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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

**DECLARATION OF LACEY THOMAS
ELLIS IN SUPPORT OF DEVELOPER
PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND SERVICE AWARDS**

1 1. I am the founder and Chief Executive Officer of LittleHoots, LLC, a class
2 representative in the above-captioned matter (the “Class Action”).

3 2. I submit this declaration in support of the Developer Plaintiffs’ Motion for Attorneys’
4 Fees, Reimbursement of Expenses, and Service Awards. This declaration is based on my personal,
5 firsthand knowledge, and if called and sworn as a witness, I could and would testify competently
6 thereto.

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8 3. I previously outlined some of the work I performed as a class representative (ECF No.
9 218-5) and have been asked to elaborate for purposes of the present motion.

10 4. At the outset, I want to emphasize that this is an important lawsuit for Android app
11 developers like myself, and I am proud to have served as a class representative. I did not take this task
12 on lightly. My Android app—a memory-keeping app called “LittleHoots”—is only available in the
13 Google Play store, the largest app store for Android apps. While I strongly support the objectives of
14 this case, I was concerned from the outset that participating in a lawsuit against Google—and being
15 named publicly as a plaintiff—could prompt Google to remove my app or otherwise make it more
16 difficult for me to acquire Android users. I was also concerned that being identified as a plaintiff in
17 such a prominent case might harm my business’s reputation or make it more difficult to partner with
18 other businesses and potential funders. After extensive discussion with my partner and counsel, I
19 concluded that the value of serving as a class representative and pursuing remedies through the lawsuit
20 (both for my business and other Android app developers) was worth the risk. Fortunately, I do not
21 believe Google has taken any retaliatory actions against me or my app in response to my involvement
22 in this case.
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25 5. I understood that serving as a class representative required a serious commitment of
26 time, but the demands of this case exceeded my expectations. In sum, I estimate that I have spent 80
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1 hours working on this case from the date of my first involvement until now. I have not received, and
2 was never promised, any compensation for the time I devoted to this case.

3 6. Prior to being named as a Plaintiff in the lawsuit, I had numerous coordination and fact-
4 gathering meetings with Class Counsel. I understood that Google would be requesting documents and
5 information relating to my app development business, and I took careful steps to make sure all
6 potentially relevant documents and sources of information were preserved and accessible if need be.

7
8 7. Shortly after I was named as a Plaintiff in the Second Amended Coordinated Class
9 Action Complaint, I began to gather documents and information in response to Google's First Set of
10 Requests for Production and First Set of Interrogatories.

11 8. Google served 71 separate document requests in total, and these spanned 18 pages.
12 Taken together, the requests sought virtually all documents relating to my app development business.
13 Several requests targeted detailed financial records, including actual and projected revenue, cost,
14 profitability, and user-acquisition data. Other requests sought strategic and business planning
15 documents. Others sought all my communications with users and other participants in the app
16 economy, on various broad topics.

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18 9. I spent a substantial amount of time working with Class Counsel and a third-party
19 vendor to collect and review materials requested by Google. Many of the financial materials Google
20 requested were stored across multiple locations, and with other parties, and gathering it all was labor
21 intensive. Pulling my email and hard-drive material required imaging my files, and this precluded me
22 from accessing my computer for the bulk of a full workday. I understand that more than 1,300
23 documents and 5,000 pages were produced from my devices and, given the sensitive financial nature
24 of much of the material produced, I reviewed a substantial number of documents before they were
25 produced in the case.
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1 14. In addition to the monetary relief, one valuable aspect of the Agreement is Google's
2 commitment to maintain a service fee rate of no greater than 15% for the first \$1,000,000 in U.S.
3 developer earnings each year through May 25, 2025. This commitment represents a substantial savings
4 for U.S. developers. LittleHoots, for example, has never earned more than \$1,000,000 in annual
5 revenues in the Google Play store. Thus, when Google launched this 15% program in 2021, it had the
6 effect of halving LittleHoots's service fees, reducing them from 30% to 15%. U.S. developers earning
7 more than \$1,000,000 also only pay 15% on the first \$1,000,000 under this program. I understand that
8 Google acknowledges in the Agreement that this lawsuit was one factor behind the program's initial
9 launch, and locking in the program's savings through May 25, 2025 is valuable in its own right. I am
10 proud to have achieved this result for U.S. developers.
11

12 15. Another exciting aspect of the Agreement is Google's commitment to create an "Indie
13 Apps Corner" on the U.S. homepage of the Google Play store, and maintain it for two years after final
14 approval. This feature will spotlight a rotating set of apps created by independent and small startup
15 developers. As a small, independent developer, I can attest to the value of the Indie Apps Corner. One
16 challenge small developers face is getting their apps discovered, and that has been a challenge for
17 LittleHoots in particular. The Indie Apps Corner will improve discoverability, and I believe the
18 opportunity to be spotlighted in the Indie Apps Corner will encourage small and independent
19 developers to continue to innovate quality apps. I am gratified to have contributed to this outcome.
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22 16. From LittleHoots's perspective, another noteworthy aspect of the settlement is
23 Google's commitment to maintain, for at least three years following final approval, features in the
24 Android 12 OS that facilitate auto updates on apps downloaded outside the Google Play store.
25 LittleHoots has updated its Android app on several occasions, and the ability to push auto updates to
26 users is valuable because it ensures that users are utilizing the most recent (and typically most
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1 functional) version of the app. I believe that the ability to auto update apps downloaded from stores
2 other than Google Play will make those stores more attractive distribution outlets for developers.

3 17. In sum, in addition to the monetary recovery, the Settlement will provide substantial
4 benefits to LittleHoots and members of the Settlement Class. LittleHoots fully supports the Settlement.

5 18. I declare under penalty of perjury under the laws of the United States of America that
6 the foregoing is true and correct. Executed on this 20th day of February, 2023, at Prairie Village,
7 Kansas.
8

9
10 DocuSigned by:
Lacey Ellis
317AB73003A44BA
11 _____
Lacey Ellis