

**B E T W E E N**

**(1) CONSUMERS' ASSOCIATION (WHICH?)**

Joint Applicant and Class Representative

**– and –**

**(2) QUALCOMM INCORPORATED**

Joint Applicant and Defendant

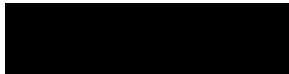
---

**JOINT APPLICATION FOR A COLLECTIVE SETTLEMENT APPROVAL ORDER**

---

**For the Class Representative:**

Signature:



Name: Nicola Boyle

Position: Partner, Hausfeld & Co. LLP

Dated: 13 February 2026

**For the Defendant:**

Signature:



Name: Caroline Thomas

Position: Partner, Norton Rose Fulbright LLP

Dated: 13 February 2026

## A. INTRODUCTION AND SUMMARY

1. This is a joint application for a collective settlement approval order ("**CSAO**"), pursuant to rule 94 of the Competition Appeal Tribunal Rules 2015 (the "**Tribunal Rules**") (the "**CSAO Application**"), made by Consumers' Association (the "**Class Representative**", "**CR**" or "**Which?**") and Qualcomm Incorporated (the "**Defendant**" or "**Qualcomm**") regarding the proposed settlement between them.
2. For the reasons set out more fully below and in the supporting evidence, the CR and Qualcomm believe that the terms of their proposed settlement are just and reasonable, and they respectfully invite the Tribunal to make a CSAO in the terms set out in the enclosed draft CSAO.
3. The parties note at the outset that the proposed settlement is on a 'drop hands' basis, with each side bearing its own costs, and that it does not involve the payment of any settlement sum or other form of monetary relief.
4. The CSAO Application is duly signed by the firms of solicitors acting, respectively, for the CR and for Qualcomm.
5. This CSAO Application is supported by the following documents. Where reference is made to documents exhibited directly to this CSAO Application, those exhibits are identified below as **[App/Tab]**.
  - a. a non-confidential, executed copy of the proposed settlement agreement between the CR and Qualcomm dated 13 February 2026 (the "**Settlement Agreement**") **[App/9]**;
  - b. the second witness statement of Charmian Averty ("**Averty 2**") on behalf of the CR, together with exhibit CA2;
  - c. the fourteenth witness statement of Nicola Boyle ("**Boyle 14**"), partner at Hausfeld & Co. LLP with conduct of these proceedings for the CR, together with exhibit NAB14 **[App/7-8]**;
  - d. the privileged and confidential opinion of Rob Williams KC, one of the leading counsel for the CR ("**Williams Opinion**"), which will be provided separately to the Tribunal constituted to hear the CSAO Application (and not to the Defendant, its representatives or any other person) by way of limited waiver of privilege only for the purposes of this CSAO Application, in accordance with paragraph 6 below;
  - e. the ninth witness statement of Caroline Ann Thomas ("**Thomas 9**"), partner at Norton Rose Fulbright LLP with conduct of these proceedings for Qualcomm, together with exhibit CAT9;
  - f. the privileged and confidential opinion of Daniel Jowell KC, one of the leading counsel for Qualcomm ("**Jowell Opinion**"), which will be provided separately to the Tribunal constituted

to hear the CSAO Application (and not the CR, its representatives or any other person) by way of limited waiver of privilege only for the purposes of this CSAO Application, in accordance with paragraph 6 below;

- g. the draft CSAO;
  - h. a draft notice to publicise to the Represented Persons (as defined below) the filing of this CSAO Application and any subsequent hearing (to the extent required by the Tribunal); and
  - i. a draft notice to publicise the making of the CSAO, if granted by the Tribunal pursuant to this CSAO Application.
6. Nothing in this CSAO Application constitutes any waiver of privilege in the opinions or witness statements referred to herein or otherwise. In particular, as noted above, the Williams Opinion and the Jowell Opinion (together the “**Opinions**”) are being provided to the Tribunal constituted to hear the CSAO Application, by way of limited waiver of privilege only for the purposes of the CSAO Application. In all other respects, the Williams Opinion and the Jowell Opinion are privileged and confidential, including from Qualcomm and the CR respectively, and are not to be provided to any other person in any other circumstances. Neither the CR nor Qualcomm is authorised to waive legal professional privilege more broadly in respect of the Williams Opinion and the Jowell Opinion respectively, including in relation to any collateral documents, advice mentioned or matters referred therein, and no such waiver of rights is intended to or to be implied. The filing of the Opinions, their provision to the Tribunal constituted to hear the CSAO Application or the reference to either of the Opinions at any hearing and in any related documents will not cause privilege and confidentiality in the opinions or their contents to be lost or cause them to become available to any other person under the open justice principle.
7. The remainder of this application is structured as follows:
- a. Section B sets out salient elements of the factual background; and
  - b. Section C addresses the terms of the proposed collective settlement by reference to rule 94 of the Tribunal Rules and related provisions of the Tribunal’s ‘Guide to Proceedings’ 2015 (the “**Tribunal Guide**”).

## **B. FACTUAL BACKGROUND**

8. These collective proceedings before the Tribunal under Case Number 1382/7/7/21 concern standalone claims against Qualcomm under section 47B of the Competition Act 1998 for damages arising from alleged infringements of competition law relating to Qualcomm’s sale of smartphone chipsets, and the licensing of intellectual property related to its technology (the “**Proceedings**”).

9. The Tribunal made a collective proceedings order ("**CPO**") on 4 July 2022 authorising the CR to continue the Proceedings on an opt-out basis. The class definition ("**Class**") is set out in the CPO at paragraph 4 [**App/1**]. Any opt-out / opt-in arrangements were addressed at paragraphs 6-8. Accordingly, for the purposes of this CSAO Application, "**Represented Persons**" means members of the Class who, in accordance with rule 82 of the Tribunal Rules, (i) have not opted out of the Proceedings, or (ii) if not domiciled in the United Kingdom at the domicile date in the Proceedings (i.e. 17 May 2022), have opted into the Proceedings. By the CPO's opt-out deadline of 11 November 2022, six Class members had opted out of the Class.
10. The Proceedings are brought on behalf of all those consumers who have made UK purchases of LTE-enabled Apple and Samsung mobile phones (the "**Affected Products**") between 1 October 2015 and 9 January 2024 (the "**Relevant Period**"). The total Class is around 29 million consumers. The CR estimated in the Claim Form at the date of the CPO that the loss suffered by those consumers is around £482.5 million including simple interest.
11. The parties' cases are set out below and they contain references to a number of capitalised terms and acronyms which are defined below and/or in the parties' statements of case.
12. The CR's pleaded case is set out in the Re-Re-Re-Amended Claim Form at [**App/2**] and its written Closing Submissions at [**App/5**]. The essence of the claim is the allegation that Qualcomm's chipset supply practice ("**CSP**" - which the CR refers to as "no-license-no-chips" or "NLNC policy"), as buttressed by Qualcomm's end device licensing practice ("**EDL**" - which the CR refers as "refusal to licence" or "RTL"), has enabled Qualcomm to leverage dominant positions in the supply of multimode 3G, 4G and 5G baseband chipsets to extract inflated LTE royalties in connection to the licensing of Qualcomm's standard essential patents ("**SEPs**") for use in the alleged Affected Products sold by Apple and Samsung in the UK in the Relevant Period. The Class Representative alleges that Qualcomm leveraged various device manufacturers' dependence upon Qualcomm for 3G CDMA, 4G CDMA/LTE, 4G UMTS/LTE and 5G chipsets in order to pressurise them into accepting royalty rates that were otherwise unacceptable, distorting the negotiation process and depriving them of the protections of the fair reasonable and non-discriminatory ("**FRAND**") regime. The Class Representative claims that this alleged abuse caused Apple and Samsung to pay higher LTE SEP royalties than they otherwise would have, and that those inflated royalties were passed on to the final consumers of Apple and Samsung mobile phones in the UK.
13. Qualcomm's pleaded defence is summarised in its Defence at [**App/4**] and its written Closing Submissions at [**App/6**]. Qualcomm invites the Tribunal to read paragraphs 1 – 11 of its written Closing Submissions which provides an overview of its position following the Trial. Qualcomm denies that it held a dominant position in any relevant market for the supply of baseband chipsets or for the licensing of SEPs vis-à-vis Apple and/or Samsung. As to the alleged abuse, Qualcomm's position is

that it never threatened, let alone actually refused to supply baseband processor chipsets or withheld support to Apple or Samsung, nor did Qualcomm ever make any such threats so as to extract higher royalties. Qualcomm claims that this is supported by the chronology and factual evidence with regard to negotiations with Apple or Samsung in the Relevant Period. Specifically:

- a. Until 2019, Apple purchased Qualcomm chipsets by relying on the licenses of its contract manufacturers (“**CMs**”), i.e., without first having negotiated a direct license agreement with Qualcomm. Samsung was licensed to sell licensed products since 1993, years before Qualcomm started selling baseband chipsets and Samsung started purchasing chipsets from Qualcomm;
  - b. Neither Apple nor Samsung were ever in a “no license” situation such as to fear disruption of their existing chipset supply from Qualcomm; and
  - c. Both Apple and Samsung were free to arbitrate or litigate the level of royalties due in relation to the alleged Affected Products, and negotiate a separate license for future (e.g., 5G) mobile phones in parallel.
14. In sum, Qualcomm’s position is that the relevant licensing negotiations with Apple (and each of Apple’s CMs) and Samsung did not involve any intimation that there was any risk of disruption to their chipset supply if Qualcomm’s licensing terms were not accepted or if recourse was had by either to challenge the royalty. In addition, Qualcomm asserts that neither Apple nor Samsung were ever dependent on the supply of baseband chipsets from Qualcomm, and both had guarantees of ongoing chipset supply. Qualcomm’s position is that given that Apple and Samsung were Qualcomm’s largest chipset customers in the Relevant Period, the CR’s suggestion that Qualcomm would threaten, still less actually cut off, chipset supply (and royalties under the CR’s theory) is not plausible.
15. Qualcomm’s position is that the CR’s claim of abuse of dominance is a new type of *sui generis* exploitative and/or exclusionary abuse, which departs from established case law and is flawed as a matter of law. The CR did not, however, pursue any of the familiar forms of exploitative or exclusionary abuse, including any allegation of excessive pricing or any allegation that the product supplied is an essential input or essential facility. Qualcomm also asserts that, in any event, its practices are objectively justified, and the royalties paid by Apple and Samsung in connection to the sale of the Affected Products are FRAND.
16. The Proceedings have since progressed through to a trial on liability only, which took place between 6 October and 4 November 2025. The key aspects of the dispute between the CR and Qualcomm at the trial were, broadly: (i) the definition of the relevant markets; (ii) whether Qualcomm held a dominant position in any relevant market and, if so, in what period; and (iii) whether Qualcomm’s conduct constituted an abuse of dominance and whether the alleged conduct was objectively

justified. The trial judgment is pending, but the trial Tribunal has been provided notice of the agreement in principle to settle and the imminent filing of this CSAO Application.

17. Further to the above and without-prejudice settlement discussions between the parties (as summarised in Averty 2 and Thomas 9), the CR has agreed to withdraw its case against Qualcomm on the basis of 'drop hands' terms offered by Qualcomm. These terms require the discontinuance of the Proceedings, with each party bearing its own costs. This agreement has been reached including because the CR, having reviewed all the evidence and the arguments advanced at trial, considers that the trial judgment will likely find that (a) Qualcomm did not coerce Apple, Apple's CMs, or Samsung to sign any patent licences or chipset agreements; (b) Qualcomm did not leverage its position as a chipset supplier to coerce Apple, Apple's CMs, or Samsung to agree to any licensing terms; and (c) Qualcomm's chipset supply and licensing practices did not infringe competition laws, did not result in inflated royalties, and did not lead to an increase in prices consumers paid for their mobile phones. The terms further require the CR to make a public statement to that effect (see paragraph 24 below).
18. In light of the CR's obligations under its funding and insurance arrangements, and having taken advice from its legal advisors (privilege not being waived in that advice, other than to the extent stated above), it has therefore concluded that it was appropriate to accept the 'drop hands' offer.

### **C. THE PROPOSED COLLECTIVE SETTLEMENT**

19. The CR and Qualcomm address below each of the matters specified under rule 94(4) of the Tribunal Rules as required for inclusion in the CSAO Application.

#### **(1) Details of claims to be settled: rule 94(4)(a)**

20. As set out in Section B above, the claims to be settled by the proposed collective settlement are the CR's claims against Qualcomm in the Proceedings. The Proceedings will continue only to the extent necessary to obtain a CSAO incorporating the Primary Terms (as defined in the Settlement Agreement and discussed further below), following which they will be discontinued in accordance with the Settlement Agreement, subject to any order of the Tribunal.
21. At the time the CPO application was filed in February 2021, the CR's economic expert, Mr Robin Noble of Oxera Consulting LLP, estimated the aggregate quantum of the claims advanced against Qualcomm with respect to the Class at approximately £482.5 million for the period from October 2015 to December 2020. Qualcomm denies that any consumers, including the Represented Persons or any other Class members, have suffered any loss or damage as a result of the conduct alleged by the CR in the Proceedings, and the CR, having considered all of the evidence and the arguments at trial, has concluded that the Tribunal will find that Qualcomm's chipset and licensing practices (i)

did not infringe EU and/or UK competition law, (ii) did not result in inflated royalties, and (iii) did not lead to an increase in prices consumers paid for their mobile phones.

22. As explained further below, the parties seek the Tribunal's approval to resolve the CR's claims against Qualcomm in these Proceedings on a 'drop hands' basis, without any admission of liability or payment of a settlement sum or other monetary relief.

**(2) Terms of the proposed collective settlement: rule 94(4)(b)**

23. The Settlement Agreement is exhibited at **[App9]**. The Primary Terms (meaning Clause 6.3 of the Settlement Agreement) and the release and waiver (Clause 4.1 of the Settlement Agreement) provide for:

- a. the proposed withdrawal of the Proceedings without any payment by Qualcomm;
- b. a CSAO that has the effect of:
  - (i) discontinuing the Proceedings; and
  - (ii) to the maximum extent permitted by law:
    - (A) fully releasing and forever discharging Qualcomm and the Qualcomm Related Parties from all or any Claims (as defined in the Settlement Agreement) that the Class Representative for itself and on behalf of any Represented Persons or any other member of the Class may or could have against Qualcomm and the Qualcomm Related Parties (as defined in the Settlement Agreement); and
    - (B) irrevocably waiving any Claims (as defined in the Settlement Agreement) that the Class Representative for itself and on behalf of any Represented Persons, or any other member of the Class may or could have against Qualcomm and the Qualcomm Related Parties (as defined in the Settlement Agreement).

24. Clause 5.3 provides that at 11am GMT on Tuesday 17 February 2026, unless otherwise agreed in writing, Which? shall issue on its claims website (<https://www.smartphoneclaim.co.uk>) (the "**Claims Website**") and leave remaining on that website for at least one month or until the date on which this CSAO Application is approved by the Tribunal, whichever is the latest, the following statement:

*"The parties have reached agreement pursuant to which the Class Representative will now apply to the Tribunal for permission to withdraw the Proceedings in their entirety. Qualcomm will not make any payment to the Class Representative or the Class as a result of this agreement (which remains subject to the Tribunal's approval). The approval of the Class Representative's application by the Competition Appeal Tribunal will conclude the claim against Qualcomm. This agreement has been reached*

*between the parties because the Class Representative has concluded, based on the evidence, and the arguments at trial, that the Tribunal will find that:*

*(a) Qualcomm did not coerce Apple, Apple's Chipset Manufacturers (CMs), or Samsung to sign any patent licenses or chipset agreements;*

*(b) Qualcomm did not leverage its position as a chipset supplier to coerce Apple, Apple's CMs, or Samsung to agree to any licensing terms; and*

*(c) Qualcomm's licensing and chipset practices did not infringe competition laws, did not result in inflated royalties, and did not lead to an increase in prices consumers paid for their mobile phones."*

25. Clause 9.1 provides that, subject to the Tribunal granting a CSAO which includes the Primary Terms each party will bear its own costs incurred in connection with the Proceedings, including the present CSAO Application.

26. Clause 9.2 further provides that without prejudice to the question of whether either party bears any liability for third party costs arising from the Proceedings or otherwise, the liability in respect of any third party costs if awarded against either party (or otherwise agreed by either party) in connection with the Proceedings shall be borne by the Class Representative.

**(3) The applicants' belief that the terms are just and reasonable: rule 94(4)(c) and rule 94(9)**

27. For the reasons set out in the supporting evidence, and taking account of all relevant circumstances (including the matters set out in rule 94(9)(a)-(g) of the Tribunal Rules, and discussed at Tribunal Guide §§6.125 to 6.128), the CR and Qualcomm believe that the terms of the proposed settlement are just and reasonable: see Averty 2 and Thomas 9. Each of Averty 2 and Thomas 9 contains material information bearing on the issue of reasonableness some of which is subject to litigation privilege, and which the other party is not entitled to see. Accordingly, this jointly prepared CSAO Application makes limited references to the contents of Averty 2 or Thomas 9 on this issue, as set out further below. The Tribunal is respectfully invited to read each of those documents in full.

28. The parties' beliefs are also supported by the Williams Opinion, in the case of the CR, and the Jowell Opinion, in the case of Qualcomm. Each of the Williams Opinion and the Jowell Opinion is of course privileged and confidential. Consequently, the CR has not seen, and is not entitled to see, the Jowell Opinion; and Qualcomm has not seen, and are not entitled to see, the Williams Opinion. Accordingly, no reference is made in this (jointly prepared) CSAO Application to the details of the Williams Opinion or the Jowell Opinion. The Tribunal is respectfully invited to read in advance of determining this application.

*(a) The amount and terms of the settlement*

29. The Tribunal Guide at §6.98 (third indent) states that the evidence filed in support of the settling parties' belief that the terms of the settlement are just and reasonable may include a report from an independent expert (such as an economist) or an opinion by counsel as to the merits of the settlement.
30. As to the merits of the settlement as a whole, and as noted above, the CR relies on the Williams Opinion, Qualcomm relies on the Jowell Opinion.
31. There is no settlement sum or other monetary relief to be distributed to the Class. The parties submit that a 'drop hands' settlement on the terms set out in the Settlement Agreement is just and reasonable in the circumstances of these Proceedings, having regard in particular to (i) the litigation risks at this advanced stage in the Proceedings, (ii) the CR's confidential and privileged discussions with its legal advisors, funder, and insurers in relation to the Proceedings, and (iii) the level of costs incurred by Qualcomm. Having regard to all the relevant considerations, the CR considers that the proposed settlement is in the interests of the Class.
- a. The Proceedings are at an advanced stage, with liability having been tried in a trial held in October-November 2025 and judgment reserved. The settlement reflects Which?'s expectation that Qualcomm will prevail in the trial judgment (see Averty 2, paragraph 36).
- b. In considering whether a 'drop hands' outcome is appropriate, the CR has also had to, importantly, have regard to the terms of the ATE insurance policies in place, and to its confidential and privileged discussions with its legal advisors, funder, and insurers in relation to the Proceedings (see Averty 2, paragraphs 11-18, 31-44, and 49-51).
- c. The CR has further taken into account the likely outcome as to costs incurred by Qualcomm, as evidenced by Qualcomm's security for costs application in December 2024 (see Boyle 14, paragraphs 11-15; Averty 2, paragraphs 11d. and 43).

*(b) The number or estimated number of persons likely to be entitled to a share of the settlement*

32. Not applicable, given that no settlement sum is to be distributed.

*(c) Likelihood of judgment being obtained for an amount significantly in excess of the settlement.*

33. The parties have considered the prospects of success and potential damages award in the Proceedings. The parties have had the benefit of seeing the documentary evidence produced by Qualcomm and third parties, the live witness evidence at trial, and of gauging the reactions of the Tribunal to the parties' respective submissions during the trial and, in light of that background, they

are well placed to assess the reasonableness of the proposed settlement. As the trial of liability issues has now taken place, there is no further evidence to be heard which could enhance the parties' ability to assess the reasonableness of the settlement.

34. As stated in Averty 2 at paragraph 36, and, for Qualcomm, Thomas 9 at paragraphs 22(a) and 28, it is more likely than not that the trial judgment would dismiss the claims (such that there would be no award of damages).
35. The CR's assessment of this matter is set out in Averty 2 and the Williams Opinion, which results in the public statement the CR has agreed to make. Qualcomm's assessment is set out in Thomas 9 and the Jowell Opinion.

*(d) Likely duration and costs if the proceedings continue*

36. There has already been a trial of liability in the Proceedings, with the trial judgment pending. Given that those costs have already been incurred, the significance of this factor is reduced. It is relevant to note, however, that, if the proposed settlement is not approved and the trial judgment is handed down, then the Proceedings are likely to continue for some time. In particular, the proposed settlement avoids the further cost and use of resources associated with the consequential matters as between the CR and Qualcomm following the delivery of the trial judgment.
37. There is also the potential for application(s) for permission to appeal, and the substantive appeal(s) if permission is granted, which would occasion further delay and significant further cost before the Proceedings are finally determined.
38. A settlement also avoids the costs of a subsequent trial on quantum in the unlikely event that the CR were to succeed on liability (see Boyle 14, paragraphs 16-20; Thomas 9, paragraphs 29 - 30).

*(e) Any opinion by an independent expert*

39. The CR relies on the enclosed Williams Opinion, which addresses why the proposed settlement is just and reasonable in the circumstances. Boyle 14, paragraphs 21-22 explain the reasons why the parties do not consider it necessary or desirable to obtain an opinion from an independent expert in the circumstances of this proposed settlement, not least the inherent challenges which an independent expert would face in trying to assess how the trial went based on a review of the written evidence and transcripts, as well as the significant costs that such an exercise would incur.

*(f) Views of represented persons (or other appropriate category)*

40. As set out in paragraphs 49-53 below, the parties invite the Tribunal to keep any notice to a minimum, given the absence of any settlement sum. The parties will of course address any representations that the Tribunal directs.

*(g) Disposition of any unclaimed balance*

41. Not applicable, given that there is no settlement sum to be distributed.

*(h) Other matters*

42. The parties submit that they and their legal advisors have had sufficient information to assess the reasonableness of the settlement to Represented Persons, as set out in the supporting evidence.
43. This is the first occasion on which a CSAO on a 'drop hands' basis has been sought within the Tribunal's collective proceedings regime (or at least on a public basis). The parties are of course ready to address any matters the Tribunal directs should be addressed. However, given the terms of the proposed settlement, a number of issues do not arise for consideration (such as distribution and the application of any unclaimed sums) and this CSAO Application proceeds accordingly.
44. Nonetheless, the parties understand from the Tribunal's approach in previous CSAO applications that an approval application should fairly identify any material points that might be advanced in opposition to the proposed settlement, akin to the obligation of full and frank disclosure on without-notice applications. On that basis, the parties set out below the principal argument that might be raised, and their response.
45. The main point that might be taken against the proposed settlement is that because there is no payment by Qualcomm, it provides for no distribution of damages to the Class and (it may be said) does not reflect any litigation risk on Qualcomm's side. The parties' response is that litigation risk is reflected in the agreed costs position whereby Qualcomm has agreed to bear its own costs without recourse to the CR and its insurers or funder. Further, the CR and its advisors have rigorously assessed the prospects of achieving a substantial recovery for the Class following the liability trial and, notwithstanding that assessment, have concluded that the proposed settlement terms are just and reasonable in all the circumstances (see Averty 2, paragraphs 36-44).
46. The CR also notes that its solicitors and various members of its counsel team act under conditional fee arrangements, pursuant to which deferred fees and any success fees will not be payable as a result of the proposed settlement, nor will the CR's funder receive any return.

**(4) How any sums received are to be paid and distributed: rule 94(4)(d)**

47. Not applicable. No settlement sum is to be paid for distribution to Represented Persons.

**(5) The draft CSAO: rule 94(4)(e) and rule 94(10)**

48. The draft CSAO is enclosed at **[App/11]**.

**(6) Notice to represented persons: rule 94(4)(f)(i), rule 94(11) and rule 94(13)**

49. In light of the fact that the proposed settlement does not provide for any settlement sum or other monetary relief to be distributed to the Class, the parties respectfully invite the Tribunal to exercise its discretion under rule 94(6)(b) of the Tribunal Rules and/or its case management powers under rule 19 of the Tribunal Rules in relation to the application notice referred to in rule 94(4)(f)(i) of the Tribunal Rules, by ordering that notification be given only by (i) publication on the Claims Website and (ii) email to all persons who have registered for updates on the Claims Website as at the date the order is made. A draft settlement application notice prepared on that basis is enclosed at **[App/12]**.

50. Further, the parties submit that, for the same reasons set out above, and pursuant to rule 94(13) of the Tribunal Rules and/or the Tribunal's case management powers under rule 19 of the Tribunal Rules, any notification following the making of a CSAO should also be given only by (i) publication on the Claims Website and (ii) email to all persons who have registered for updates on the Claims Website as at the date the order is made. A draft CSAO notice prepared on that basis is enclosed at **[App/13]**.

51. The parties submit that there are strong reasons, grounded in the particular facts of these Proceedings, as to why this approach is reasonable and proportionate (see *Averty 2*, paragraph 57).

52. The notices required under rule 94(f)(i) and rule 94(13) are intended to enable, respectively, Represented Persons to object to the proposed settlement terms and to opt out of any approved settlement. The parties note the substantial costs and duration of the Proceedings, as well as the complexity of the issues considered in the Proceedings, and submit that consumers are not realistically likely to object to the proposed settlement or consider bringing an individual claim against Qualcomm in relation to the same alleged conduct. On that basis, the costs of any requirement for wider notification, aimed at enabling the widest number of Class members to object and/or opt out, might properly be regarded as disproportionate and unnecessary in the circumstances.

53. In these circumstances, the parties respectfully submit that it is both reasonable and proportionate to limit notification to publication on the Claims Website (which is to remain accessible in the same manner as it has been on the CR's website for at least one (1) month following the expiry of any opt-

out period directed by the Tribunal pursuant to a CSAO), and by email to persons who have registered for updates on the Claims Website.

**(7) Determination without a hearing**

54. Further, and pursuant to rule 94(6)(d) of the Tribunal Rules (and/or the Tribunal's case management powers under rule 19 of the Tribunal Rules), the parties respectfully submit that the CSAO Application is suitable for determination on the papers. This would be a proportionate course given that the issues which arise are simpler than those addressed in previous CSAO applications, in particular given that: (i) there is no settlement sum or other monetary relief to distribute; and (ii) the Primary Terms (as defined in the Settlement Agreement) are straightforward.
55. The parties will of course address any matters the Tribunal directs should be addressed by way of written or oral submissions.