

If You Are a U.S. Android OS App Developer You Could Get a Payment from a Settlement with Google

Developers who meet all class criteria are entitled to an automatic minimum cash payment of \$250 to amounts estimated to exceed \$200,000.

A court authorized this notice. This is not a solicitation.

A settlement has been reached with Google LLC, Google Ireland Limited, Google Commerce Limited, Google Asia Pacific Pte. Limited, and Google Payment Corp. (“Google”) in an antitrust class action lawsuit about the Google Play store. The lawsuit was brought by U.S. app developers. The lawsuit alleged that Google monopolized (or attempted to monopolize) alleged markets related to the distribution of Android OS apps and in-app products in violation of U.S. and California law. Google denies all allegations and the settlement is not an admission of wrongdoing by Google. Both Plaintiffs and Google agreed to settle this case to move forward, avoid uncertain litigation, and provide support to the developer community.

You may be included in this settlement and entitled to receive a payment if you are or were a U.S. developer of any Android OS application or in-app product (including subscriptions) and satisfy the following criteria:

- (1) Sold an application or in-app product (including subscriptions) for a non-zero price between August 17, 2016 and December 31, 2021;
- (2) Paid Google a service fee greater than 15% on at least one such transaction between August 17, 2016 and December 31, 2021; and
- (3) 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. For this purpose, the 2016 calendar year shall consist of August 17, 2016 through December 31, 2016.

Your legal rights are affected whether you act or don’t act. Read this notice carefully. It addresses each of the following options available to you:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
STAY IN THE CLASS AND RECEIVE PAYMENT DEADLINE: AS SPECIFIED IN DESCRIPTION	<p>If you received an email or mailed notice of this settlement from the Settlement Administrator, that is because Google’s records indicate you may be a member of the Settlement Class. If you take no further action, the Settlement Administrator will attempt to send you a physical check. If you wish to receive a digital payment instead, you must elect that option by May 30, 2023. (<i>See</i> Question 10).</p> <p>If you did not receive an email or mailed notice of this settlement, but believe you are a Settlement Class Member, you must submit a valid Payment Selection Form by May 30, 2023 to receive a payment. (<i>See</i> Question 10).</p>
ASK TO BE EXCLUDED FROM THE SETTLEMENT DEADLINE: APRIL 5, 2023	<p>If you decide to exclude yourself from this settlement, you will lose the ability to obtain a payment from the Settlement Fund. But you may keep the ability to sue Google for claims related to this case. (<i>See</i> Question 17.)</p>

OBJECT TO THE SETTLEMENT DEADLINE: APRIL 5, 2023	If you do not exclude yourself from the settlement, you may still object to it by writing to the Court to explain the basis for your objection. (<i>See</i> Question 20.)
ASK TO SPEAK AT THE HEARING ON APRIL 5, 2023	If you object to the settlement, you may ask the Court for permission to speak at the Final Approval Hearing about your objection. (<i>See</i> Question 24.)
DO NOTHING (NO DEADLINE)	If you take no action you give up your legal right to continue to sue Google for claims related to this case, and, if you received a separate email or mailed notice of this settlement, the Settlement Administrator will attempt to send you a physical check.

These rights and options – **and the deadlines to exercise them** – are explained in this notice.

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BASIC INFORMATION

1. Why was this notice issued?

A federal court authorized this notice because you have a right to know about the proposed settlement of this class action lawsuit and all of your options before the Court decides whether to approve the proposed settlement. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge James Donato of the United States District Court for the Northern District of California (the “Court”) is currently overseeing this case and will decide whether to grant final approval to the settlement. The case is known as *In re Google Play Developer Antitrust Litigation*, Case No. 3:20-cv-05792-JD and is included in the multidistrict litigation called *In re: Google Play Antitrust Litigation*, 3:21-md-02981-JD.

2. What is this lawsuit about?

Plaintiffs filed a lawsuit against Google LLC, Google Ireland Limited, Google Commerce Limited, Google Asia Pacific Pte. Limited, and Google Payment Corp. (“Google”) claiming that Google has monopolized (or attempted to monopolize) alleged markets for Android OS app and in-app-product distribution services in violation of the federal antitrust laws, as well as California antitrust and unfair competition laws. Plaintiffs also alleged that Google unlawfully requires that developers selling apps through the Google Play store use Google’s billing services for in-app purchases, and that this requirement is a “tie” in violation of U.S. and California antitrust laws.

Plaintiffs claimed that Google’s alleged anticompetitive conduct allowed Google to charge supra-competitive service fees to developers on the sale of apps and in-app products.

Google denies all these claims and the settlement is not an admission of wrongdoing by Google.

3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Google. Instead, the Plaintiffs and Google agreed to a settlement. This way, the parties avoid the cost, burden, and uncertainty of litigation. The class representatives and their attorneys think the settlement is best for all Settlement Class Members. Google denies that it did anything wrong and denies that its conduct harmed developers but has agreed to the Settlement to avoid the time, expense, and distraction associated with further litigation. In addition, Google agreed to this Settlement to provide additional support to the Google Play developer community.

WHO IS INCLUDED IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

The Court decided that everyone who fits this description and chooses not to request to be excluded is a member of the **Settlement Class**:

All former or current U.S. developers that meet each of the following criteria: (a) sold an application or in-app product (including subscriptions) for a non-zero price between August 17, 2016 and December 31, 2021; (b) paid Google a service fee greater than 15% on at least one such transaction between August 17, 2016 and December 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 through December 31, 2016.

Excluded from the Settlement Class are (a) directors, officers, and employees of Google or its subsidiaries and affiliated companies, as well as Google's legal representatives, heirs, successors, or assigns; (b) the Court, the Court staff, as well as any appellate court to which this matter is ever assigned and its staff; (c) Defense Counsel, as well as their immediate family members, legal representatives, heirs, successors, or assigns; (d) any Developers who validly request exclusion ("opt out") from the Settlement Class; and (e) any other individuals or entities whose claims already have been adjudicated to a final judgment.

Based on the records obtained by Class Counsel, there are nearly 48,000 potential members of the Settlement Class ("Settlement Class Members"). If you received an email or mailed notice of this settlement, that is because Google's records indicate that you may be a Settlement Class Member and entitled to a payment.

5. What does a "U.S. app developer" mean?

"U.S. Developer" means a Developer that identified the United States as the Developer's country when enabling payments from Google Play.

6. What are Google Play store "Proceeds"?

A developer's Google Play "Proceeds" are its net revenues on Google Play, across all the Developers' accounts collectively, after subtracting any service fee retained by Google.

7. Do I need to calculate my proceeds?

The Google Play proceeds for your developer accounts will be calculated based on Google's records to provisionally confirm that you are eligible to receive a payment from the settlement. To redeem your payment check or elect a digital payment, you must confirm that, to the extent you have multiple accounts, the total proceeds for all your accounts does not exceed \$2,000,000 through the Google Play

store in any 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 through December 31, 2016.

If you are unsure if you are a Settlement Class Member, please visit www.googleplaydevelopersettlement.com, email info@googleplaydevelopersettlement.com, or call (844) 423-3488.

If you did not receive a notice, but think you may be a Settlement Class Member, you can still file a Payment Selection Form to pursue a payment. More information on how to do so is available at www.googleplaydevelopersettlement.com.

THE SETTLEMENT'S BENEFITS

8. What does the settlement provide?

Under the settlement, if approved, Google has agreed to establish a \$90 million settlement fund (the "Settlement Fund"). After deducting any Court-approved attorneys' fees and expenses, service awards, and the costs of settlement administration, the remaining Net Settlement Fund will be available for distribution to Settlement Class Members.

If the Settlement is approved, Google will also do the following:

- Through May 25, 2025, Google shall maintain for U.S. Developers a service fee of no greater than fifteen percent (15%) for the first \$1M of developer earnings each year, pursuant to the terms and conditions of Google Play and subject to program participation requirements.
- For a period of at least three (3) years following final approval of the settlement (the "Final Approval Order"), Google shall continue to allow developers to use contact information obtained in-app (with user consent) to communicate with users out-of-app, including to promote alternatives to Google Play's billing system. In the interest of clarity, Google agrees to modify the Google Play Developer Distribution Agreement (DDA) by eliminating the last sentence of ¶ 4.9, as follows:

You will not engage in any activity with Google Play, including making Your Products available via Google Play, that interferes with, disrupts, damages, or accesses in an unauthorized manner the devices, servers, networks, or other properties or services of any third party including, but not limited to, Google or any Authorized Provider. ~~You may not use user information obtained via Google Play to sell or distribute Products outside of Google Play.~~

Google agrees to implement this modification within three (3) months of the Final Approval Order.

- For a period of at least three (3) years following the public release of Android 12 (October 4, 2021), Google shall, subject to technical requirements published at

[https://developer.android.com/reference/android/content/pm/PackageInstaller.SessionParams#setRequireUserAction\(int\)](https://developer.android.com/reference/android/content/pm/PackageInstaller.SessionParams#setRequireUserAction(int)), maintain in subsequent versions of Android the changes implemented in Android 12 that Google believes made it even easier for people to use other app stores on their mobile devices while being careful not to compromise the safety measures Android has in place. More specifically, Android 12 introduced a new method to allow installer apps to perform app updates without requiring the user to confirm the action. Google considers this aspect of Android 12 to be consistent with Google’s belief and longstanding practice that developers should have a choice in how they distribute their apps and that stores should compete for the user’s and developer’s business. Google also acknowledges that the pendency of this lawsuit was a factor in its decision to invest in this aspect of Android 12.

- For at least two (2) years following the Final Approval Order, Google Play will develop an “Indie Apps Corner” to help spotlight a collection of qualifying independent and small startup developers building high quality and unique apps. The collection would appear on the apps tab on the U.S. homepage and would be refreshed at least quarterly. Developers will be able submit their apps for consideration, and Google will attempt in good faith to identify qualifying apps, based on the following criteria:
 - **Indie app Developer:** team size 1-30 people, and company is self-funded or has a small outside investment.
 - **Quality:** user rating of 4.0 stars or higher
 - **Freshness:** app launched no later than 2 years before submission date
 - **Location:** developer based in the United States
- For a period of at least three (3) years following the Final Approval Order, Google will publish an annual transparency report that, at a minimum, will convey meaningful statistics such as apps removed from Google Play, account termination, and objective information regarding how users interact with Google Play.

9. How much will my payment be?

The Settlement Fund will be distributed to all Settlement Class Members based pro rata on the total amount of service fees they paid Google above the 15% level, with a \$250 minimum payment. **Minimum payments are estimated to range from \$250 to amounts exceeding \$200,000.** Actual payment amounts may be different depending on the size of the Settlement Fund after any court-approved deductions for fees and expenses, service awards, and the costs of settlement administration.

The settlement administrator has sent email and mail notice, where available, to potential Settlement Class members with credentials that Settlement Class Members can use at www.googleplaydevelopersettlement.com to identify their estimated minimum payment amount.

The Settlement Website will also specify the total amount of service fees you paid Google above the 15% level between August 17, 2016 and December 31, 2021. Your estimated payment is based on that service fee total. If you believe the total is incorrect, you must contact the settlement administrator at info@googleplaydevelopersettlement.com or toll-free at (844) 423-3488 by May 30, 2023. The settlement administrator may require additional information and/or documentation from you to calculate your service fee total.

HOW TO GET A PAYMENT

10. How do I get a payment?

If you received a notice by email and/or mail from the Settlement Administrator indicating that you may be a Settlement Class Member, you have two options to receive a payment. If you do nothing, a check will be sent to the individual/entity and address specified in the notice you received. Alternatively, you can receive a digital payment (PayPal, Venmo or virtual prepaid card) instead of a check by electing this option on the Settlement Website (www.googleplaydevelopersettlement.com). To elect a digital payment, or endorse a physical check, you will be required to confirm your membership in the Settlement Class and that you are the current owner, or authorized representative, of the Google Play developer account to which the payment is being directed.

If you did not receive a notice by email and/or mail from the Settlement Administrator indicating that you may be a Settlement Class Member, you can submit a Payment Selection Form online or by mail to demonstrate that you are a Settlement Class Member. You must fill out and complete an accurate Payment Selection Form so that it is received by May 30, 2023. These forms can be found and submitted electronically at www.googleplaydevelopersettlement.com. Settlement Class Members also have the option of downloading a Payment Selection Form and submitting by U.S. mail to: Google Play Developer Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

If your Payment Selection Form is incomplete, contains false information, or is not received by the deadline, you will not be entitled to a payment. The settlement administrator may contact you to request more information to verify that you are a Settlement Class Member.

11. What if I want payment by check, but to a different entity or address?

If you received a notice by email and/or mail from the Settlement Administrator indicating that you may be a Settlement Class Member, that notice will specify the individual/entity and address to which, absent further action, a payment check will be directed. If you believe the recipient or address is incorrect, and that the check should be issued to a different entity or address, you must contact the Settlement Administrator at info@googleplaydevelopersettlement.com or toll-free at (844) 423-3488 by May 30, 2023. The Settlement Administrator may require additional information from you to confirm that the payment is properly addressed to the Settlement Class Member.

12. When will I get a payment?

The Court will hold a hearing at 10 a.m. on May 18, 2023, to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be objections. It is always uncertain whether objections will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed to Settlement Class Members as soon as possible, if and when the Court grants final approval to the settlement and all objections (if any) have been resolved.

Following distribution of the funds from the Settlement Fund to Settlement Class Members, funds remaining from the distribution will be redistributed to Settlement Class Members in a second

distribution. Funds remaining after the second distribution may, with approval of the Court, be redistributed to Code.org.

If you receive a physical check from the first distribution, you will have six months to deposit the check from the date the check is issued. Funds that are not deposited within six months of issuance of the physical check will revert to the settlement fund and you will not receive a payment.

If you elect an electronic distribution but do not provide sufficient information to receive a payment through the selected method, the Settlement Administrator may attempt to contact you to obtain additional information or may send you a paper check to your mailing address, if available. If the Settlement Administrator is unable to contact you and unable to issue a paper check, then the funds will revert to the settlement fund and you will not receive a payment.

Note that the Court may also elect to move the final approval hearing to a different date or time in its sole discretion. The date and time of the final approval hearing can be confirmed at www.googleplaydevelopersettlement.com.

13. What rights am I giving up to get a payment?

Unless you exclude yourself, you will be part of the Settlement Class. If the settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Google related to the subject matter of this lawsuit or the claims released by the settlement agreement. The specific claims you will be releasing are described in more detail in paragraph 13 of the settlement agreement, available at www.googleplaydevelopersettlement.com.

THE LAWYERS REPRESENTING THE CLASS

14. Do I have a lawyer in this case?

The Court appointed the following attorneys and their law firms to represent potential class members as "Class Counsel":

Steve W. Berman
Hagens Berman Sobol Shapiro LLP
1301 Second Ave., Suite 2000
Seattle, WA 98101

Melinda Coolidge
HAUSFELD LLP
888 16th Street N.W., Suite 300
Washington, DC 20006

Eamon P. Kelly
SPERLING & SLATER P.C.
55 W. Monroe, Suite 3200
Chicago, IL 60603

They are experienced in handling similar class action cases. More information about these lawyers, their law firm, and their experience is available at www.hbsslaw.com, www.sperling-law.com, www.hausfeld.com. They believe, after conducting an extensive investigation, that the settlement is fair, reasonable, and in the best interest of the Settlement Class. You will not be charged for these lawyers.

15. How will the lawyers be paid?

Class Counsel attorneys' fees, costs, and expenses will be paid from the Settlement Fund in amounts to be determined and awarded by the Court. The petition for attorneys' fees will seek no more than 30% of the Settlement Fund for Class Counsel, as well as reimbursement of reasonable expenses incurred in connection with prosecuting this case. The Court may award less than the sums requested. Under the settlement, any amounts awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the four class representatives will request service awards of up to \$10,000.00 from the Settlement Fund.

A copy of Class Counsel's Motion for Attorneys' Fees and Expenses and for Named Plaintiff Service Awards will be available at www.googleplaydevelopersettlement.com by March 2, 2023.

16. May I get my own lawyer?

You are not required to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you may hire one at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep any ability to sue Google related to the subject matter of this lawsuit or the claims released by the settlement agreement, and you do not want to receive a payment from this lawsuit, then you must take steps to get out of the settlement. This is called excluding yourself or "opting out" of the settlement.

17. How do I request to be excluded from the settlement?

To exclude yourself from the settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Google Play Store Antitrust Litigation*, Case No. 3:20-cv-05792-JD (N.D. Cal.) settlement. Your letter or request for exclusion must include your name and address, and identify all of your Google Developer Accounts. You must mail or otherwise deliver your exclusion request no later than April 5, 2023, to:

Google Play Developer Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

18. If I exclude myself, can I still get a payment from this settlement?

No. You will not be eligible for any payment from the Settlement Fund if you exclude yourself from the settlement. You can only get a payment if you stay in the Settlement Class.

19. If I exclude myself, can I sue Google for the same claim later?

If you exclude yourself, you may be able to sue Google regarding the subject matter of this lawsuit or the claims released by the Settlement Agreement. If you do not exclude yourself, you give up your right to sue Google related to the subject matter of this lawsuit or the claims released by the settlement agreement.

OBJECTING TO THE SETTLEMENT

20. How do I object?

If you are a Settlement Class Member and have not excluded yourself from the settlement, you can ask the Court to deny approval of the settlement by submitting an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement agreed to by the parties. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must file an objection.

Any objection to the settlement must be in writing. If you submit a timely written objection, you may, but are not required to, participate in the final approval hearing, either in person or through your attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must:

- clearly identify the case name and number (In re *Google Play Developer Antitrust Litigation.*, Case No. 3:20-cv-05792-JD);
- be submitted only to the Court, either by mailing the objection to Clerk of Court, United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, CA, or by filing it in person at any location of the United States District Court for the Northern District of California; and
- must be postmarked or filed on or before April 5, 2023.

21. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you don't like something about the settlement. If you are part of the Settlement Class, you can object to the settlement only if you stay in the Settlement Class (do not exclude yourself). Excluding yourself from the settlement is telling the Court that you don't want to be part of the settlement. If you exclude yourself from the settlement, you cannot object to the settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement, including the potential payments to Settlement Class Members. You may participate and you may ask to speak, but you don't have to do so.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a final approval hearing at 10:00 a.m. on May 18, 2023, at the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website at www.googleplaydevelopersettlement.com to confirm the details.

At this hearing the Court will consider whether to approve the settlement, Class Counsel's request for attorneys' fees and expenses, and the service awards to the named Plaintiffs. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the settlement. The Court's decision may be appealed.

23. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. However, you are welcome to participate in the hearing at your own expense. If you send an objection, you do not have to participate in the hearing. As long as you submitted your written objection on time, to the proper address, the Court will consider it. You may also pay your own lawyer to participate, but that is not necessary.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the final approval hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If the Court gives final approval to the settlement, and you are a Settlement Class Member and you do nothing, you will still give up the rights explained in Question 13, including your right to start a lawsuit or be part of any other lawsuit against Google related to the subject matter of this lawsuit or for claims released by the settlement agreement. If the Settlement Administrator has your contact information from Google's records, it will issue you a physical check directed to the entity/individual and address specified in the email and mailed notice sent to you by the Settlement Administrator.

ADDITIONAL INFORMATION

26. Are more details available?

The notice summarizes the proposed settlement. More details, including the settlement agreement and other related documents, are at www.googleplaydevelopersettlement.com. You may also call toll-free at (844) 423-3488 or write to: Google Play Developer Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Information about the case is also available by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Philip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Inquiries should NOT be directed to the Court. Please do not contact Google for information about the settlement.