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Claim No: PT-2025-000910

IN THE HIGH COURT OF JUSTICE

~~CHANCERY~~ BUSINESS AND PROPERTY DIVISION

BETWEEN:

(1) MOOG WOLVERHAMPTON LIMITED
(Company number 07008386)

(2) MOOG FERNAU LIMITED
(Company number 989895)

(3) MOOG READING LIMITED
(Company number 00586505)

(4) MOOG CONTROLS LIMITED
(Company number 01171948)

Claimants

and

(1) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST OR SABOTAGE 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 OR SABOTAGE 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 OR

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SABOTAGE 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 PRE

(4) PERSONS UNKNOWN WHO FOR THE PURPOSE OF PROTEST OR SABOTAGE 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 OR SABOTAGE 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

(6) HANAH YUN STEVENS

(7) BEA SHERMAN (ALSO KNOWN AS FRANK SHERMAN)

(8) IAIN EVANS

(9) HISHAM ALKHAMESI

Defendants

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RE - RE-AMENDED PARTICULARS OF CLAIM UNDER CPR ~~r.17.1(1)~~ r.17.1(2)(b)

DATED ~~5 SEPTEMBER 2025~~7 OCTOBER 2025 19 NOVEMBER 2026

THE CLAIMANTS

1. The Claimants are UK subsidiaries of Moog Inc, an American based company which designs and manufactures controls and systems for aerospace, defence, industrial, and medical applications. Companies within the Moog Inc group, including the Claimants, hold contracts with various military aircraft end users (amongst other clients).

THE LAND TO WHICH THE CLAIM RELATES

2. The First Claimant is the freehold owner of the site known as Moog Aircraft Group Wolverhampton, Valiant Way, Pendeford, Wolverhampton, WV9 5GB, title to which is registered at HM Land Registry under title numbers SF470338, SF498970, SF606388 and SF694209 ("the Wolverhampton Land"). The part of the Wolverhampton Land over which Moog seeks this injunction consists of the land shown edged red on Plan 1 annexed to these Re-Re-Amended Particulars of Claim (the "Wolverhampton Site").

3. The Wolverhampton Site comprises a large industrial building with parking and circulation space enclosed by security fencing. The site is used for the manufacture of primary and secondary flight control actuators for military and commercial end use.

4. The airspace above the building is subject to a lease between the First Claimant and Centrica Business Solutions (Generation) Limited ("Centrica") dated 1 May 2024 by which Centrica is granted rights to (inter alia) install and maintain solar panels on the roof of the building, together with associated rights of access for the purpose of exercising its rights under the lease ("the Airspace Lease"). The premises demised to Centrica do not include the roof of the building itself.

5. The Second Claimant is the registered leasehold proprietor of the site known as Moog Controls Ltd Luton, Units C and J Airport Executive Park, President Way, Luton, LU2 9NY ("the Luton Site").

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6. The Luton Site comprises two units on the Airport Executive Park, being Units C and J (the "Units"), separated by a strip of land which is retained by the freehold owner but over which the Second Claimant enjoys rights of access in common with the landlord. The Units are primarily accessed via a car park to the south of Unit C which comprises a number of parking spaces in which the Second Claimant is granted the right to park under Schedule 2 of the Unit C Lease. Other parking spaces and loading areas located to the east of Unit C and to the west and north of Unit J are also used in connection with the Units. The Second Claimant's title to Units C and J are registered at HM Land Registry under title numbers BD154446 and BD154447.

7. The Luton Site is shown edged yellow on Plan 2 annexed to these Re-Re-Amended Particulars of Claim. The areas demised to the Second Claimant are shown hatched red. The strip separating Units C and J, ~~and~~ the car park and loading area to the south and east of Unit C, and the car park and loading area to the west and north of Unit J is shown shaded and hatched blue.

8. The Luton Site manufactures Foreign Object Debris detection systems that are used for airfield management purposes.

9. The Third Claimant is the registered leasehold owner of the site known as Moog Reading Limited, 30 Suttons Business Park, Reading, Berkshire, RG6 1AW ("the Reading Site"). The Reading Site comprises two conjoined warehouse units, units 29 and 30 together with parking spaces. Title to the demised premises is registered at HM Land Registry under title numbers BK501720 and BK501808.

10. The warehouse units are separated from the demised car parking to the north of the units by an estate road and circulation spaces/forecourt and from the demised car parking to the south of the units by an estate road. Those areas are not demised to the Third Claimant but are common parts of the Business Park over which the Third Claimant enjoys rights in connection with the permitted user of the demised premises and in common with others. The Reading Site is shown edged yellow on Plan 3 annexed to these Re-Re-Amended Particulars of Claim. The areas demised to the Third Claimant are shown hatched red. The common parts over which the Third Claimant

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enjoys rights in connection with the use of the demised premises are shown shaded and hatched blue.

11. The Reading Site ~~is~~ was used for the manufacture of slip rings, motor controls and fibre optic components.

12. The Fourth Claimant is the leasehold owner of the site known as Moog Aircraft Group Tewkesbury, Ashchurch, Tewkesbury, Gloucestershire, GL20 8NA, the title to which is registered at HM Land Registry under title number GR476429 ("the Tewkesbury Aircraft Site"). The Tewkesbury Aircraft Site is shown edged red on Plan 4 annexed to these Re-Re-Amended Particulars of Claim.

13. The Tewkesbury Aircraft Site comprises a large building, with both warehouse and office premises, together with car parking and circulation space. It is enclosed by security fencing. The site is used for the manufacture of electro-hydraulic servo valves and braking and steering control manifolds.

14. The Fourth Claimant is also the leasehold owner of the site known as Moog Industrial Group, Ashchurch Parkway, Tewkesbury, Gloucestershire, GL20 8TU, title to which is registered at HM Land Registry under title number GR395822 ("the Tewkesbury Industrial Site"). The Tewkesbury Industrial Site is shown edged red on Plan 5 annexed to these Re-Re-Amended Particulars of Claim.

15. The Tewkesbury Industrial Site comprises a building with office and factory use with parking and circulation spaces. The site is used for the manufacture of servovalves, actuators and control system manifold assemblies for a variety of industrial end markets.

16. In these Re-Re-Amended Particulars of Claim, the Wolverhampton Site, the Luton Site, the Reading Site, the Tewkesbury Aircraft Site and the Tewkesbury Industrial Site are referred to collectively as "the Moog Sites" where appropriate.

17. The claim is not for injunctive or other relief in relation to any residential property.

THE THREAT

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18. Palestine Action is a pro-Palestine direct action protest group which describes its aims as being "to take direct action against Israel's arms trade in Britain[1]" and to target property and premises belonging to corporate actors seen as aiding and abetting violations of international law by Israel against the Palestinian people. It is a proscribed organisation under the Terrorism Act 2000 ("the Act") with effect from 5th July 2025.

19. Palestine Action or individuals associated with, or espousing causes similar to those of Palestine Action, have undertaken unlawful direct action against a number of companies who are alleged to have supplied aircraft parts or equipment for ultimate use by Israel and/or the Israel Defense Forces ("the IDF") as an end user.

20. In particular, a website entitled "Declassified UK" has in the past published articles naming companies with operational sites situated in the UK which are alleged to supply components to the IDF. In relation to the following companies, such publication has been associated with such unlawful direct action being taken soon afterwards against operational sites of the companies in question:

    (i) BAE Systems Plc;
    (ii) Martin-Baker Limited;
    (iii) UAV Engines Limited;
    (iv) Instro Precision Limited; and
    (v) Permoid Industries Limited.

21. On 10 July 2025, the Declassified UK website published an article under the headline "Israeli fighter pilots training with UK equipment", including, but not limited to, allegations that:

    (i) "Moog" had designed the flight control system for the "M-346 Lavi", which was described as "a high-performance aircraft designed to train Israeli pilots to fly advanced fighter jets including the F-16 and F-35" and provides maintenance services for the aircraft;

[1] Ammori v Secretary of State for the Home Department [2025] EWHC 1708 at 8.

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(ii) F-16 fighter jets had been used by Israeli forces last year "to bomb a residential compound in Gaza housing UK charity Medical Aid for Palestinians, injuring four British doctors" and that "F-35s have also been used to commit war crimes in Gaza, including an airstrike on a designated safe zone which killed 90 people";

(iii) "In addition to supplying parts for the M-346 Lavi, Moog has contributed to the global F-35 programme";

(iv) "Moog has sent at least ten shipments to Hatzerim airbase since December 2024"; and

(v) Specifically, the First Claimant had "sent at least ten shipments to Israel's Hatzerim airbase since December", and "was on the most recent list of UK-based companies which have received arms export licences for the international F-35 programme."

22. The First Claimant is also identified on the Campaign Against Arms Trade ("CAAT") website as a company which makes components for F-35s and as a company which holds an "Israeli military export licence". A search for "Moog" on the CAAT website identifies the addresses of two of the Moog Sites.

23. In the early hours of Tuesday 26th August 2025, the Sixth, Seventh, Eighth and Ninth Defendants, ~~four individuals~~ who claimed~~ing~~ to be associated with a group called "Palestinian Martyrs for Justice", 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 to the site. Thereafter, they climbed onto the roof of the main building, causing significant damage to the building and solar panels installed upon its roof and considerable disruption to the First Claimant's business operations.

24. By reason of the foregoing facts and matters, some or all of the Moog Sites are highly likely to be the subject of unlawful direct action; and, further or alternatively, the Claimants reasonably so apprehend.

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CAUSES OF ACTION

25. The Claimants apprehend that, unless restrained by the Court, persons unknown having sympathies for causes similar to those espoused by (among others) Palestine Action, and the Sixth to Ninth Defendants, will conduct themselves in such a way as to amount to trespass and/or nuisance at one or more or all of the Moog Sites.

26. Members of the public have no consent or permission to enter upon the Moog Sites. The Claimants have not given any permission, consent or licence to any person to enter onto the Moog Sites other than in connection with the lawful operation of those sites and, in respect of the Wolverhampton Site, for the exercise of the rights to Centrica under the Airspace Lease. In particular, the Claimants have not given any permission, consent or licence to members of the public to enter onto the Moog Sites for the purpose of protest, direct action or other protest activity whether associated with the causes espoused by (among others) Palestine Action or otherwise. Nor have they given any permission, consent or licence to the Sixth to Ninth Defendants to enter onto the Moog Sites for any purpose whether individually or collectively.

27. Accordingly:

    (i) entry onto, occupation of, or remaining on the Moog Sites, or any of them; or

    (ii) climbing, 'locking on' (by whatever means) to any part thereof, causing damage such as by smashing of windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything; or

    (iii) in respect of the Wolverhampton Site and the Tewkesbury Aircraft Site (which are enclosed by their own fences) the climbing, cutting or spray-painting of, the "locking on" to (by whatever means) or pouring, depositing, throwing, or affixing anything to the fencing surrounding those sites,

    would therefore constitute a trespass, which the Claimants are entitled to injunctive relief to restrain.

28. Further, the Claimants seek injunctive relief to restrain:

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(i) The obstruction or interference, or attempted obstruction or interference, of access to or egress from the Moog Sites, with or without vehicles, by the Claimants, their agents, employees, contractors, customers, suppliers or other licensees; and

(ii) the interference with any of the services serving the Moog Sites, including but not limited to water and/or sewerage pipes.

Any such interference would constitute a trespass, alternatively a nuisance and the relief sought is necessary and proportionate in order to give effective protection to the Claimants' rights as landowners in respect of the Moog Sites.

29. The Second Claimant also seeks injunctive relief in respect of the area shown shaded and hatched blue on Plan 2, being (i) the strip of land separating the Units and (ii) ~~the car parking spaces and loading bays adjoining Unit C which is used with to access~~ parking areas and loading bays used with the Units. It is not asserted in these proceedings that the Second Claimant is the person entitled to sufficient possession or control of those areas to maintain a cause of action in trespass in relation thereto. However:

(i) the relief claimed in relation the areas shown shaded and hatched blue on Plan 2 is no more than is necessary and proportionate in order to give effective protection to its rights as landowner to restrain trespass on the Luton Site;

(ii) further or alternatively, such relief is required in order to restrain acts of nuisance, or threatened nuisance, within the areas shaded and hatched blue which would interfere with the Second Claimant's use and enjoyment of the Luton Site or which would threaten to do so.

30. On the like basis, the Third Claimant also seeks injunctive relief in respect of the areas shown shaded and hatched blue on Plan 3, being the estate road and/or circulation spaces/forecourt/additional car parking spaces separating the warehouse units from the demised car parking spaces within the Reading Site.

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HUMAN RIGHTS

31. Reliance by the Defendants on ~~of~~ rights of freedom of expression and / assembly under Articles 10 and/or 11 of the European Convention of Human Rights would not provide a defence in the particular circumstances of this case.

THE RELIEF SOUGHT

32. The Claimant<u>s</u> therefore seek~~s~~ the following Orders:

(i) An order restraining the First<u>, Sixth, Seventh, Eighth and Ninth</u> Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged red on Plan 1 being the Wolverhampton Site which for the avoidance of doubt includes the perimeter gates and fencing (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Wolverhampton Site, with or without vehicles, by the First Claimant, its agents, employees, contractors, customers, suppliers, or other licencees.

(ii) An order restraining the Second, <u>Sixth, Seventh, Eighth and Ninth</u> Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged yellow on Plan 2 being the Luton Site (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

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(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Luton Site, with or without vehicles, by the Second Claimant, its agents, employees, contractors, customers, suppliers or other licencees.

(iii) An order restraining the Third, Sixth, Seventh, Eighth and Ninth Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged yellow on Plan 3 being the Reading Site (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Reading Site, with or without vehicles, by the Third Claimant, its agents, employees, contractors, customers, suppliers or other licencees.

(iv) An order restraining the Fourth, Sixth, Seventh, Eighth and Ninth Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged red on Plan 4 being the Tewkesbury Aircraft Site which for the avoidance of doubt includes the perimeter gates and fencing (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Tewkesbury Aircraft Site, with or without vehicles, by the Fourth Claimant, its agents, employees, contractors, customers, suppliers or other licencees.

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(v) An order restraining the Fifth, Sixth, Seventh, Eighth and Ninth Defendants from:

(1) entering, occupying or remaining upon or damaging the land and premises shown edged red on Plan 5 being the Tewkesbury Industrial Site (including by climbing, breaking windows or external equipment, spray-painting, pouring, depositing, throwing or affixing anything, or 'locking on' to any part thereof by whatever means);

(2) obstructing or interfering with or attempting to obstruct or interfere with access to or egress from the Tewkesbury Industrial Site, with or without vehicles, by the Fourth Claimant, its agents, employees, contractors, customers, suppliers or other licencees.

(vi) An order restraining the Defendants from interfering or attempting to interfere with services serving the Moog Sites including, but not limited to, water and/or sewerage pipes;

(vii) Further or other relief as the Court sees fit; and

(viii) Costs.

I believe that the facts stated in this Re-Re-Amended Particulars of Claim 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 by:
Signed .....
92C7F87347624E7...

Elwira Kelly

DATED this 19th day of November 2026.