

**Elwira Kelly
Claimant
First Statement
4 September 2025
Exhibit "EK1"**

IN THE HIGH COURT OF JUSTICE

CLAIM No.

CHANCERY DIVISION

BETWEEN

(1) MOOG WOLVERHAMPTON LIMITED

(2) MOOG FERNAU LIMITED

(3) MOOG READING LIMITED

(4) MOOG CONTROLS LIMITED

Claimants

- and -

**(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST
ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND
PREMISES SHOWN EDGED RED ON PLAN 1 BEING MOOG
AIRCRAFT GROUP WOLVERHAMPTON, VALIANT WAY,
PENDEFORD, WOLVERHAMPTON WV9 5GB, OR WHO OBSTRUCT
AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR
INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND
AND PREMISES**

**(2) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST
ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND
PREMISES SHOWN EDGED YELLOW ON PLAN 2 BEING MOOG
CONTROLS LTD LUTON, UNITS C AND J AIRPORT EXECUTIVE
PARK, PRESIDENT WAY, LUTON LU2 9NY, OR WHO OBSTRUCT
AND/OR INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR
INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND
AND PREMISES**

**(3) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST
ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND
PREMISES SHOWN EDGED YELLOW ON PLAN 3 BEING MOOG
READING LIMITED, 30 SUTTONS BUSINESS PARK, READING,
BERKSHIRE RG6 1AW, OR WHO OBSTRUCT AND/OR INTERFERE**

**WITH OR ATTEMPT TO OBSTRUCT AND/OR INTERFERE WITH
ACCESS TO OR EGRESS FROM THAT LAND AND PREMISES**

**(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST
ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND
PREMISES SHOWN EDGED RED ON PLAN 4 BEING MOOG
AIRCRAFT GROUP TEWKSBURY, ASHCHURCH, TEWKESBURY,
GLOUCESTERSHIRE GL20 8NA, OR WHO OBSTRUCT AND/OR
INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR
INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND
AND PREMISES**

**(5) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST
ENTER OCCUPY OR REMAIN ON, OR DAMAGE, THE LAND AND
PREMISES SHOWN EDGED RED ON PLAN 5 BEING MOOG
INDUSTRIAL GROUP, ASHCHURCH PARKWAY, TEWKESBURY,
GLOUCESTERSHIRE GL20 8TU, OR WHO OBSTRUCT AND/OR
INTERFERE WITH OR ATTEMPT TO OBSTRUCT AND/OR
INTERFERE WITH ACCESS TO OR EGRESS FROM THAT LAND
AND PREMISES**

Defendants

WITNESS STATEMENT OF ELWIRA KELLY

INTRODUCTION

1. I am Elwira Kelly of 400 Jamison Road, Elma, New York 14059 USA . I am, and have been since 2024, Senior Vice President, General Counsel, and Corporate Secretary at Moog, Inc (“**Moog**”). My role involves overseeing all legal matters within the Moog organisation and providing legal and strategic advice to the Moog board. That includes managing legal disputes and co-ordinating litigation, including the present matter, which I have been responsible for handling within Moog at a corporate level.
2. I make this witness statement in connection with the Claimants’ application for an order for an injunction to restrain protestors from entering, occupying, or remaining on any part of the Moog group’s UK sites, which are listed below (the “**Sites**”), and attempting to interfere with the services on the Sites. Plans of the Sites over which Moog seeks this injunction are at pp. 2 – 6.
3. I am authorised by the Claimants to make and give this statement on their behalf.

4. The facts in this witness statement are true to the best of my knowledge, information and belief. Where such matters are not within my own personal knowledge, I have stated the source of such matters information and belief.
5. For the purposes of preparing this witness statement, I have been provided with information from employees of Moog and its subsidiaries in the UK who have first-hand knowledge of Sites, including ownership, current operations, security set up, health and safety and the recent events of unauthorised personnel unlawfully accessing one of the Sites for the purpose of protest. In the interests of their personal security, given the nature of the Defendants in these proceedings, and the potential risk to these individuals' safety should they be identified, I have deliberately not included identifying factors (including names or job titles, as most, if not all, of these jobs titles are held by one person at each of the Sites and so the individuals holding that role could be easily identified with an online search) for these employees in this statement.
6. On the advice of Staffordshire Police (the "**Police**"), I have also not named the solicitors with conduct of this matter on behalf of Moog. I understand that firms and individuals involved in similar claims for other companies have been the target of physical and personal attacks as a result of their work on the relevant claims.
7. I have also, given the nature of the security threat against Moog, deliberately provided sufficient information to describe the physical layout of the Sites and explain the nature of Moog's operations at the Sites but not, as the Court will appreciate, reveal certain details that might be used by the Defendants to facilitate or encourage further unlawful protest action targeted at the Sites or more generally against Moog and its interests. I can, however, provide further information as the Court may require should that be necessary in order to grant the relief that Moog seeks.
8. There is exhibited to this witness statement a bundle of true copy documents marked "EK1." References to page numbers in this witness statement are to page numbers found in the bottom right hand corner of exhibit EK1.

THE CLAIMANTS

9. The Claimants are subsidiaries of Moog. They are as follows:
 - (a) Moog Wolverhampton Limited (company number 07008386) whose registered address is at Valiant Way, Wolverhampton, West Midlands, WV9 5GB ("**Moog Wolverhampton**");
 - (b) Moog Controls Limited (company number 01171948) whose registered address is at Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA ("**Moog Controls**");

- (c) Moog Reading Limited (company number 00586505) whose registered address is at 30 Suttons Park Avenue, Suttons Business Park, Reading, Berkshire, RG6 1AW (**"Moog Reading"**); and
 - (d) Moog Fernau Limited (company number 00989895) whose registered address is at Moog Controls Ltd, Ashchurch, Tewkesbury, GL20 8NA (**"Moog Fernau"**).
10. The Claimants are part of the Moog corporate structure, sharing Moog as their ultimate parent company. Moog is a US-based designer and manufacturer of electric, hydraulic and electric, and hydraulic and electro-hydrostatic controls and systems for applications in aerospace, defence, industrial and medical devices. The company is headquartered in New York State but operates globally through various subsidiary companies with sales, engineering, and manufacturing facilities in 26 different countries, including the Sites in the UK.
11. Moog's products are utilised within a range of industries and sectors which include: commercial aircraft, construction, defence, energy, entertainment, industrial machinery, marine, medical OEM, military aircraft, motorsport, oil & gas and space. Amongst its various end users, Moog produces defence products for ultimate use by the UK Ministry of Defence (**"MoD"**).
12. The Claimants seek a without notice injunction to restrain acts of nuisance and trespass at the Sites following violent protest activity at the Wolverhampton Site on 26 August 2025 (the **"Incident"**). I describe the Incident, and the damage and disruption caused by the Incident, in further detail below.
13. For ease, I collectively refer to Moog and its group companies, including the Claimants, in this statement simply as "Moog".

THE SITES

14. The Sites in relation to which the Claimants seek injunctive relief are:
- (a) Valiant Way, Wolverhampton WV9 5GB, registered at HM Land Registry with title numbers SF498970, SF606388, SF470338, and SF694209 (the **"Wolverhampton Site"**);
 - (b) Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA, registered at HM Land Registry with title number GR476429 (the **"Tewkesbury (Commercial Aircraft) Site"**);

- (c) Unit 5 Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU registered at HM Land Registry with title number GR395822 (the "**Tewkesbury (Industrial) Site**");
- (d) Units 29 and 30 Suttons Business Park, Reading, Berkshire RG6 1AQ, registered at HM Land Registry with title numbers BK501720 and BK501808 (the "**Reading Site**"); and
- (e) Units C and J Airport Executive Park, President Way, Luton LU2 9NY, registered at HM Land Registry with title numbers BD154446 and BD154447 (the "**Luton Site**").

15. Below are further details regarding each of the Sites, the Claimants' ownership of the Sites, and the extent of the Claimants' demise.

The Wolverhampton Site

16. Moog Wolverhampton holds the freehold titles to the Wolverhampton Site and the land surrounding the Wolverhampton Site. Copies of the Land Registry titles and title plans of the land owned by Moog are at pp. 7 – 25. The plan showing the redline boundary of the Wolverhampton Site, over which Moog seeks this injunction, is at p. 2. I have been provided with further information about the Wolverhampton Site by persons with the appropriate roles who are employed by Moog at the Wolverhampton Site.
17. The Wolverhampton Site comprises a large industrial building with a Gross External Area of 220,000 sq ft and a Net Internal Area of 170,000 sq ft useable space.
18. The Wolverhampton Site is used for the manufacture of primary and secondary flight control actuators for military and commercial end use. Services provided from the Wolverhampton Site also include aftermarket service support including repair, overhaul and sales of parts of products manufactured. There is a total of 516 employees (including contractors) at the Wolverhampton Site, with various shift patterns, although people are present on site to varying degrees 24-hours per day.
19. The Wolverhampton Site is a fenced property with 'Euroguard Regular' mesh fencing around the perimeter.
20. The boundaries to the Wolverhampton Site are (in general terms) formed by Valiant Way to the North, Innovation Drive to the West, the Staffordshire and Worcestershire Canal to the East and Wobaston Road to the South. There are three separate entrances to the Wolverhampton Site, all of which are gated: the main entrance, a separate employee-only vehicle entrance (the "**Employee Entrance**") and a logistics entrance (the "**Logistics**").

Entrance”). There are also gated partitions between the main car park, accessible from the main entrance, and the side car park accessed from the Employee Entrance.

21. A “Paxton” swipe card control access is in place for all external doors leading into the building.
22. The airspace of the Wolverhampton Site, extending to 5 metres above the roof, is leased by Moog Wolverhampton to Centrica Business Solutions (Generation) Limited (“**Centrica**”) for the installation of solar panels pursuant to a lease dated 1 May 2024 and made between (1) Moog Wolverhampton Limited and (2) Centrica Business Solutions (Generation) Limited for a term of 27 years (the “**Centrica Lease**”) (pp. 26 – 28). Centrica has a right under the Centrica Lease to enter the Wolverhampton Site, with or without vehicles, plant, machinery and equipment, but specifically for the purposes of exercising its rights under the Centrica Lease, including the right to install and maintain the solar panels (the “**Solar Panels**”), lay cables and so on. Photographs of the Solar Panels (prior to the events described below) are at pp. 29 – 32.
23. Health and safety on the Wolverhampton Site, as at all Sites, is paramount. Due to the nature of the heavy machinery manufactured at the Wolverhampton Site, Moog operates a policy whereby safety glasses and safety shoes must be worn in all shop floor areas. Examples of the types of machinery present on the Wolverhampton Site include fork lift trucks, delivery vehicles, grinding and milling machines, overhead cranes, which commonly move between one and five tonnes of materials and equipment, and large furnaces.
24. There are also various chemicals kept on the Wolverhampton Site, some of which could be extremely hazardous to health or the environment should they be accidentally or purposefully tampered with. Contact with these could cause serious burns and other injuries.
25. As in the case of all Sites, only trained and authorised personnel are allowed to access the roof of the Wolverhampton Site. Authorised individuals undergo an induction programme, which involves understanding a risk assessment, training for working at height, and following a safe system of work, before a permit for roof access is issued. Moog operates a “ManSafe” system for working at height across its Sites, which requires all personnel accessing the roof to wear personal protective equipment (“**PPE**”). The PPE must include harnesses and a radio. The risk of not wearing appropriate PPE is that there is a greater risk of falling from the edge of the roof, which could be fatal.
26. The roof has an aviator safety line system installed. Authorised personnel are required to use this system and harnesses when accessing the roof, and must avoid stepping on the solar panels. For reasons of safety and load capacity, it is Moog's policy that drones are

used for general inspection purposes. Access to the roof is limited to no more than five people at any one time.

27. Due to the safety hazards at the Wolverhampton Site, Moog requires PPE to be worn in all manufacturing areas, including safety shoes, safety glasses, high-visibility jackets and overalls. Additional PPE is required for specific areas on the Wolverhampton Site.
28. Only authorised personnel are admitted to the Wolverhampton Site. All employees on the Wolverhampton Site undertake inductions covering environment, health and safety (“EHS”) in the first two weeks of employment. Contractors are required to undertake the same EHS induction as well as providing risk assessments and method statements. Visitors to the Wolverhampton Site are provided with EHS information and are accompanied at all times.
29. I understand from the Police that, due to the nature of the goods produced at the Wolverhampton Site, the Wolverhampton Site is a ‘Prohibited Place’ under s.7 of the National Security Act 2023 (“NSA”). Nevertheless, the Police have advised Moog to seek an injunction on the terms of this application, and have not suggested that any powers they may derive under the NSA in relation to the Wolverhampton Site are adequate alternatives to the injunction sought.

The Tewkesbury (Commercial Aircraft) Site

30. Moog Controls hold a leasehold interest in the Tewkesbury (Commercial Aircraft) Site. The freehold proprietor is Uttlesford District Council, which is the landlord under a lease dated 15 August 2023 and made between (1) Uttlesford District Council (2) Moog Controls Limited and (3) Moog Inc.
31. A copy of Moog Controls’ leasehold title and title plan for the Tewkesbury (Commercial Aircraft) Site are at (pp. 33 - 40).
32. Moog manufactures electro-hydraulic servo valves and braking and steering control manifolds at the Tewkesbury (Commercial Aircraft) Site. These enable high-precision control of position, velocity, pressure and force in a wide range of applications such as flight controls, with products that serve the commercial aerospace and engines markets.
33. The building on the Tewkesbury (Commercial Aircraft) Site is approximately 209,000 sq ft in total, comprising both production and office premises. Around 500 people are employed at the Tewkesbury (Commercial Aircraft) Site, operating across three shifts, although, again, people are present on site to varying degrees 24 hours per day.
34. Access to the building is gained through either a pedestrian gate from the highway for employees, or via an automatic number plate recognition (ANPR) barrier gate for visitors.

The perimeter of the site is fenced. Moog employs Carlisle Security to provide security on site 24 hours a day.

The Tewkesbury (Industrial) Site

35. Moog Controls also holds the leasehold interest in the Tewkesbury (Industrial) Site, which also specialises in manufacturing equipment for the commercial aerospace industry. The freehold proprietor is Diageo Pension Trust (Property Custodian) Limited, which is the landlord under a lease dated 6 July 2015 and made between (1) Ashchurch 9 Limited and (2) Moog Controls Limited for a term of 20 years from 6 July 2015.
36. A copy of Moog Controls' leasehold title and title plan for the Tewkesbury (Industrial) Site is at (pp. 41 – 47).
37. The Tewkesbury (Industrial) Site is used to manufacture servovalves, actuators, and control system manifold assemblies – selling into various industrial end markets: including industrial automation, automotive, motorsport, industrial machinery amongst others.
38. The building on the Tewkesbury (Industrial) Site is approximately 45,000 sq ft, comprising both production and office premises. Around 120 people are employed at the Tewkesbury (Industrial) Site, across three shifts, although, as before, people are present on site to varying degrees 24 hours per day.
39. Access to the building is gained through the car park to facilitate employee access, deliveries and shipments.

The Reading Site

40. Moog Reading holds the leasehold interest in the Reading Site. The freehold proprietor is Phoenix Life Limited ("**Phoenix**"), which is the landlord under leases of Unit 29 (formerly known as Units 29(a) and 29(b)), Suttons Business Park, Reading, Berkshire dated 1 July 2019 and made between (1) Standard Life Assurance Limited and (2) Moog Reading Limited, and Unit 30, Suttons Business Park, Reading, Berkshire dated 1 July 2019 and made between (1) Standard Life Assurance Limited and (2) Moog Reading Limited.
41. A copy of Moog Reading's leasehold title and title plan for the Reading Site is at (p. 48 – 55)).
42. The Reading Site is used for the manufacture of slip rings, motor controls and fibre optic components. Moog is in the process of closing this facility but Moog Reading will continue to occupy the Reading Site until at least mid-2026.

43. The Reading Site consists of two adjacent units, totalling approximately 65,000 sq ft, comprising both production and office premises. Around 130 people are employed at the Reading Site, across three shifts.
44. Access to the building is gained through the car park to facilitate employee access, deliveries and shipments. Both facilities at the Reading Site are guarded by security and are access controlled.
45. As indicated above, the Reading Site comprises two adjacent units (pp. 51 and 55). The title plans at pp. 51 and 55 show that in respect of both Unit 29 and Unit 30 there are some gaps between the units. There are also some other strips of land outside of the units that are also demised to Moog (hatched red on the plan at p.4). The strips are car parking spaces and the gaps (shaded and hatched blue on the plan at p.4) are additional car parking and/or circulation spaces that are part of Phoenix's freehold but used by Moog employees and visitors. Since these gaps sit between areas demised to Moog, they are at risk of incursion by any protestors that may target the Reading Site and risk compromising the operations of the whole facility.

The Luton Site

46. Moog Fernau holds the legal title to the leasehold interest in the Luton Site. The freehold proprietor is Legal & General Property Partners (Industrial Fund) Limited and Legal & General Property Partners (Industrial) Nominees Limited (together, "**Legal & General**"), which are the landlords under a lease of Unit C Airport Executive Park, Luton and made between (1) Legal & General Property Partners (Industrial Fund) Limited and Legal & General Property Partners (Industrial) Nominees Limited and (2) Moog Fernau Limited, and a lease of Unit J, Airport Executive Park, Luton between (1) Legal & General Property Partners (Industrial Fund) Limited and Legal & General Property Partners (Industrial) Nominees Limited and (2) Moog Fernau Limited (together, the "**Luton Leases**").
47. The term of the Luton Leases was for ten years from and including 25 December 2014, i.e. they expired on 24 December 2024. Whilst the Luton Leases are subject to the security of tenure provisions of the Landlord and Tenant Act 1954 ("**LTA 1954**"), Legal & General served notices under section 25 of the LTA 1954 specifying 24 December 2024 as the termination date of the tenancies. Legal & General subsequently agreed to extend the time under section 29B(2) of the LTA 1954 for Moog Fernau to apply to the court for new tenancies to 8 September 2025. On 2 September 2025, Legal & General further agreed to extend the time under section 29B(2) of the LTA 1954 for Moog Fernau to apply to the court for new tenancies to 8 October 2025. On that basis, Moog continues to occupy the Luton Site pursuant to the Luton Leases, holding over under the LTA 1954. I understand from a colleague at Moog responsible for dealing with such matters that Moog is in the process of

finalising new leases of the Luton Site with Legal & General. I confirm that Moog has no intention of vacating the Luton Site and so even if it were the case that no new leases of the Luton Site or extensions were granted by 8 October 2025, it would apply to court for new tenancies in order to continue its rights of occupation.

48. On 27 January 2025, Moog Fernau assigned its interests in the Luton Leases to Moog Controls. However, I understand that the transfer of the leasehold titles has not been completed at the Land Registry, meaning that Moog Fernau remains the legal proprietor of the Luton Leases.
49. A copy of Moog Fernau's leasehold titles and title plans for the Luton Site is at (pp. 56 – 65).
50. The Luton Site is used for the manufacture Foreign Object Debris (FOD) detection systems that are used for airfield management purposes.
51. The Luton Site consists of two adjacent units, totalling approximately 25,000 sq ft, comprising both production and office premises. Around 20 people are employed at the site.
52. As can be seen from the Land Registry title plans for the Luton Site (pp. 60 and 65) and the composite plan at Plan 2 (p.3), there is a gap between the footprints of the units that have been demised to Moog, as they are separate buildings, shown hatched blue on Plan 2 (p. 3). This gap forms part of the freehold of Airport Executive Park, belonging to Legal & General. However, since this gap sits between the two units demised to Moog, it is at risk of incursion by any protestors which might target the Luton Site and risks compromising the security of the whole facility.
53. Access to the building entrance on the Luton Site is gained through the car park, shown hatched blue to the south of the two units on Plan 2 (p. 3), which is also used by Moog but not demised to Moog.

THE INCIDENT

54. At approximately 03:50 in the early hours of Tuesday 26 August 2025, four individuals dressed in dark clothing, two male and two female (the **"Perpetrators"**), broke into the Wolverhampton Site by ramming a vehicle into the front gates and then driving through an internal automatic barrier into the Logistics Entrance.
55. Once inside the boundary, the Perpetrators' vehicle was driven to a position close to the main building on the Wolverhampton Site. Three of the Perpetrators exited the vehicle (with the driver remaining in the vehicle) and ran towards the corner of the building. Two of these

Perpetrators approached a metal ladder leading up to the roof of the building. The ladder had a security device on it, secured with a padlock, designed to prevent unauthorised access to the roof. I understand from my colleagues who examined the metal ladder after the Incident that the Perpetrators cut the padlock that attached the security device to the metal ladder (a metal plate "ladder guard"), presumably using a bolt cropper device or similar.

56. Meanwhile, the third Perpetrator lit a red flare and began waving it in the air. The driver of the vehicle stopped the vehicle outside of the metal gates separating the main building from the Logistics Entrance, so that no other vehicles could pass through this entrance. The driver then exited the vehicle and, along with the third Perpetrator, removed a bag. Both then joined the other two Perpetrators at the metal ladder leading to the roof.
57. The four Perpetrators then climbed onto the roof of the main building. They began to damage and destroy windows and the Solar Panels on the roof. In addition, they cut holes in the roof of the facility (about 15 holes in total, each measuring approximately 3ft by 3ft) and cut all of the ManSafe cabling. Photographs showing extensive damage to the Solar Panels and examples of the holes cut by the Perpetrators are exhibited as part of Centrica's report at pp. 66 - 75 (the "**Centrica Report**"), which was prepared by Centrica on 26 August 2025 in order to assess the damage to the Solar Panels and identify the remedial work required. The Incident was captured in CCTV security footage, which has been viewed by a Moog employee involved in the management of the Wolverhampton Site. I am told by them that this shows the vehicle ramming the gates and the Perpetrators cutting the lock on the ladder but there is no footage of the roof (other than that which I am told may have been captured by a police helicopter but which Moog does not have access to). Whilst the tools that the Perpetrators were using are not clear from the CCTV footage, I understand from the Police that roughneck mallets were found at the scene after the Incident, and a photograph of these is exhibited at p. 76. The nature of the damage caused is consistent with the use of this equipment.
58. The Perpetrators also filmed some of the Incident. A video showing the Perpetrators driving through the metal gates at the Logistics Entrance, lighting a red flare, climbing up to the roof, and filming Moog's operations from the roof, can be found here: [Palestinian Martyrs for Justice take direct action for Palestine](#).
59. At the time of the Incident, there were six employees on-site, a Carlisle security officer and four Premier security officers. One security officer observed the vehicle break through the barriers and notified the Police at 03:50. They also contacted their senior control manager and requested four dog handlers. I understand that the Police arrived on site about 10 minutes later. Employees on site were notified when the fire alarm was activated at 04:02.

In the event, there was no confrontation between the Perpetrators and security, and I am not aware whether there was any confrontation with the Police. The Incident lasted until about 09.30 and was eventually resolved when the Police arrested the individuals on the roof.

60. I understand from the Police that the Perpetrators have been charged with conspiracy to commit criminal damage and criminal damage. They have been remanded in custody until 26 September 2025. The case is being reviewed in respect of whether the Perpetrators have committed any offences linked to terrorism. I explain the background to this in more detail below.
61. Copies of some media clippings regarding the Incident are included at pp. 77 - 80.

Property Damage

62. As can be seen from the Centrica Report, the damage is substantial. Moog's employees at the Wolverhampton Site are still assessing the extent of the damage. As a result, I am not able to confirm with certainty the full extent of the damage caused and cost of repair nor an accurate assessment of Moog's financial loss. However, I can confirm that the damage includes the following:
- (a) 95% of the Solar Panels on the roof of the building have been destroyed at an estimated approximate value of £700,000 (Moog has requested an actual cost from Centrica).
 - (b) All windows at roof-level were smashed, about 50 in total, and some of the skylights were also smashed. This caused broken glass to fall into the offices and work spaces below. This includes the Human Resources office, the engineering office, the machine shop, the assembly and testing area, the development and logistics areas, the treatment room, and the archive area. It is not possible to quantify at this time, but I understand from speaking with my colleagues that the eventual cost of the clean-up and window replacement will be in the tens of thousands of pounds.
 - (c) There is further evidence that flares have been dropped through the windows into the Human Resources office and the archive area, causing burn damage to the tiled floor, a desk and computer equipment, and destroying a photocopier.
 - (d) The ManSafe cabling was cut.
 - (e) 15 holes were cut into the roof covering, which will now need to be replaced in sections or at least extensively patch repaired.

- (f) The front gates were buckled and severely damaged when they were rammed by the Perpetrators' vehicle. The internal automatic barrier inside the Logistics Entrance was crumpled and broken from its moorings.
 - (g) Damage to the metal plate ladder guard and padlock.
 - (h) Carpets and chairs within the building will need to be replaced after being showered with large quantities of broken glass from the broken windows and skylights.
63. Photographs of the above and further details are included in the Centrica Report and also in a "*Damage Report with Photos*" document prepared by a Moog employee who is involved in the management of the Wolverhampton Site, which I have exhibited at pp. 81 - 103.
64. As I have explained, it is too early for Moog to assess the full cost of repairing the damage caused, but I understand from speaking with my colleagues that the loss is estimated to be well over £1,000,000.

Business disruption

65. Fortunately, no employees of Moog or other personnel on site were injured during the Incident, even though six Moog employees and five security staff were present on site while the Incident occurred. Avoiding the risk of serious injury was by no means guaranteed. Aside from the substantial risk to employees and personnel on site caused by falling glass and flares, damage to Solar Panels risks possible electrocution and injury caused by the sharp edges of broken panels. It also increases the risk of fire.
66. It is estimated that it will take several weeks before the facility can become fully operational again. During this time, many employees will be forced to work from home as Moog works through the cleanup process and remediates all of the safety risks on the site. The interruption to Moog's business operations is severe. As with the assessment of damage and financial loss, it is too early for me to provide a full analysis of the extent of business disruption to Moog caused by the Incident. However, I am able to say that the disruption includes:
- (a) The building was closed entirely for 2.5 days. There are now only operational employees on site and all office employees are still working from home.
 - (b) Issues with meeting supply contracts on time, including the supply of components for ultimate use by the MoD.
 - (c) Having to replace damaged equipment, desks, carpets etc.

- (d) Whilst 95% of the Solar Panels were damaged, the entire system is inoperable, meaning that Moog will be liable for the loss of energy generation and will need to procure electricity off the grid until the system comes back online.
 - (e) There is potential reputational damage for Moog if customers conclude that Moog's ability to supply components on time in accordance with the terms of supply contracts could be compromised by its susceptibility to disruption caused by unlawful protest activity.
67. Whilst it is not possible to be precise, I estimate that it will take several weeks for the Wolverhampton Site to be fully operational again after the Incident.
68. The total financial loss (property damage and business disruption) to Moog caused by the Incident is therefore likely to be between circa £1,250,000 to £2,000,000.

The Perpetrators

69. I understand from the media coverage of the Incident that the Perpetrators say they are from a group called "Palestinian Martyrs for Justice" (p. 104). The Perpetrators claimed that they carried out the Incident because Moog supplies military aircraft parts to Israel. The Police have informed Moog that they are working to establish a link between the Palestinian Martyrs for Justice and the pro-Palestinian protest group Palestine Action ("**PA**"), which has been proscribed by the UK Government under section 3 of the Terrorism Act 2000 since July 2025 (the "**Terrorism Act**"). I understand that one of the female Perpetrators has been observed attending PA rallies. There has also been a person that came to protest peacefully outside the gates of the Wolverhampton Site who was identified as a PA member. A link between the Incident and PA would not surprise me, as the violent activity during the Incident is similar to other tactics that I am aware were previously in use by PA. I explain the background to PA and its proscription in further detail below.

MOOG'S AWARENESS OF THE RISK

70. I understand from my solicitors that, as this application is without notice, Moog is under a duty of full and frank disclosure. With that in mind, I emphasise that whilst the Incident has significantly increased Moog's assessment of the risk level such that the Claimants now seek an injunction, Moog has been aware of the possible risk that it could be targeted by PA, or a group affiliated with PA, since early July, as I explain further below.
71. On 1 July 2025, a journalist from Declassified UK ("**Declassified**") called John McEvoy emailed the reception at the Wolverhampton Site indicating that Declassified was preparing an article about Moog's alleged supply of aircraft components to Israel since December 2024, "*based on shipping documents that we have obtained*" (p. 105). In the email, Mr

McEvoy made various allegations, including that components had been delivered to Elbit Systems Limited ("**Elbit**") at Elbit's Lavi Site in Hatzerim airbase in Israel, and invited Moog to reply by 17:00 the following day, 2 July 2025. By way of explanation, Elbit is an Israeli defence contractor and provider of equipment to the Israeli military, including unmanned aerial vehicles (known as UAVs or, more commonly, drones). In accordance with company policy, Moog did not provide any comment.

72. The Declassified article subsequently materialised on 10 July 2025, published on its website www.declassifieduk.org and entitled "Israeli Fighter Pilots Training with UK Equipment" (the "**Article**") (see pp. 106 - 111).
73. The Article focused on the operations of the Wolverhampton Site and alleged, amongst other things:
 - (a) Moog has *"sent at least ten shipments to Israel's Hatzerim airbase since December..."* from the site, comprising equipment for M-346 Lavi high-performance aircraft (the "**M-346 Lavi**"), designed to train Israeli pilots to fly advanced fighter jets, including F-16 and F-35s, which *"have been used to commit war crimes in Gaza, including an airstrike on a designated safe zone which killed 90 people"*;
 - (b) three of these shipments had occurred in the last month;
 - (c) Moog Wolverhampton *"designed the flight control system for the M-346 Lavi, and provides maintenance services for the [M-346 Lavi]"*;
 - (d) *"In addition to supplying parts for the M-346 Lavi, Moog has contributed to the global F-35 programme"*;
 - (e) Moog *"was on the most recent list of UK-based companies which have received arms export licences for the international F-35 programme"* which, pursuant to a recent High Court ruling, meant that it could legally export F-35 parts to Israel; and
 - (f) the UK Government *"doesn't care that Israel is committing genocide, and it doesn't care about Palestinian lives..."* and *"all [it] cares about is safeguarding arms dealers' profits, and it is down to us to hold them accountable for these horrific, immoral and illegal deals"*.
74. The Article, therefore, sought to draw a direct link between equipment manufactured by Moog at the Wolverhampton Site and the conduct of the war in Gaza by the Israeli military, by reason of:
 - (a) the alleged use of such equipment to train the Israeli military to fly fighter jets in Gaza; and

- (b) the use of such fighter jets by the Israeli military “*to commit war crimes*” in Gaza and against Palestinians.
75. It is not the purpose of this statement, nor would it be Moog's policy, to respond to any of the specific allegations made by Declassified in the Article but, for the record, I do not accept the characterisation of Moog's business activities in the Article and, in particular, the link it attempts to make with the situation in Gaza. I note that Declassified seeks to make this link despite the fact that they do not allege that any of the components in question manufactured by Moog have been used by the Israeli military in a combat situation or suggest that any of Moog's exports are not legal.
76. The Article did not say in terms that Moog was amongst those alleged ‘arms dealers’ in relation to which Declassified quoted Emily Apple of the Campaign Against Arms Trade (“**CAAT**”) as saying “*it is down to us to hold accountable,*” but that is the clear implication given that the Article is about Moog and its alleged activities.
77. This was not the first time that Moog had been named in a publication in connection with the alleged supply of components to Israel. Moog was named in April 2024 in an open letter posted online alongside other companies, such as BAE Systems (“**BAE**”), as “*companies facilitating Israel's genocidal war on Gaza*” (see pp. 112-120). On 20 November 2024, CAAT produced an article titled “Mapped: the UK companies arming Israel, including producers for the F-35 combat aircraft”, referencing Moog and including an interactive map of UK companies allegedly involved in arming Israel including by manufacturing components for F-35 combat aircraft (p. 121 - 124). The CAAT article listed the addresses of the Wolverhampton Site and the Tewkesbury (Commercial Aircraft) Site (p. 123), even though, as I have explained above, the Tewkesbury (Commercial Aircraft) Site manufactures products that serve the commercial aerospace market and does not produce any equipment for military use.
78. It is, therefore, apparent that campaign groups targeting manufacturers as alleged providers of equipment for use by the Israeli military do not necessarily distinguish between the different operations carried out at individual sites. As a result, I believe that all of Moog's UK sites are at potential risk of direct action from the Defendants, as I explain later in this statement.
79. As I say, CAAT is referenced in the Article, with their spokesperson, Ms Apple, asserting the export of supplies for Israeli fighter jets “*makes a mockery of the government's already outrageous argument that the only reason it is continuing to supply F-35 spare parts is due to the threat of national security*” (pp. 107 – 108). I am not aware of Moog having been named on PA's website, which is no longer accessible following PA's proscription under the Terrorism Act (please see below). I have seen a copy of the relevant page from the PA

website which listed its “target” companies on 9 July 2025, and as such pre-dates the Article, which does not name Moog. I do not know whether Moog subsequently appeared on the PA website after the Article was published but prior to the website being removed.

THE DEFENDANTS

80. Since 5 July 2025, PA has been a proscribed terrorist organisation under section 3 of the Terrorism Act 2000 (“**Terrorism Act**”), as explained below.

81. The aim of the PA, according to one of its founders, Huda Ammori, is:

“(i) to prevent serious violation of international law by Israel... against the Palestinian people, including war crimes, crimes against humanity, apartheid and genocide, and the aiding, abetting and facilitation thereof by others, including corporate actors; and

(ii) to expose and target property and premises connected to such crimes and violations,”

– see the judgment in *The King (on the application of Huda Ammori v Secretary of State for the Home Department* [2025] EWHC 1708 (Admin) (the “**Judgment**”) at pp. 125 - 150.

82. At pp. 151 - 164 is a copy of PA’s “Underground Manual”, which was available on PA’s website (which has since been taken down). This sets out PA’s guidance for those wishing to take part in its protest activities, including:

- (a) “*Create a Cell*”, following which PA will respond with “*potential future targets*”.
- (b) “*Pick a Target*”, encouraging activities to select a name from PA’s website of a target lists of “those who enable and profit from the Israeli weapons industry in Britain”.
- (c) “*Prepare for Action*”, which includes advice on carrying out effective reconnaissance at target sites without getting noticed and suggests some “*key information to find out*”, including:
 - i. the presence of security;
 - ii. CCTV;
 - iii. how far away the local police force is;
 - iv. the requisite height of a ladder to climb over fences;
 - v. whether there is barbed wire;

- vi. the location of the access points; and
 - vii. intruder alarms.
- (d) “*Plan your Action*”, recommending activists wear dark clothing and a face covering to avoid detection and to bring spray paint, a sledgehammer for smashing windows and exterior equipment (including air conditioning units and cameras to “*sabotage the profits of your target even further*”), blocking pipes (water and/or sewage) and breaking in and “*damaging the contents inside*”.
- (e) “*Technology*”, advising activists to use a ‘burner phone’ and how to set one up.
83. PA has a history of unlawful protest activity against businesses which it alleges supply military materials to Israel, as well as UK government facilities including military bases such as RAF Brize Norton. This includes other examples of trespass of premises, damage to property and vandalism, and members having been charged for offences involving violence and weapons (including pyrotechnics and smoke bombs).
84. For example, members of PA have continuously targeted Elbit in the UK and its subsidiary UAV Tactical Systems Limited (“**UAV**”), including by unlawfully occupying Elbit’s factory for six days, smashing windows, causing vandalism and chaining themselves to the gates. See also the BBC news item dated 17 July 2025 at pp. 165 - 167, which refers to members of PA ‘ram-raiding’ Elbit’s site near Bristol on 6 August 2024, causing extensive damage to inventory and “*assaulting employees and two police officers*”.
85. At <https://www.youtube.com/watch?v=GAhpMqJIVeA> is a link to a documentary produced by PA in 2025 entitled “To Kill a War Machine”. This features footage of PA activists engaging in various unlawful protest activities, including climbing (and in some cases gluing themselves) onto the roofs of various factories in the UK, breaking and entering, criminal damage, assaulting security guards and locking themselves onto perimeter gates and fences. The commentary suggests that companies allegedly involved in the supply of components for F-35 fighter jets in particular were being targeted, and in some cases third parties like banks. It is claimed in the documentary that the occupation of sites by protestors lasted several days with the specific aim of shutting down factories for as long as possible. In relation to one protest, it is claimed that more than £1 million of damage was caused.

TELEDYNE UK LIMITED INJUNCTION

86. I understand that other companies have sought injunctive relief after they were targeted by PA. For example, I am aware that in December 2024, Teledyne UK Limited (“**Teledyne**”) applied for an injunction to protect six of its sites after it was subject to unlawful acts of protest by individuals associated with PA. Teledyne specialises in manufacturing

components and subsystems for medical, science, aerospace, defence and industrial applications.

87. Teledyne applied for an injunction after the addresses of its six UK sites were published on PA's website and listed as 'targets' for direct action protest. Teledyne was subject to a series of incidents of direct action throughout 2022 and 2023, which increased in 2024, some of which were similar to the Incident at the Wolverhampton Site. According to court documents filed by Teledyne, which can be accessed on <https://www.teledyne-injunction.co.uk/>, examples of such incidents included:

- (a) **9 December 2022** – Four individuals broke into a Teledyne building wearing balaclavas armed with crowbars and sledgehammers. They gained access to the premises and the roof, smashed glass doors and windows, damaged IT equipment and sprayed the building inside and out with red paint. The attack lasted five to six hours. The estimated cost of the damage was £1.2m and US\$1m in lost sales.
- (b) **2 April 2024** – 20 protestors attended at 05.30 and climbed onto the roof of Teledyne's Shipley site, causing £571,000 of damage. They brought with them a sledgehammer, ladder and fire extinguisher. The incident lasted 16 hours. Business was interrupted for five days, causing £300,000 of losses.
- (c) **15 May 2024** – At 04.30, four individuals accessed the roof of the Shipley site, causing damage: smashing windows, spraying paint and setting off fireworks inside the building. The incident lasted seven hours, resulting in £68,000 of repairs and £60,000 of lost revenue.
- (d) **5 July 2024** – At 04.45, three individuals rammed the access gates of the Teledyne Wirrall site with a van, and attempted to gain access to the roof. The incident lasted four hours.
- (e) **2 October 2024** – At 05.55, three individuals accessed the roof of the Teledyne Wirrall site, causing damage to the roof and the building, including with the use of paint. They accessed a 'clean room' and later said in social media posts that contamination of this room "*could stop production for up to 12 months, and disrupt production for 18 months.*" Repairs cost £148,000 plus £335,000 for the roof, with lost revenue of £14,000.
- (f) **19 December 2024** – 8 to 12 protestors gathered outside Teledyne's Shipley site holding posters and Palestinian flags. A lone male then parked his car outside the gate, unfurled a flag and began shouting abuse and pro-Palestinian slogans at Teledyne staff. He proceeded to lock himself to the steering wheel of his car. When

he was finally arrested and searched, police found an overnight bag, sledgehammer and two zombie knives.

88. The repeated pattern of such damaging, disruptive, and unlawful activity against the Teledyne sites is clear. I am therefore extremely concerned that the Incident was not an isolated occurrence and the Wolverhampton Site and Moog's other Sites will continue to be targeted.
89. Teledyne was granted an interim injunction on 20 December 2024. I understand from the witness statements filed in support of the 24 January 2025 return date hearing that the grant of the injunction had a deterrent effect on PA's activity. Whilst subsequent protest activity took place at Teledyne's sites over the following five months, all but two had been peaceful. The impact of even the two more violent protests, which took place on 28 January 2025 and 18 February 2025, appears to have been substantially curtailed. Police arrested three protestors quickly after the 28 January 2025 incident for breaching the terms of the injunction. On 18 February 2025, the activity was limited to protestors throwing bottles of paint over the fence.

PROSCRIPTION UNDER THE TERRORISM ACT

90. On 20 June 2025, PA targeted the Royal Air Force ("**RAF**") base RAF Brize Norton, where it vandalised and damaged two RAF refuelling planes. Following this (and the other criminal actions perpetrated by PA), the Home Secretary put an order for proscription before Parliament. In her written ministerial statement to the House of Commons, the Home Secretary stated that the attack on RAF Brize Norton was "*the latest in a long history of unacceptable criminal damage committed by Palestinian Action. The UK's defence enterprise is vital to the nation's national security and this Government will not tolerate those who put that security at risk*" (see p. 168 – 170 and the Judgment referred to above).
91. The Home Secretary went on to further state that PA's "*activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence*" and that in "*several attacks, Palestine Action has committed acts of serious damage to property... The seriousness of these attacks includes the extent and nature of damage caused, including to targets affecting UK national security, and the impact on innocent members of the public fleeing for safety and subject to violence.*" The Home Secretary also noted that the extent of the damage caused by PA since 2020 had "*resulted in hundreds of millions of pounds worth of criminal damage and lost revenue*".
92. On 2 July 2025, the House of Commons voted to proscribe PA as a terrorist organisation, and on 5 July 2025 PA was officially proscribed PA as a terrorist organisation under the

Terrorism Act. This had the effect of making it a criminal offence for anyone to be a member of, or show support for, PA. As set out in the Judgment, Ms Ammori applied for interim relief to prevent the proscription from taking effect pending an application for judicial review but this was refused by the High Court on 4 July 2025. At a hearing of 21 July 2025, PA sought permission for a judicial review of the UK Government's decision to proscribe PA as a terrorist organisation and permission was granted on 30 July 2025.

PREVIOUS PROTEST ACTIVITY

93. Prior to its proscription, there was a clear pattern of UK-based companies being targeted by protests from PA and other pro-Palestinian organisations, particularly after being named in Declassified. For example:
 - (a) On 20 November 2023, a Declassified article was published alleging that BAE manufactured key parts of the F-35 fighter jets being used to support strikes on Gaza and had consequently seen its share price increase (pp. 171 – 177). Shortly afterwards, on 7 December 2023, hundreds of protestors from Workers for a Free Palestine gathered outside BAE's factories across the UK, blockading sites in Bournemouth, Glasgow, Brighton and Lancashire (pp. 178 - 179).
 - (b) On 12 February 2024, Declassified claimed that the MoD was hosting Israeli armed forces personnel and providing 'defence-led training courses' (pp. 180 - 183). On 10 April 2024, PA (who had staged a protest outside Sir Keir Starmer's home the day before) and another group called Youth Demand sprayed red paint on the walls of the MoD in central London (pp. 184-186). A number of protestors were arrested on suspicion of criminal damage.
 - (c) On 15 October 2024, Declassified ran an article about UAV, which was alleged to make "85% of Israel's drone fleet terrorising Gaza". The Declassified article claimed that UAV "was making millions of pounds on profit with an £11m turnover" but "*That was until we showed up. Palestine Action has staged over 20 protests at the firm's factory in Shenstone, blockading the gates, occupying the roof and smashing up equipment*" (pp. 187-193). This appeared to make a direct connection between Declassified and PA. UAV was subject to further protest activity shortly after publication of the article, including activists blockading the gates of UAV's factory on 25 November 2024 (pp. 194–195), and smashing the walls of the factory on 25 December 2024.
 - (d) On 14 December 2023, Declassified ran a story about Martin-Baker Limited ("**Martin-Baker**"), a "*family owned business that's been running for almost a century*" that manufactures ejection seats. The article claimed that Martin-Baker

“supplies seats to Israel’s air force, which is pummelling Gaza with genocidal intensity” (pp. 196–201). As was subsequently reported in the Bucks Free Press (pp. 202–203), in a report which referred to the Declassified article, pro-Palestinian protestors gathered outside Martin-Baker’s factory in Buckinghamshire holding signs reading ‘Death merchants out of Denham’ and other slogans.

- (e) A more serious incident occurred after a further Declassified article was published on 13 November 2024, which again claimed that Martin-Baker was shipping parts to the Israeli air force (pp. 204–210). The evidence for this was said to be ‘cargo documents’ obtained by Declassified, which is similar to its alleged source of information regarding Moog in the Article. Martin-Baker was subsequently targeted by PA on 29 January 2025 (pp. 211–212) when protestors wearing dark clothing and face coverings broke into the Martin-Baker headquarters and used a hammer, crowbar and spray paint to damage the building.
- (f) On 8 May 2025, Declassified reported on *“activists from Palestine Action”* storming the factory of Instro Precision (**“Instro”**), which was alleged to be a subsidiary of Elbit Systems that had been *“shipping targeting equipment to Israel amid the Gaza genocide”*, including military tripods, tripod support systems, radar kits and aerial reflectors (pp. 213 – 218). The evidence for this was said to be ‘cargo documents’, which is similar to Declassified’s claim that its evidence concerned Moog was based on shipping documents. According to the article, PA had caused over £1 million worth of damage to Instro’s premises (p. 214). Following publication of the article, there was a further by PA attack aimed at Instro on 29 May 2025. In this instance, PA targeted the registered London address of Discovery Park Ltd, the landlord of Instro’s Kent factory, smashing windows and covering the premises in red paint (pp. 219–220).
- (g) On 9 June 2025, Declassified reported on Permoid Industries (**“Permoid”**), a Durham-based company, alleging that it had sent 16 shipments of storage containers to Elbit Systems in Israel that could be used for carrying weapons (pp. 221–226). Despite this seemingly tenuous connection, protest action by PA followed on 16 June 2025, with a group of people accessing the roof of Permoid’s two-storey factory (pp. 227–228). According to a police spokesperson, the incident led to significant disruption to the public and criminal damage to the building.

PROTEST ACTIVITY SINCE PA’S PROSCRIPTION

- 94. I am aware that there have been further incidences of violence and damage to property by potential affiliates of PA since PA was proscribed, although I understand these activities decreased following the date of proscription, as I explain below. On 15 July 2025, three

women were arrested under the Terrorism Act after driving a van into the fence of a factory owned by Leonardo, which is alleged to make components for Israel's F-35 fighter jets, in Edinburgh. The individuals claimed to be members of a pro-Palestinian group called 'Shut Down Leonardo'. It is not clear what, if any, connection they might have with PA. The three women have since been charged (see BBC news story from 20 July 2025 at pp. 229 – 230).

95. On 24 July 2025, three individuals forced entry into The Spark, a building located in Newcastle Helix, a business campus in Newcastle, UK. The Spark is occupied by several commercial tenants, including Womble Bond Dickinson (UK) ("**WBD**"), the law firm appointed to act for Leonardo. The offenders forced entry into the building by smashing the windows. They sprayed red paint throughout the building, including painting "*Leonardo Off Campus*" on the windows of the building (pp. 231–232). As Leonardo occupies an office in the same business park as WBD, I do not know whether the intended target was Leonardo, WBD, or any other commercial tenants occupying premises in The Spark.
96. PA's determination to continue its activities was also confirmed in a press statement released by the group following designation as a terrorist organisation (pp. 233-234). In the statement, PA refer specifically to their claim to have "*forced shut three Israeli weapons factories*" and "*pressured over a dozen companies to cut ties with Elbit Systems*" and encourage their supporters to continue "*resisting the ban through a campaign of civil disobedience*" without using the PA name. They state that "*we are an idea that can never be stopped*" and "*they can not [sic] proscribe the TACTIC of direct action for Palestine*" and also refer to other groups that will carry on the campaign under different names, including 'Defend Our Juries' and 'we do not comply'.

DISCUSSIONS WITH POLICE

97. Since publication of the Article, Moog has communicated regularly with the Police in relation to the risk level at the Wolverhampton Site and its other Sites. I understand that an employee at the Wolverhampton Site initially contacted the Police via the 101 service on 1 July 2025 to raise concerns about the possible threat from PA.
98. On 4 July 2025, a police officer from South Staffordshire Local Policing Team visited the site, reviewed the email sent from Mr McEvoy at Declassified, discussed safety at the Wolverhampton Site in the event of a protest and reviewed the external site and existing safety measures.
99. On 7 July 2025, the Police attended the Wolverhampton Site again, reviewed the site risks, and advised on potential protest control measures. Moog contacted the Police again on 10 July 2025 to advise them that the Article had been published online. On 10 and 11 July 2025, Moog had further discussions with the Police on risks and existing and further control

measures. The Police attended again on 22 July 2025. Uniformed police officers have regularly patrolled the Wolverhampton Site since the Article was published.

100. I understand that the Police informed Moog's solicitors in late-July 2025 that activity from PA targeting the sites of UK-based manufacturers has been significantly quieter since it was proscribed under the Terrorism Act (although such activity has not ceased completely, as I explain above).
101. Following the Incident, it has become clear that the risk to Moog and its employees is severe. Whilst the Perpetrators are now remanded in custody, I am extremely concerned that the Incident will lead to 'copycat' attacks at the Wolverhampton Site and the other Sites, again risking substantial property damage and the health and safety of both employees and perpetrators. This is similar to the pattern of behaviour that has happened in relation to Teledyne and other companies such as Elbit.
102. Following the Incident, the Police verbally recommended to a Moog employee involved in the management of the Wolverhampton Site that Moog obtain an injunction to prevent further protest action; this was based on their awareness that other facilities that had been targeted by pro-Palestinian protestors had been attacked several times. I am aware of incidents where protestors have blocked the entrance of facilities. For example, in July 2025, protestors were arrested after blocking the entrance to Elbit (pp. 235-237). PA has also blocked the entrance to UAV Engine's facility (pp. 238-239).
103. To reiterate, my concern is not limited to the Wolverhampton Site alone. As I explained above, I understand that the Defendants, and campaign groups affiliated with their cause, do not distinguish between different operations carried out at different sites and, as the Teledyne proceedings demonstrate, target companies across all of their UK sites, rather than just individual premises. Attacks on Instro's landlord, Teledyne's lawyers (as detailed in court documents filed in those proceedings) and possibly also Leonardo's lawyers suggest that PA and other groups cast their net widely when selecting targets for protest action. Therefore, I am concerned that all the Sites are at serious risk of direct action. This concern appeared to be substantiated when graffiti stating "Free Palestine" recently appeared on a bollard on the public highway outside the Tewkesbury (Commercial Aircraft) Site; see the picture taken on 17 August 2025 exhibited at p. 240.

COMMERCIAL RISKS

104. It is also commercially important that Moog takes action now to protect the Sites. Operational disruption caused by further protest activity at the Sites will cause even greater financial loss than that already caused by the Incident.

105. For example, Moog is a party to numerous contracts which have liquidated damages clauses that are triggered on the late shipment of equipment to its customers. These can be substantial. At the Wolverhampton Site, these can range from 1 to 10% of the value of the equipment to be supplied.
106. At the Tewkesbury (Commercial Aircraft) Site, any delay in the delivery of equipment will have repercussions on Moog's customers' ability to manufacture aircraft. This can result in grounded aircraft or other substantial delays.
107. The Tewkesbury (Industrial) Site's operations are subject to standard purchase orders from customers. The risks of not complying with a purchase order include:
- (a) an inability for Moog to fulfil its orders for Formula 1, resulting in the cars being unfinished and unable to race;
 - (b) actuators for Power Generation being unreturned within a scheduled power outage, delaying the resumption of power at the relevant power station and causing power outages at the relevant power station location; and
 - (c) disruption to numerous industrial customers who will be unable to fulfil third-party contracts.
108. Although it is difficult to be exact, I would estimate that the lost profits suffered by Moog, should all of the Sites be shut down as a result of protest activity, would be in the order of up to about £50,000 per day and up to about £10,000 per day for any individual Site.
109. Furthermore, as noted earlier, Moog's products are used across a number of military and commercial aircraft customers. Moog is a key supplier of components ultimately used by the MoD, supporting the UK's service personnel and keeping them safe.

MITIGATION

110. The Wolverhampton Site has constant security arrangements in place. This normally includes security on logistics during the day, and security during out of hours. From 4 July 2025, shortly before the Article was published, additional security has been engaged to monitor CCTV systems and monitor the external areas within the perimeter and the external perimeter of the Wolverhampton Site. It had been hoped that these additional security measures would be sufficient to prevent any unlawful protest action but, since that has not proved to be the case, Moog feels that it must now apply for an injunction to help deter such activity, and it is further stepping up security at the Sites.
111. Since the Incident, Moog has engaged an outside security firm to provide 24-hour perimeter security (7 days a week) at the Wolverhampton Site. This includes a team of security

personnel and the use of canines for deterrence. This level of increased security is extremely costly for Moog's business and will not be able to be incurred for an indefinite period of time.

112. Further security measures put in place at the other Sites include 24 hour security personnel onsite at the Tewkesbury (Industrial) Site, the Tewkesbury (Commercial Aircraft) Site, the Reading Site and the Luton Site. At the Reading Site there is also a dog handler, and at the Luton Site Moog has installed CCTV monitoring.

INJUNCTION

113. For the reasons set out in this statement, I respectfully ask the Court to grant an Order in the form attached hereto which prevents the Defendants from accessing the Sites.

114. The various activities described above show that the protestors in question are quite prepared to break the law and disregard the health and safety consequences of their actions and that, in the absence of police intervention, the only way to prevent unlawful activity and damage to the Sites can be for the owner of the Sites to pursue civil remedies.

115. The Order sought in these proceedings sets out the activity that Moog is seeking to restrain, being activity that Moog has been advised by the Police is at risk of being deployed by protestors in organisations affiliated with PA, and was:

- (a) carried out by the Perpetrators during the Incident;
- (b) carried out by PA and other affiliated organisations during similar incidents of unlawful protest at the sites of companies alleged to be supplying military equipment to Israel (including Teledyne); and/or
- (c) described in the PA Underground Manual, which I have exhibited to this statement, as examples "*different tactics*" for protestors to use, to which I refer in more detail above.

116. In terms of the Defendants to these proceedings, they are not defined by reference to PA, but more broadly by reference to persons unknown undertaking certain actions in connection with protest. This is, in part, because PA and its affiliates do not appear to be the sort of organisation where those who are members and those who are not (but support PA's causes and participate in its activities) are clearly defined (indeed, the Perpetrators claim to belong to a different group, albeit sympathetic to the same cause); and, in part, because protestors may deliberately conceal their affiliation with PA, not least since it is now been designated a terror organisation (resulting in potential arrest for anyone publicly supporting PA).

117. Moog is aware of the names of the four Perpetrators who have been charged in connection with the Incident (p. 77). As the Perpetrators have been remanded in custody until 26 September 2025, we have decided not to name the Perpetrators as Defendants in this application, because the Perpetrators are unlikely, at least in the short term, to undertake the activities for which Moog seeks its injunction. The risk that the Perpetrators may pose thereafter may well be affected by the outcome of the criminal proceedings against them.
118. Whilst Moog is continuing to seek information in the intervening period as to the addresses for service of each of the Perpetrators, and may wish to join the Perpetrators as Defendants at a later stage, given the urgency of these proceedings, and the risk that any delay poses to the safety of the Sites and the employees working at the Sites, we do not wish to delay taking action to protect the Sites against other individuals who may take direct action while the Perpetrators are on remand.

URGENT NATURE OF APPLICATION

119. The Claimant seeks a without notice injunction. This is because, for the reasons stated above, the Claimant believes that the Defendants' activities have the potential to pose a real danger to life, limb or property. They are also causing a real risk of substantial financial damage. There is also a real and genuine concern that by giving the Defendants notice of Moog's application, this will tip them off and incite a further attack before an injunction can be granted. I further ask that the time limits for service be abridged or dispensed with, as the Court considers necessary, in view of the urgency of this matter.
120. I understand that Moog is required to serve any order for an injunction by measures which are reasonably expected to bring the order to the Defendants' attention. For this reason, Moog has set up a website address at: <https://www.moog.co.uk/injunction>, which is ready to be updated and populated with the text and documents required for digital service (the **"Service Website"**). The Service Website address contains links set up for the materials to be downloaded. I understand from speaking with Moog's UK IT team that the team can update the Service Website with the relevant documents within the space of a few hours after any court order is made, and publish these to the public immediately.
121. Separately, if its application is granted, Moog will arrange for signs to be prepared and displayed in prominent locations at the entrance point to the Sites, which will inform members of the public accessing the Sites of the terms of the injunction. This will include all entrances (pedestrian and vehicular) and the roof access points. As previously, I have not provided detail of the layout of each Site due to the security concerns involved.
122. Moog has endeavoured to submit this application as soon as it was able to following the Incident. However, it also wished to ensure that it had all the correct facts, details and risks

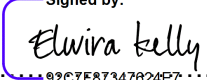
from the Sites before it asked the Court to consider this application, which has included seeking appropriate legal advice and discussions with the Police, various employees, and senior management. Insofar as further relevant information comes to light following the issuing of this application, Moog will, of course, update the Court by way of further witness evidence if necessary.

CROSS-UNDERTAKING IN DAMAGES

123. If this application is granted and it is subsequently determined by the Court that Moog was not entitled to the relief granted by the Court, I confirm that Moog is willing to undertake to the Court to compensate the Defendants for any loss suffered as a result of any relief granted.

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
Signed by: 
92C7F87347024E7...

Elwira Kelly

DATED this 4 day of September 2025.