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9 *Co-Lead Counsel for the Proposed Class in In re*  
10 *Google Play Developer Antitrust Litigation and*  
11 *Attorneys for Pure Sweat Basketball, Inc.*

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN FRANCISCO DIVISION**

15 **IN RE GOOGLE PLAY DEVELOPER**  
16 **ANTITRUST LITIGATION**

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

**DECLARATION OF RICHARD CZESLAWSKI IN SUPPORT OF DEVELOPER PLAINTIFFS' MOTION FOR PRELIMINARY SETTLEMENT APPROVAL**

1           1.     I am the Chief Operating Officer and President of Pure Sweat Basketball, Inc. (“Pure  
2     Sweat”), a class 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.     In terms of my work on this lawsuit, over the past almost two years, I have invested  
8     significant time and effort to diligently perform my duties as class representative to assist counsel  
9     in prosecuting this case. These efforts included: (1) reviewing the initial complaint, (2) assisting  
10    counsel in responding to a total of 31 interrogatories and 92 requests for production of documents,  
11    (3) producing numerous documents, (4) consulting with counsel regarding the status of the case  
12    and (5) preparing and sitting for a deposition.

13           4.     I am proud of the settlement that has now been reached. The proposed settlement  
14    agreement between Google and the proposed Settlement Class (the “Agreement”) includes  
15    monetary and non-monetary relief for the benefit of the Settlement Class as more fully set forth in  
16    the Agreement.

17           5.     From Pure Sweat’s perspective, in addition to the monetary recovery, one of Google’s  
18    commitments to the Settlement Class in the Agreement is particularly significant: Google’s  
19    commitment to maintain a service fee rate of no greater than fifteen percent (15%) for the first  
20    \$1,000,000 in developer revenue each year through May 25, 2025 (“Reduced Commission”).

21           6.     Google’s commitment to maintain a Reduced Commission through May 25, 2025 gives  
22    Pure Sweat and members of the Settlement Class the substantial direct benefit of a continued  
23    significant 50% reduction in Google’s service fee rate from 30% to 15% for developers’ sales of  
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1 apps and in-app purchases for the first \$1,000,000 in sales for approximately three more years, at  
2 least.

3 7. Google's Reduced Commission for the distribution of apps and in-app content to 15%  
4 is a significant reduction for Pure Sweat and the Settlement Class.

5 8. When Google first announced, on March 16, 2021, that it would be reducing its service  
6 fee rate from 30% to 15% on the first \$1,000,000 in developer revenue, I was very proud of what  
7 we had achieved, because I believed that this pending Class Action was a motivating factor in this  
8 substantial reduction of Google's service fee rates. I am thrilled to know that, through this Class  
9 Action, we were able to secure this reduction for all members of the Settlement Class for  
10 approximately three more years, at least.

11 9. Another noteworthy aspect of the Agreement is Google's commitment to help small  
12 developers through a program called the "Indie Apps Corner" for at least two years following the  
13 final approval of the Agreement. As a small developer myself, I know firsthand how discoverability  
14 challenges impact a small developer's success. The Indie Apps Corner will provide small-app  
15 developers that develop excellent new apps an opportunity to be spotlighted within the Google  
16 Play store. This will provide substantial benefits to small developers who take advantage of the  
17 program and will be available to all members of the Settlement Class who qualify. I am proud to  
18 know that my work in this lawsuit helped secure this program that will make it easier for consumers  
19 to find apps from small developers who distribute new apps through Google Play.

20 10. In sum, in addition to the monetary recovery, the Agreement will provide substantial  
21 benefits to Pure Sweat and members of the Settlement Class, including a commitment by Google  
22 to maintain those benefits for approximately three more years, at least. For these reasons, Pure  
23 Sweat wholeheartedly supports the proposed Class Action Settlement with Google.

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11. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 28<sup>th</sup> day of June, 2022, at Crystal Lake, Illinois.

  
Richard Czeslawski