J Rodger
Number of Statement: 3
Dated: 25 August 2026

In the Competition Appeal Tribunal **Case No 1673/7/7/24**

B E T W E E N:

Professor Barry Rodger

Joint Applicant / 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

Joint Applicants / Defendants

Third witness statement of Professor Barry Rodger

I, **PROFESSOR BARRY JAMES RODGER**, of the Law School, University of Strathclyde, Lord Hope Building, 141 St James Road, Glasgow G4 0LT, will say as follows:

I. INTRODUCTION

1. I am the Class Representative in the above collective proceedings (the "**Collective Proceedings**"), authorised to act in that capacity by the collective proceedings order made by the Tribunal on 23 May 2025 and subsequently amended on 31 July 2026 (the "**CPO**").

2. This is my third witness statement in these proceedings. I make it further to the agreement reached between me, in my capacity as the class representative, and the Defendants (the "**Defendants**" together, "**Google**") to settle the Collective Proceedings in their entirety, on the terms set out in the settlement agreement dated 22 August 2026 (the "**Settlement Agreement**" and the "**Proposed Settlement**"), and in support of the joint application by Google and me for a collective settlement approval order under Rule 94 of the Competition Appeal Tribunal Rules 2015 (the "**Tribunal Rules**") (the "**Approval Application**").

3. In seeking to agree the Proposed Settlement, and for the purposes of preparing the Approval Application (including this witness statement), I have read and considered Rule 94 of the Tribunal Rules and paragraphs 6.96 to 6.101 and 6.117 onwards of the Competition Appeal Tribunal Guide to Proceedings 2015 (the "**Guide**"), which I address further below.

4. The facts contained in this witness statement are true to the best of my knowledge, information and belief, and – where derived from other sources – I identify the source of my information and belief.

5. This witness statement should be read alongside the other documents filed in support of the Approval Application. I have sought to avoid duplication with the other supporting evidence so far as possible.

6. My statement is structured as follows:

   6.1 in section II, I explain why I consider the terms of the Proposed Settlement to be just and reasonable, including the proposed allocation of the Settlement Sum between the Class and the Stakeholders;

   6.2 in section III, I describe the consultation and independent advice I obtained in deciding to accept the Proposed Settlement and in determining the proposed allocation;

   6.3 in section IV, I explain why I consider the proposed distribution arrangements to be fair and workable for the Class;

   6.4 in section V, I address the proposed notice of the Approval Application and, if approved, the Proposed Settlement;

   6.5 in section VI, I address the arrangements for holding the Settlement Sum pending distribution; and

   6.6 in section VII, I address the sufficiency of the information available to me when assessing the Proposed Settlement and matters relevant to full and frank disclosure.

7. For ease of reference, in this witness statement I use Class and Class Members as colloquial shorthand for those technically described under the collective proceedings

regime as "represented persons". I am aware that, due to a limited number of opt-outs, not all Class Members would constitute represented persons and be entitled to participate in any distribution.

8. Nothing in this witness statement is intended to waive any right available to me to assert legal professional privilege, nor is anything intended to waive or compromise the "without prejudice" protections afforded to the settlement discussions and correspondence between my solicitors, Geradin Partners, and RPC, solicitors for Google.

II. THE TERMS ARE JUST AND REASONABLE

9. The decisions to enter into the Proposed Settlement on behalf of the Class and how the Settlement Sum should be allocated between the Class and the Stakeholders (as defined below) were mine alone, pursuant to my role as the Class Representative.

10. For the reasons set out below, I firmly believe that the terms of the Proposed Settlement are just and reasonable within the meaning of section 49A(5) of the Competition Act 1998 and Rule 94(8).

11. As a preliminary point, I note that my approach throughout has been to ensure that a substantial and clearly identified part of the Settlement Sum should be made available for distribution to the Class before any question arose of applying sums not claimed by the Class to the Stakeholders' costs, fees and disbursements. My proposed structure gives effect to those principles by allocating £160 million for claims by the Class in the first instance and putting in place various measures to maximise its effective distribution, while providing that the treatment of any amount remaining after the claims process will be determined only following a further application to, and approval by, the Tribunal.

A. The structure of the Proposed Settlement

12. The total amount of the Proposed Settlement is £260 million (the "**Settlement Sum**"). Subject to the Tribunal's approval, I propose that it should be allocated as follows:

    12.1 £160 million (the "**Class Pot**") will be made available for distribution to Class Members in accordance with the distribution methodology described in section V below. The overall costs incurred in relation to the Proceedings are likely to be £27.671 million (assuming the full budget is used to take the case through distribution). The £160 million Class Pot accordingly means at least 68.9% of the Settlement Sum (net of costs incurred) is available to the Class.

12.2 £100 million (the "**Stakeholder Pot**"), will be available towards my costs, fees and disbursements ("**CFDs**"), including amounts claimed in respect of the contractual entitlements of the Funder, ATE insurers, solicitors and counsel (together, the "**Stakeholders**"), with the particular Stakeholder entitlements and amounts payable remaining subject to the further application described below. As I explain below, and as described in the second witness statement of David Gallagher ("**Gallagher 2**"), a partner at my instructed solicitors, Geradin Partners, these sums represent a significant discount to the Stakeholders' contractual entitlements. The difference is substantial. On the basis of the Stakeholder Pot alone, the Stakeholders would collectively recover approximately £30 to 40 million less than their contractual entitlements assuming the budget is used in full, representing a shortfall of approximately 32% (see paragraphs 93 – 98 of Gallagher 2). Again, this is an important part of my desire to prioritise maximum class recovery.

13. To the extent that any of the Class Pot remains undistributed following completion of the claims process described in section IV, the parties have agreed to seek the Tribunal's directions as to the treatment of such sums. I currently propose to return to the Tribunal and seek approval for that residual amount to be applied towards CFDs which I have contractually agreed but which are not covered by the Stakeholder Pot. I would then propose a further pro rata top-up payment to Class Members which submitted valid claims. I understand that Google will make its own submissions as to the treatment of such sums at the relevant time. At that stage, the Tribunal will therefore know the actual Class take-up, the amount proposed to be paid to Class Members and the remaining Stakeholder claims before determining whether and to what extent any such further payment should be made, or how any undistributed sums should otherwise be applied.

14. The £260 million Settlement Sum is subject to the adjustment in clause 1.3 of the Settlement Agreement if any of five specified developers opts out. This issue is explained in below at paragraphs 33 - 35. In essence, however, it reflects the fact that: (i) these five developers account for *circa* [redacted] of total claim value; (ii) settlement was

achieved on the basis that they would remain within the Proceedings and settlement; and (iii) if they would opt-out of the Proceedings or settlement, a mechanism is needed to ensure that Google is not exposed to a risk of over- or multiple-compensation. In the event of their opt-out, the Settlement Sum is reduced only by the amount which that particular developer would otherwise have received under the Distribution Plan. The proposed distribution methodology therefore preserves the entitlements of all remaining Class Members.

B. The amount of the Settlement Sum

15. I consider that the Settlement Sum of £260 million is just and reasonable. In reaching that view, I have had regard to all the circumstances, including the factors in Rule 94(9):

15.1 **The amount and terms of the settlement (Rule 94(9)(a))**. The Proposed Settlement provides for Google to pay £260 million in full and final settlement of the Proceedings. I address the proposed allocation of that sum between the Class and Stakeholders at paragraphs 17–26 below.

15.2 **The number of persons likely to be entitled to a share (Rule 94(9)(b))**. I am told by my economic advisers, Fideres, that approximately [redacted] Class Members are likely to be entitled to a share of the Settlement Sum. That estimate is principally based on transaction data disclosed by Google in these Proceedings (the "**Rodger Transaction Data**"). The data identify [redacted] distinct UK developers with relevant Play Store transactions between 22 August 2018 and 31 March 2025. Using that data, Fideres estimates that there are a further [redacted] UK developers for the period 1 April 2025 to 31 July 2026. I regard that as a robust basis for estimating the number of persons likely to be entitled to a share of the Settlement Sum. It is derived from Google's own records, covers the substantial majority of the Relevant Period, and concerns developers with whom Google has direct contractual relationships. That is the best data available to me.

15.3 **Take up likely to be very high by value.** I address below at paragraphs 20-21 and 50-51 why, for this Class, I expect take-up to be very high by value, in particular because a substantial proportion of the estimated claim value is concentrated among a relatively small number of identifiable developers with whom there has already been detailed, individual engagement during the Proceedings, including with my advisers, e.g., on disclosure by these developers. This direct, and detailed, engagement is an unusual, if not unique, feature of opt-out proceedings before the Tribunal to date, and leads me to believe that take-up by value will be very high based on value (Gallagher 2, [84]-[88]).

15.4 **The likelihood of judgment significantly in excess of the settlement** (**Rule 94(9)(c))**. In assessing whether the Settlement Sum was just and reasonable, I took into account the litigation risks to the Class of continuing to pursue the proceedings to judgment. I have considered the matters set out in Mr O'Donoghue KC's Opinion and the points noted in paragraphs 21.1-21.4 of Mr Gallagher's witness statement. Whilst I remain confident in the Class's liability case, and consider that it has good prospects of success at trial, I recognise the inherent uncertainty as to the outcome and, in particular, as to the likely level of damages (which sit on an unusually large spectrum in this case), in any judgment. Whether the Class would ultimately recover a sum significantly in excess of the Settlement Sum would depend on the Tribunal's determination of materially disputed issues affecting liability and quantum. I took those uncertainties into account in concluding that the Settlement Sum was just and reasonable.

15.5 **The likely duration and cost of proceeding to trial (Rule 94(9)(d))**. The trial is listed to commence on 28 September 2026 and I am told that my further costs through trial and any appeal are estimated at approximately £4.1 – 4.85 million (Gallagher 2, 41). Mr Gallagher also explains that, if Google succeeded in its arguments relating to the issue of principle on intra-group transfers, the trial starting in September 2026 would almost certainly not finally determine aggregate damages and the Tribunal has therefore in its PTR Order made contingent provision for further factual and expert evidence and a further hearing, the costs of which are currently unbudgeted (Gallagher 2, 43). I am also aware that if the Collective Proceedings do not settle, there would also be further unbudgeted costs associated with dealing with the developer disclosure that has been ordered and pending (and potentially further) developer opt-out applications (Gallagher 2, 45).

15.6 If the Collective Proceedings proceed to trial, I am aware that there will be a delay in the Class receiving compensation (including possible further appeals following trial), as addressed in Gallagher 2, paragraphs 21.4, 41 and 48. The need for a second hearing relating to intra-group transfers would further delay final judgment and any distribution to the Class. Additionally, I also took account of the fact that, under the LFA, Bench Walk's contractual return increases if the Proceedings continue beyond the commencement of trial, thereby increasing the Stakeholder entitlements which may ultimately be sought from any recovery: see Gallagher 2 at 109. I expect the settlement process, notwithstanding the claims period and further application to the Tribunal for distribution (see paragraphs 37-42 below), to result in payment to the Class materially sooner and with materially greater certainty.

15.7 **Any opinion by an independent expert or legal representative (Rule 94(9)(e))**. I have had the benefit of Mr O'Donoghue KC's Opinion and the further independent advice described in section III below, all of which I took into account.

15.8 **The views of Represented Persons (Rule 94(9)(f))**. With Google's agreement, my advisers have discussed the proposed settlement with [redacted] of the estimated claim value. Confidentiality arrangements prior to the signing of the Settlement Agreement necessarily limited the information that could be shared with them. But none has expressed opposition to the proposed settlement on the basis of the information that my advisers were permitted to share. I propose to give formal notice to Represented Persons in accordance with the Tribunal's directions. In addition, once the settlement is public, I intend to contact developers directly as soon as practicable, including if there is any delay in the Tribunal approving the formal notice. I will consider any views or submissions received once formal notice has been given and ensure that they are placed before the Tribunal.

15.9 **Disposition of any unclaimed balance (Rule 94(9)(g))**: As explained below, I expect take-up by value to be very high. Nevertheless, the parties have agreed that the Tribunal should determine the treatment of any amount remaining in the Class Pot once the claims and review process has been completed and the actual level of take-up is known. My present proposal is that any amount remaining in the Class Pot should first be made available towards CFDs which are not covered by the Stakeholder Pot. To the extent that any balance remains after any such payments, I would propose a pro rata top-up to Class Members which submitted valid claims. Google will be entitled to make its own submissions on the treatment of any undistributed sums. The parties will therefore return to the Tribunal once the claim process has concluded and the actual level of take-up is known. The Tribunal will then determine what, if anything, should be paid from the residual Class Pot towards those CFDs or otherwise. That approach ensures that the Tribunal will be able to make its decision with the benefit of evidence as to actual, rather than projected, take-up. If take-up were materially lower than presently expected, the Tribunal would be able to take that into account in determining the treatment of any undistributed sums.

16. Taking those matters together, I concluded that the Proposed Settlement is just and reasonable taking into account all the relevant circumstances of this case.

C. Allocation between the Class and Stakeholders

17. It was, and remains, very important to me that the settlement structure should be designed to produce a substantial actual recovery for the Class, rather than merely making a large headline amount notionally available. In determining the allocation of the Settlement Sum, I took account in particular of: (i) the importance of securing a substantial actual recovery for the Class; (ii) the level of take-up which I expect by value; (iii) the financial risks assumed by the Stakeholders and their role in enabling the Proceedings to be pursued; (iv) my contractual obligations to the Stakeholders and the extent to which those entitlements would be satisfied; and (v) the importance of preserving the Tribunal's control over any undistributed balance. I address those matters below.

18. I ultimately concluded that £160 million should initially be made available for Class claims and £100 million allocated towards Stakeholder contractual entitlements. In assessing the allocation, I considered it important to distinguish between: (i) costs incurred in the Proceedings, which have enabled the claim to be brought to this stage;

and (ii) the Stakeholders' remaining contractual entitlements, which include Bench Walk's funding returns under the LFA, Geradin Partners' deferred fees and any applicable success fee, the corresponding arrangements with counsel, and contingent fees due to insurers under the ATE insurance policies. Once costs incurred in the Proceedings (assuming the full £27.671m budget is used) are accounted for, almost 70% of the remaining sum would be made available for the Class.

19. My overriding concern throughout has been to act in the interests of the Class and to secure the best outcome reasonably available for Class Members. I did not, however, consider that the risks assumed by the Stakeholders should be disregarded when deciding upon a fair allocation. The proceedings could not have been pursued on their present scale without substantial funding and professional work being provided at risk to the stakeholders concerned. Bench Walk committed substantial capital to the proceedings and bore the risk that its Capital Outlay and contractual return would not be recovered. Under the LFA, Bench Walk also agreed to meet my adverse-costs liability to the extent that it was not met by the ATE insurance arrangements; my solicitors, Geradin Partners, and members of my counsel team, have carried substantial proportions of their fees on conditional fee arrangements, with recovery of those amounts dependent upon a successful outcome; and the ATE insurers have assumed adverse-costs risk. Mr Gallagher describes those arrangements in detail at paragraphs 99-105 of Gallagher 2. I do not repeat them here.

(1) Expected recovery by the Class and treatment of any residual

20. I expect take-up to be very high by value. The value of the Class's claims is highly concentrated. On the analysis presently available to me, the largest 24 developers account for around [redacted] of Prof Fletcher's estimated claim value. My advisers have already engaged with [redacted] of estimated claim value. See Gallagher 2 at 56. I address the evidence for that expectation in section V below. Angeion has estimated take-up by value of 50-80% (see Angeion's distribution plan dated 25 August 2026, which accompanies the parties' joint application ("**Angeion Distribution Plan**"). My expectation is that actual take-up will be at the higher end of this scale given the unusual, if not unique, level of direct and detailed interaction that my team and I have had with the largest developers by claim value.

21. My expectation of high take-up by value also informed the appropriate treatment of any undistributed remainder. The parties have agreed that they will seek the Tribunal's directions as to the treatment of any undistributed sums, and I do not propose that any residual sums in the Class Pot should pass automatically to Stakeholders. Once the claims and review process has been completed, the parties will seek the Tribunal's directions, and I currently propose to return to the Tribunal to seek approval to apply the residual Class Pot towards CFDs not covered by the Stakeholder Pot. The Tribunal will at that stage have evidence of the actual level of take-up and the amount proposed to be distributed to the Class. I understand that Google will make its own submissions as to the treatment of any undistributed sums at the relevant time. If Class take-up is materially lower than presently expected, that can be taken into account in determining what, if anything, should be applied towards those outstanding CFDs or otherwise.

(2) Stakeholder entitlements and their concessions

22. In determining the size of the Stakeholder Pot, I also took account of my contractual obligations to the Stakeholders. Those entitlements, which Mr Gallagher addresses in detail at paragraphs 91-126 of Gallagher 2, materially exceed the £100 million Stakeholder Pot. As at 31 July 2026, the Stakeholders' estimated contractual entitlements total approximately £115 million. That exceeds the Stakeholder Pot by approximately £15 million. That is before taking account of the further entitlements likely to accrue, which Gallagher 2 estimates at approximately £15 to 25 million (leading to total contractual entitlements of £130 to £140 million). Gallagher 2 identifies, for each category of Stakeholder, the relevant contractual basis, the accrued or estimated entitlement, the amount proposed to be paid from the Stakeholder Pot and the resulting shortfall against that Stakeholder's contractual entitlement.

23. I took that substantial potential shortfall into account in concluding that the proposed allocation struck an appropriate balance between the Class and the Stakeholders. After reimbursement of Bench Walk's Capital Outlay, approximately 31% of the Settlement Sum represents Stakeholder remuneration or return. I consider that a useful additional comparison because repayment of capital already deployed to fund the Proceedings is distinct from remuneration or return for assuming litigation risk.

24. My contractual obligations to the Stakeholders formed an important part of the background against which I considered the allocation. As the possibility of settlement

became more concrete, Geradin Partners, on my behalf, discussed with Bench Walk whether it would be prepared to limit the amount which it would seek to recover in order to permit an appropriate amount to be made available to the Class. I was able to secure Bench Walk's agreement that it would not insist on its contractual rights where doing so was likely to jeopardise the Tribunal's approval of the settlement or put me in a position where I could no longer act in the best interests of the Class.

25. I also took into account the costs of implementing the proposed claims and distribution process, including the costs of my claims administrator, Angeion. Those costs are addressed in Gallagher 2 at paragraphs 63-66. They will be met from my existing litigation budget and will not be deducted from the Class Pot. I therefore proceeded on the basis that, subject to the Tribunal's approval, the full £160 million Class Pot would remain available for distribution to Class Members notwithstanding the costs of administering that distribution.

(3) Overall assessment

26. I recognise that the sums ultimately paid to Stakeholders in respect of CFDs are a matter for the Tribunal and not for me, and I do not seek to pre-empt the Tribunal's assessment of whether any particular figure is reasonable. What I can say is that I considered it important that substantially more of the Settlement Sum should be made available for Class claims in the first instance than for Stakeholder claims, while also respecting to the extent possible Stakeholders' contractual entitlements. The proposed allocation makes materially more of the Settlement Sum available for Class claims in the first instance, while preserving the Tribunal's control over both Stakeholder payments and the treatment of any residual Class Pot.

D. Release and waiver

27. Clause 2.4(b)(ii) of the Settlement Agreement addresses the release and waiver of Claims against Google and its Related Parties by me and the Class Members. When read with the definition of "Claims" and "Related Parties", it provides that the parties will seek a CSAO that has the effect of, to the maximum extent permitted by law, releasing and discharging Google and its Related Parties (as defined) from, and waiving, any Claims which I, or any Represented Person who does not opt out of the

settlement under Rule 94, may have against them. The release is therefore tied to the facts, matters or conduct alleged in the Proceedings or the issues arising in them.

E. Protection of class members' costs entitlements

28. The Settlement Agreement also provides that each party will bear its own costs of the Proceedings, so that no liability for Google's costs falls on the Class Representative or the Class. Importantly, it preserves the existing orders requiring Google to meet the costs incurred by Represented Persons in connection with its developer disclosure applications. Clause 6.2 expressly provides that those orders and rulings are unaffected by the Settlement Agreement and remain in full force notwithstanding the making of a CSAO.

29. I considered that protection important. It ensures that the affected Represented Persons retain their rights to recover their costs of complying with the disclosure applications in accordance with the relevant orders or rulings of the Tribunal, and are not placed at an individualised disadvantage as a result of the Proposed Settlement. It seemed to me important to secure these continued protections for the developers concerned, since the applications in question were addressed to the developers, not me, and the cost protections that the Tribunal's order provides for were important for the developers concerned as non-parties to the Proceedings.

F. Enhanced verification for high-value developers

30. Clause 4.3 of the Settlement Agreement makes it a condition of distribution to each of the 24 developers listed in Annex A that it represents and warrants that:

    30.1 it is entitled to pursue the Claims in respect of the Relevant Transactions attributed to it; and

    30.2 its Related Parties will not make Claims in respect of the same Relevant Transactions.

31. Those developers are the 24 largest developers by modelled claim value and are presently estimated to be entitled to payments in the region of [redacted] each. I consider the enhanced verification appropriate because the potential payments are substantial.

32. The condition is intended to provide additional reassurance that the person receiving the distribution is entitled to pursue the relevant Claims. It is a targeted safeguard applying to the highest-value claims, rather than an additional evidential requirement imposed on the Class generally. That said, I do not envisage that the process of providing the representation/warranty referred to in Clause 4.3 should be at all onerous.

G. Adjustments to account for any opt outs by five specified developers

33. The £260 million Settlement Sum is subject to the adjustment in clause 1.3 of the Settlement Agreement if any of the five developers specified in that clause opts out of the proceedings or the settlement. On Fideres' current modelling, these are the five largest developers by claim value.

34. In that event, the Settlement Sum is reduced only by the amount which the opting-out developer would otherwise have received under the Distribution Plan. Any adjustment would therefore preserve the entitlements of all remaining Class Members under the Distribution Plan: there would be no wider reduction of the Settlement Sum.

35. I consider that provision reasonable. If one of the five specified developers opted out without a corresponding adjustment, Google would pay a Settlement Sum which included the amount attributable to that developer while remaining exposed to the risk of a substantial further individual claim by it. The developers mentioned in Clause 1.3 account for *circa* [redacted] of total claim value. Settlement was achieved on the basis that they would remain within the Proceedings and settlement. Should they decide to opt-out of the Proceedings or settlement, a mechanism was needed to ensure that Google is not exposed to a risk of over- or multiple-compensation. The clause seeks reasonably to reflect these circumstances and concerns|. Finally, it is important to note that Clause 1.4 provides that neither Google (nor I) may take any steps to encourage or procure any of the 5 named developers to opt out.

III. CONSULTATION AND INDEPENDENT ADVICE

36. Rule 94(9)(e) requires the Tribunal to take account of *"any opinion by an independent expert and any legal representative of the applicants"*. In this section, I explain the advice and consultation which I took into account, first in deciding to agree the £260

million settlement in principle and subsequently in determining the proposed allocation between the Class and the Stakeholders.

37. In making these decisions, I had the benefit of advice from my legal team, comprising Geradin Partners and my counsel team, including my lead trial counsel, Robert O'Donoghue KC. I also obtained advice and views from my independent Consultative Panel and, specifically in relation to costs, funding and Stakeholder matters, Nicholas Bacon KC whose remuneration was not contingent upon the outcome of the proceedings or the allocation of the Settlement Sum.

38. My Consultative Panel members are:

38.1 Sue Prevezer KC, a senior barrister with over 35 years' experience in commercial litigation. From 2008 to 2020 she was co-managing partner of the London office of Quinn Emanuel Urquhart & Sullivan LLP. She sits as a Deputy High Court Judge in the Commercial Court and also acts as an arbitrator, in addition to being a CEDR accredited mediator. She sits on the board of a number of organisations, both profit and non-profit. She therefore brings significant experience of litigation, alternative dispute resolution (including settlement) and organisational leadership.

38.2 Professor Richard Whish KC (Hon), Emeritus Professor of Law at King's College London, a non-executive director of the Office of Fair Trading from 2003 to 2009 and of the Singaporean Energy Markets Authority from 2005 to 2011, and co-author of Whish and Bailey. He brings significant expertise in competition law specifically.

38.3 Mr Mark McLaren, who spent nine years working for The Consumers' Association (Which?), sits as a lay member of the fitness to practise panel of the General Optical Council, was formerly on the Consumer Panel of the Legal Services Board, and was a non-executive director of The Property Ombudsman. He is the sole director and sole member of Mark McLaren Class Representative Limited, the class representative in *Mark McLaren Class Representative Limited v MOL (Europe Africa) Ltd & Ors*, Case No. 1339/7/7/20. In his role as class representative in those collective proceedings, Mr McLaren has successfully negotiated and obtained the Tribunal's approval of four collective settlements. His experience of the matters which have concerned the Tribunal in each of those applications – for example, the structure of a settlement as between the class and the stakeholders, the allocation between sums available for class compensation and CFDs, and the evidence required as to take-up – was of particular value to me.

39. I consulted members of my Consultative Panel – whose remuneration is not contingent upon the outcome of the Proceedings or the proposed allocation – at a number of stages. Before agreeing the £260 million settlement in principle on 3 August 2026, I discussed the proposed settlement with Ms Prevezer KC and Professor Whish. I took those discussions, together with the advice from my legal team, into account before deciding to agree the proposed settlement sum. Before the terms of the Settlement Agreement were finalised, I also consulted the full Consultative Panel. The Panel was unanimous in its view that a settlement of £260 million represented an excellent outcome for the Class.

40. I subsequently discussed the proposed Class/Stakeholder allocation with the Consultative Panel in greater detail, including in discussions at which my solicitors were not present so that I could consider that question independently of advisers who themselves have a financial interest in the amount ultimately permitted for CFDs. Following those discussions, I instructed Geradin Partners that my final proposal should be a £160 million Class Pot and a £100 million Stakeholder Pot, with me subsequently intending to seek Tribunal approval to apply some or all of any residual Class Pot towards outstanding CFDs.

41. I also obtained separate advice from Nicholas Bacon KC, whose remuneration is not contingent upon the outcome of the Proceedings or the proposed allocation. I discussed these issues with Mr Bacon on 9 and 12 August 2026, in discussions at which neither Geradin Partners nor the Funder was present. Without waiving privilege, the issues on which I sought his advice included the costs, funding and Stakeholder aspects of the Proposed Settlement and the proposed allocation of the Settlement Sum. I confirm that I did not proceed on the allocation of Settlement Sum as between the Stakeholder Pot and the Class Pot until I had received that independent advice and I took that advice into account before deciding upon the allocation between the pots.

42. In addition, I have had the benefit of the advice of my legal team throughout. During August 2026, I obtained a comprehensive written opinion from Robert O'Donoghue KC, my lead trial counsel, concerning the Proposed Settlement to accompany this application. I took that advice into account.

43. I was conscious that my solicitors and counsel team had a certain financial interest in the outcome by reason of their conditional fee arrangements and that was one reason why I considered it important also to engage in the consultation process with the Consultative Panel described above before agreeing to the Proposed Settlement and the allocation of the Settlement Sum, and to obtain independent advice before determining the allocation of the Settlement Sum.

44. I also considered whether to commission a separate written legal opinion for the purpose of this application. Taking into account the material cost of such an opinion, which would ultimately fall on the Class, I considered that it was not necessary: an outside legal advisor brought in at this stage would face real difficulty in conducting a meaningful assessment of these proceedings, given their complexity and the short time available, not least since the advice concerned would have to be obtained during August, a holiday period for most counsel. Additionally, as set out above, I am already supported by Nicholas Bacon KC and my Consultative Panel, none of whom have a financial interest contingent on any particular settlement proposal and all of whom have been involved in the Proceedings from an early stage.

IV. DISTRIBUTION

45. Rule 94(4)(d) requires the application to specify how any sums received under the collective settlement are to be paid and distributed. Mr Gallagher, Angeion and Fideres describe in detail the proposed claims and distribution process, the methodology for determining individual entitlements and the evidence concerning likely take-up.[1] I do not repeat that evidence here. I explain instead why I consider the proposed approach to be fair and workable from the perspective of the Class.

[1] Gallagher 2, at [9]-[11] and [51]-[90]; Fideres Memorandum; Angeion Distribution Plan.

(1) The proposed methodology

46. I consider the proposed methodology to be fair and proportionate. It is principally data-driven, using transaction data already disclosed by Google to identify developers, estimate their relative losses and calculate their corresponding entitlements, rather than requiring Class Members to establish their losses from scratch. By Tribunal order made on 4 August 2025, Google was required to "*serve on the Rodger Class Representative available transaction data relating to purchases by users through the Google Play Store, from UK app developers, of apps or in-app content in apps distributed through the Google Play Store from 22 August 2018 until 31 March 2025….*" (paragraph 4.5) These data are what I refer to as the "Rodger Transaction Data."

47. Google disclosed this information, thus identifying the UK developers by reference to the location of their "merchant account". My expert economists have relied on the Rodger Transaction Data for purposes of quantum. Indeed, as I understand it, these are the only transaction-level developer-specific data disclosed by Google in the Proceedings (save for some further specificity later provided by Google in relation to the top 25 largest developer claims).

48. Developers whose transactions cannot be matched with the Rodger Transaction Data, or who consider that the transactions attributed to them are incomplete or inaccurate, will be able to provide further information and query their proposed entitlement. For smaller developers, the simplified fixed payment mechanism avoids a disproportionate administrative process, whilst preserving their ability to request an individual calculation. The methodology therefore seeks to distribute the Class Pot broadly in proportion to estimated loss, whilst adopting simplified arrangements where the cost of individualised assessment would be disproportionate.

(2) Costs of distribution

49. As explained above, the costs of implementing the distribution process will be met from my existing litigation budget rather than from the Class Pot. Mr Gallagher addresses those costs at 63. I regarded that as an important feature of the proposed arrangements because the costs of administration will not dilute the amount made available for Class claims.

(3) Expected take-up

50. I expect take-up to be very high by value, although lower by number. The principal reason is the high concentration of claim value among a relatively small number of identifiable businesses: the largest 24 developers account for approximately [redacted] of estimated claim value, and my advisers have already engaged in some detail during the Proceedings (e.g., in relation to the disclosure applications issued by Google against certain developers) with [redacted] of estimated claim value. That pre-existing direct and detailed engagement gives me additional confidence that those developers can be contacted effectively about the settlement and claims process. I therefore expect a substantial proportion of the £160 million Class Pot actually to be distributed. Mr Gallagher and Angeion address the evidence supporting that expectation in detail at Gallagher 2 paragraphs 84-88 and in the Angeion Distribution Plan.

51. I have also taken account of Angeion's experience in administering settlements for comparable classes of app developers, including in *Cameron v Apple* and the *In Re Google Play Developer Antitrust Litigation* in the US. I regard that experience as relevant, although my expectation of very high take-up by value rests principally on features specific to this Class, namely: the concentration of claim value, existing engagement with major developers, the availability of transaction information, and the ability to undertake targeted direct outreach.

(4) Tribunal oversight

52. Finally, I consider it an important safeguard that the claims and review process will be completed and reconciled before any payments are made to Class Members or Stakeholders. I will then make a further application to the Tribunal with evidence of actual take-up and the amounts proposed to be paid to Class Members. The Tribunal will therefore be able to consider the proposed final distribution, and the treatment of any residual sums in the Class Pot, with the benefit of the actual results of the claims process. Following the Tribunal's determination, the approved Class and Stakeholder payments are intended to be made in a single coordinated payment round.

V. NOTICE OF THE APPROVAL APPLICATION

53. I am aware that Rule 94(4)(f) requires me to set out the form and manner by which I propose to give notice of the joint application for settlement to represented persons. A draft notice accompanies the Approval Application (the "Settlement Application Notice").

54. I will instruct my claims administrator to publish the appropriate Settlement Application materials on the claim website promptly once the Approval Application is made. An email update will also be sent to all persons registered for updates and to app developers for whom I already have email addresses. The Settlement Application Notice will be published on the claim website within a day of the Tribunal approving it, together with the date of the settlement hearing.

55. I understand that the purpose of the Settlement Application Notice is to make Class Members aware of the Proposed Settlement and of their right to apply under Rule 94(7) to make submissions, in writing or orally, at the hearing of the Approval Application. Class Members will have five business days from publication of the Notice to make any such application. I consider that period reasonable, particularly given:

    55.1 the imminent provisional hearing date;

    55.2 the similarly compressed timetable permitted by the Tribunal in *McLaren*, where submissions were due two days after the latest date for publication of the notice;

    55.3 my advisers' existing engagement with Class Members on settlement specifically. These Class Members represent approximately [redacted] of estimated claim value, many of whom are already familiar with the Proceedings; and

    55.4 my intention directly to email app developers on Angeion's existing mailing list with information on the settlement.

56. I also propose to undertake a similar noticing process to inform Represented Persons of their likely entitlement to share in the Proposed Settlement, if the Tribunal makes an order approving it, in the form attached to the Approval Application. In particular, once the Approval Application is granted, an update will be published on the claim website

and an email update will be sent to all developers for whom I have contact details. A formal notice will also be published on the claim website in a form approved by the Tribunal.

57. As to the opt-out window contemplated by Rule 94(10), the draft CSAO provides that a class member may opt out of the settlement within three months after publication of the CSAO Notice. The proceedings were not certified on an opt-in basis, and so no opt-in window is required. I consider three months fair and reasonable. The CSAO notice will explain the approved settlement, the proposed distribution methodology and how Class Members' likely recoveries will be calculated. The period gives Class Members, who are businesses, sufficient time to consider their position and obtain advice, without unduly delaying the claims process and payment. An opt-out request may be submitted using the prescribed form online, by email or by post.

VI. ARRANGEMENTS FOR HOLDING THE SETTLEMENT MONIES

58. Following approval of the Proposed Settlement, the Settlement Sum will be paid into a dedicated interest-bearing account established for the purposes of the settlement. The monies will remain in that account pending the claims process and the further Tribunal determination described above.

59. I propose that any interest earned on the Settlement Sum between its payment by Google and the Tribunal's subsequent approval of the final distributions to Class Members and Stakeholders will be allocated between the Class and the Stakeholders in proportion to the final Class/Stakeholder payments approved by the Tribunal.

SUFFICIENCY OF INFORMATION AND FULL AND FRANK DISCLOSURE

60. I note the guidance at paragraph 6.127 of the Guide: "The Tribunal will wish to be satisfied that the class (or settlement) representative and its lawyers had sufficient information in order to assess the reasonableness of the settlement to the class members. Accordingly, it may be relevant to ascertain whether and to what extent the class (or settlement) representative has received disclosure from the settling defendant(s), either voluntarily as part of the negotiations or in the course of the collective proceedings."

61. I am satisfied that I have had sufficient information to reach the conclusion that the Proposed Settlement is just and reasonable. In particular, the Proposed Settlement has

been reached at a very advanced stage of the proceedings, after substantial disclosure, several rounds of factual and expert evidence (including an order from the Tribunal that all experts produce much shorter final trial reports), with the benefit also of the pleadings, disclosure and evidence in the Coll and Epic proceedings covering many of the same issues, and shortly before trial. Mr Gallagher describes that procedural and evidential position in detail at paragraphs 12-25 of Gallagher 2. I therefore had the benefit of a substantially developed evidential record and of the parties' developed positions on the issues for trial. I also had the benefit of the legal advice referred to above, including the privileged and confidential opinion of Mr O'Donoghue KC supporting the application, which is very detailed (almost 50 pages). Finally, as noted, I have had further detailed engagement with my Consultative Panel (including on settlement in principle and settlement level) and Mr Bacon KC, to provide a further layer of comfort. I was accordingly satisfied that I had sufficient information to make an informed assessment of the Proposed Settlement.

62. My solicitors have also informed me of the Tribunal's observation in paragraph 65 of Mark McLaren Class Representative Limited v MOL (Europe) Africa Ltd and others [2025] CAT 4: "*An overarching observation of the Tribunal on its third occasion scrutinising CSAOs is the need for the settling parties to provide full and frank disclosure to the Settlement Tribunal. This obligation tracks through to the supporting documentation put before the Tribunal by the parties and their experts, which must be rigorous in its assessment of both the points in favour and against the approval of a settlement*."

63. In the light of this indication and my duty of full and frank disclosure, I draw the following matters to the Tribunal's attention as points which tell against, or may be said to tell against, approval of the Proposed Settlement:

63.1 The £260 million Settlement Sum is below Professor Fletcher's preferred estimates of aggregate damages. Continued litigation therefore offers a possibility of a greater recovery if the Class succeeds on all disputed issues. I have taken that point seriously. I remain confident in the Class's liability case and consider that the Class would be likely to succeed on liability at trial; my decision to settle is not based on a view that the claim was likely to fail in this regard. However, I note that there are risks as outlined in counsel's opinion when it comes to issues of quantum, and that a number of the inputs into quantum are both binary in nature and could give rise to an enormous reduction at trial should certain points advanced by me not ultimately be accepted. Prof Fletcher's estimates are not equivalent to a guaranteed recovery: they are the high water mark of the case and actually obtaining them would depend upon the Class succeeding on all contested issues of liability and quantum. Without waiving privilege, these liability and quantum-related risks are considered in detail in Mr O'Donoghue KC's opinion, and he has calibrated the materiality in quantum terms should I not succeed in relation to certain issues or other quantum-related risks eventuate. I have independently considered all of these issues in detail and carefully, and concluded that the £260 million Settlement Sum was just and reasonable. In short, however, whilst there are realistic scenarios in which quantum following trial could exceed the £260 million Settlement Sum, there are multiple other possible scenarios in which the class could end up with less, or even very substantially less, than the £260 million Settlement Sum. Balancing these risks leads me firmly to believe that the £260 million Settlement Sum is just and reasonable.

63.2 £100 million is allocated to the Stakeholder Pot and Stakeholders may seek further payment from any residual Class Pot, subject to further Tribunal approval. I recognise that this requires particular scrutiny. I explain why I considered the proposed allocation appropriate at paragraphs 17-19, and the relative Class and Stakeholder outcomes under different take-up scenarios at paragraphs 20-21.

63.3 I expect take-up to be high by value (because the claim value is concentrated among a relatively small number of large developers) but take-up by number may be materially lower. Inevitably, there remains some uncertainty as to take-up by number. I address the evidence on likely take-up at paragraphs 20-21 and 50-51 above.

63.4 Settlement was reached shortly before trial, compressing the time for Class Members to consider it. Notice will be published only shortly before the CSAO hearing is provisionally listed for 8 September 2026, with trial due to begin on 28 September 2026. That timetable gives Class Members a relatively short period in which to consider the Proposed Settlement and, if so advised, seek to make submissions. That is a factor which I have taken into account. On balance, I consider that this provides sufficient time for Class Members to consider the Proposed Settlement and make submissions given the context of the impending trial and the benefit to the Class of avoiding the costs and delay associated with trial for the reasons explained at paragraph 55 above. I also repeat here the point that I and my representatives have already had detailed interactions with the largest developers by claim value both prior to and following settlement in principle, so I have concrete reasons to consider that, at least in claim value terms, the bulk of the class has familiarity with the issues concerned.

63.5 Payments to the Class will not be made immediately following the CSAO hearing. The proposed process involves a Claim Period of approximately four months, followed by review and reconciliation and a further application to the Tribunal before final payments are made. That introduces some delay. I consider, however, that the delay is justified by the need to give Class Members a proper opportunity to claim, resolve queries and allow the final distribution to be reconciled before payment. The further Tribunal hearing is also an important protection for the Class because the Tribunal will know the actual level of take-up before determining the final distribution and any application concerning residual sums. I nevertheless expect payment under that process to occur materially sooner, and with materially greater certainty, than if the proceedings continued through trial, any further hearing and any appeal. As indicated above, judgment following trial is unlikely to be handed down before summer 2027 (in the analogous *Kent* proceedings before the Tribunal judgment was handed down about 8 months after trial concluded), and further appeals are possible if not likely (*Kent* has been appealed, for example).

63.6 I also recognise that, because of clause 1.3 of the Settlement Agreement, the amount ultimately paid by Google could be less than £260 million if one or more of five specified developers opts out. I nevertheless considered that provision acceptable because any reduction is limited to the amount which the developer that opts out would otherwise have received. It does not reduce the amount payable to any remaining Class Member under the proposed Distribution Plan. If a developer chooses to opt out of the Proceedings or settlement, that is ultimately a matter for the developer concerned, and I do not think it would be right for me to stand in their way. But the settlement was achieved on the basis that the larger developers would remain in the Proceedings and settlement, and clause 1.3 was a reasonable mechanism to deal with the materiality of their choosing no longer to do so.

63.7 The proposed distribution methodology necessarily involves some approximation. As Mr Gallagher explains, the Rodger Transaction Data may not identify every Class Member or fully capture every Class Members' transactions but it is, at least, a reasonable proxy (and, as noted, is the only data Google disclosed in this connection); excluding pass-on, interest and additional off-app-store damages may affect developers differently; and the £200 fixed payment for smaller developers will result in some such developers receiving more than their individually modelled entitlement (Gallagher 2, 67-83). I have taken those matters into account. I nevertheless consider the methodology fair and proportionate because: the claims and reconciliation process permits additional or corrected data to be incorporated; the overall effect of the fixed, simplified payments is expected to improve take-up rates for smaller developers; and the final distribution remains subject to the Tribunal's approval.

64. I have considered each of these matters and, for the reasons set out in this statement, I remain of the view that the Proposed Settlement is just and reasonable and in the best interests of the Class.

VII. CONCLUSION

65. For the reasons set out above, and in the various documents filed in support of the Approval Application, I believe that the terms of the Proposed Settlement are just and reasonable and that the Approval Application satisfies the requirements of Rule 94 of the Tribunal Rules. I respectfully invite the Tribunal to make the collective settlement approval order sought.

Statement of truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: [redacted]

Dated: 25 August 2026