



REGISTERED AT THE COMPETITION APPEAL  
TRIBUNAL  
UNDER NUMBER: 21544  
DATE: 18/09/26

**IN THE COMPETITION**  
**APPEAL TRIBUNAL**

Case No. 1673/7/7/24

**B E T W E E N:**

**Professor Barry Rodger**

**the “Class Representative”**

**- and -**

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

**Defendants**  
**(the “Collective Proceedings”)**

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**COLLECTIVE SETTLEMENT APPROVAL ORDER**

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

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

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

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

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

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

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

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

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

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

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

## **IT IS ORDERED THAT:**

### **Approval of the Collective Settlement**

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

### **Damages / Damages Sum**

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

### **Discontinuance of the Collective Proceedings and release of Claims**

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

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

### **Notification**

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

### **Opting out**

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

### **Distribution**

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

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

### **Costs**

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

## **General**

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



**James Wolffe KC**  
Chair of the Competition Appeal Tribunal

Made: 18 September 2026  
Drawn 18 September 2026