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LLC*

**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
PRELIMINARY SETTLEMENT
APPROVAL**

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 Class Plaintiffs’ Motion for
4 Preliminary Approval of the proposed Class Action Settlement with Google. This declaration is
5 based on my personal, firsthand knowledge, and if called and sworn a witness, I could and would
6 testify competently thereto.

7 3. This is an important lawsuit and I am proud to have served as a representative for the
8 proposed class. I devoted significant time and effort to perform my role as a class representative.
9 Among other tasks, I reviewed pleadings and discovery requests, conferring regularly with counsel
10 regarding the subject matter of the lawsuit. I assisted counsel in responding to 71 document
11 requests and 31 interrogatories. I spent substantial time and effort assisting counsel in gathering
12 documents for production. I prepared for and had my deposition taken.

13 4. I understand that the proposed settlement agreement between Google and the proposed
14 Settlement Class (the “Agreement”) includes monetary and non-monetary relief for the benefit of
15 the Settlement Class as more fully set forth in the Agreement. I fully approve the Agreement.

16 5. In addition to the monetary relief, one valuable aspect of the Agreement is Google’s
17 commitment to maintain a service fee rate of no greater than 15% for the first \$1,000,000 in U.S.
18 developer earnings each year through May 25, 2025. This commitment represents a substantial
19 savings for U.S. developers. LittleHoots, for example, has never earned more than \$1,000,000 in
20 annual revenues in the Google Play store. Thus, when Google launched this 15% program in 2021,
21 it had the effect of halving LittleHoots’s service fees, reducing them from 30% to 15%. U.S.
22 developers earning more than \$1,000,000 also only pay 15% on the first \$1,000,000 under this
23 program. I understand that Google acknowledges in the Agreement that this lawsuit was one factor
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1 behind the program’s initial launch, and locking in the program’s savings through May 25, 2025
2 is valuable in its own right. I am proud to have achieved this result for U.S. developers.

3 6. Another exciting aspect of the Agreement is Google’s commitment to create an “Indie
4 Apps Corner” on the U.S. homepage of the Google Play store, and maintain it for two years after
5 final approval. This feature will spotlight a rotating set of apps created by independent and small
6 startup developers. As a small, independent developer, I can attest to the value of the Indie Apps
7 Corner. One challenge small developers face is getting their apps discovered, and that has been a
8 challenge for LittleHoots in particular. The Indie Apps Corner will improve discoverability, and I
9 believe the opportunity to be spotlighted in the Indie Apps Corner will encourage small and
10 independent developers to continue to innovate quality apps. I am gratified to have contributed to
11 this outcome.
12

13 7. From LittleHoots’s perspective, another noteworthy aspect of the settlement is
14 Google’s commitment to maintain, for at least three years following final approval, features in the
15 Android 12 OS that facilitate auto updates on apps downloaded outside the Google Play store.
16 LittleHoots has updated its Android app on several occasions, and the ability to push auto updates
17 to users is valuable because it ensures that users are utilizing the most recent (and typically most
18 functional) version of the app. I believe that the ability to auto update apps downloaded from stores
19 other than Google Play will make those stores more attractive distribution outlets for developers.
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21 8. In sum, in addition to the monetary recovery, the Agreement will provide substantial
22 benefits to LittleHoots and members of the Settlement Class. LittleHoots fully supports the
23 Agreement.
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