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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE GOOGLE PLAY DEVELOPER
ANTITRUST LITIGATION

Case No. 3:20-CV-05792-JD

**[PROPOSED] ORDER GRANTING
DEVELOPER PLAINTIFFS'
MOTION FOR FINAL
SETTLEMENT APPROVAL**

Hon. James Donato

1 This matter has come before the Court to determine whether there is any cause why this
2 Court should not approve the Developer Plaintiffs’ (“Plaintiffs”) settlement with Defendants
3 Google LLC, Google Ireland Ltd., Google Commerce Ltd., Google Asia Pacific Pte. Limited, and
4 Google Payment Corp. (“Google”). The Court, having reviewed Plaintiffs’ Motion for Final
5 Settlement Approval (“Motion”), the Amended Settlement Agreement, the pleadings and other
6 papers on file in this action, the statements of counsel and the parties, and all statements made at
7 the final approval hearing, hereby finds that the Amended Settlement Agreement should be
8 approved. Accordingly, the Court enters this Order of Final Approval.

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

10 1. The Court has jurisdiction over the subject matter of this litigation, and all actions
11 within this litigation (collectively, the “Action”) and over the parties to the Amended Settlement
12 Agreement, including all members of the Settlement Class, as defined below, and Defendant
13 Google.

14 2. For purposes of this Order, except as otherwise set forth herein, the Court
15 incorporates the definitions contained in the Amended Settlement Agreement and Release
16 (“Amended Settlement Agreement”). *See* ECF No. 229-1, Ex. B. The Court hereby finally
17 approves and confirms the settlement set forth in the Amended Settlement Agreement, and finds
18 that said settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class
19 pursuant to Rule 23 of the Federal Rules of Civil Procedure, including with respect to each of the
20 factors enumerated in Rule 23(e)(2).

21 3. The following class (“Settlement Class”) is certified for settlement purposes only,
22 pursuant to Rule 23 of the Federal Rules of Civil Procedure:

23 All former or current U.S. Developers that meet each of the following
24 criteria: (a) sold an application or in-app product (including
25 subscriptions) for a non-zero price between August 17, 2016 and
26 December 31, 2021; (b) paid Google a service fee greater than 15% on
27 at least one such transaction between August 17, 2016 and December
28 31, 2021; and (c) earned Proceeds between U.S. \$0 and U.S.
\$2,000,000.00 through Google Play in every calendar year between
and inclusive of 2016 and 2021. Solely for Settlement Class definition
purposes, the 2016 calendar year shall consist of August 17, 2016

1 through December 31, 2016. Additionally and notwithstanding the
2 foregoing, excluded from the Settlement Class are (a) directors,
3 officers, and employees of Google or its subsidiaries and affiliated
4 companies, as well as Google’s legal representatives, heirs,
5 successors, or assigns; (b) the Court, the Court staff, as well as any
6 appellate court to which this matter is ever assigned and its staff; (c)
7 Defense Counsel, as well as their immediate family members, legal
8 representatives, heirs, successors, or assigns; (d) any Developers who
9 validly request exclusion (“opt out”) from the Settlement Class; and
10 (e) any other individuals or entities whose claims already have been
11 adjudicated to a final judgment.

12 4. The Court finds the prerequisites to a class action under Federal Rule of Civil
13 Procedure 23(a) have been satisfied for settlement purposes only by the Settlement Class in that:

- 14 (a) there are at least tens of thousands of geographically dispersed Settlement
15 Class members, making joinder of all members impracticable;
16 (b) there are questions of law and fact common to the Settlement Class which
17 predominate over individual issues;
18 (c) the claims or defenses of the Class Representatives are typical of the claims
19 or defenses of the Settlement Class;
20 (d) the Class Representatives will fairly and adequately protect the interests of
21 the Settlement Class, and have retained counsel experienced in antitrust class
22 action litigation who have, and will continue to, adequately represent the
23 Settlement Class; and
24 (e) resolution through class settlements is superior to individual settlements.

25 5. The Court finds that this Action may be maintained as a class action under Federal
26 Rule of Civil Procedure 23(b)(3), for settlement purposes only, because: (i) questions of fact and
27 law common to members of the Settlement Class predominate over any questions affecting only
28 the claims of individual members; and (ii) a class action is superior to other available methods for
the fair and efficient adjudication of this controversy.

6. Pursuant to Federal Rule of Civil Procedure 23(g), the Court hereby confirms that
Hagens Berman Sobol Shapiro LLP, Sperling & Slater, LLC, and Hausfeld LLP are appointed as
Settlement Class Counsel, and that the named Plaintiffs, Pure Sweat Basketball, Inc., LittleHoots,

1 LLC, Peekya App Services, Inc., and Scalisco LLC, are appointed to serve as the Class
2 Representatives on behalf of the Settlement Class.

3 7. Plaintiffs' notice of the Settlement to the Settlement Class was the best notice
4 practicable under the circumstances. The notice satisfied due process, provided adequate
5 information to the Settlement Class of all matters relating to the Settlement, and satisfied the
6 requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

7 8. Certain members of the Settlement Class timely and validly requested exclusion
8 from the Settlement Class, and therefore they are excluded from the Settlement Class. These
9 persons and entities are reflected in the attached **Exhibit A** to this order. Such persons and entities
10 are not included in or bound by this Order as it relates to the Settlement for which they opted out.
11 Such persons and entities are not entitled to any recovery of the settlement proceeds obtained
12 through this Settlement.

13 9. Without affecting the finality of this Order in any way, this Court hereby retains
14 continuing, exclusive jurisdiction over the settlement and the Amended Settlement Agreement,
15 including:

- 16 (a) implementation of the settlement and Amended Settlement Agreement;
17 (b) disposition of the Settlement Fund and distribution to members of the
18 Settlement Class pursuant to further orders of this Court;
19 (c) determining service awards and attorneys' fees, costs, expenses, and interest;
20 (d) the Action until Final Judgment contemplated hereby has become effective
21 and each and every act agreed to be performed by the parties all have been
22 performed pursuant to the Amended Settlement Agreement;
23 (e) hearing and ruling on any matters relating to the plan of allocation of
24 settlement proceeds;
25 (f) all parties to the Action and Released Parties, for the purpose of enforcing
26 and administering the Amended Settlement Agreement and the mutual
27 releases and other documents contemplated by, or executed in connection
28 with, the Amended Settlement Agreement; and

1 (g) any other proceedings concerning the administration, interpretation,
2 consummation, and enforcement of this settlement.

3 10. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
4 Procedure, that Final Judgments of Dismissal with prejudice as to Defendant Google
5 (“Judgment”) should be entered forthwith and further finds that there is no just reason for delay in
6 the entry of the Judgment, as a Final Judgment, in accordance with the Amended Settlement
7 Agreement.

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10 **IT IS SO ORDERED.**

11 DATED: _____

12 _____
13 HONORABLE JAMES DONATO
14 UNITED STATES DISTRICT JUDGE

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EXHIBIT A – VALID EXCLUSION REQUESTS

No.	Party
1	Applied Vanilla Studios
2	Granite Nutrition LLC
3	Val-U-Pro Consulting Group
4	Phantomalert Inc.
5	Fotoborn Media
6	Brainstorm Games LLC
7	Seeds Software

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