

**IF YOU PAID FOR AT LEAST ONE RENEWAL TERM OF A GOOGLE SUBSCRIPTION SOLD THROUGH THE GOOGLE PLAY STORE FROM MAY 30, 2014 TO OCTOBER 27, 2019, YOU COULD BE INCLUDED IN THIS CLASS ACTION SETTLEMENT.**

**The Court authorized this notice. You are not being sued. This is not an ad.**

- A proposed settlement (“Settlement”) has been reached in the class action lawsuit filed against Google LLC, resolving claims that Google did not follow all of the disclosure requirements of California’s automatic renewal law, which applies to sales of automatically-renewing subscriptions.
- Google denies all allegations and is entering into this Settlement to avoid burdensome and costly litigation. The Settlement is not an admission of wrongdoing.
- Your legal rights are affected whether you act or don’t act. These rights and options—and **the deadlines to exercise them**—are explained in this notice. **Read this notice carefully.**
- This notice summarizes the Settlement. Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.
- If the Court approves the Settlement, Google will create a \$5,000,000.00 non-reversionary fund from which each participating class member will receive a pro rata share, in the form of Google Play credit distributed to each participating class member, or an electronic payment via PayPal or Zelle if no active Google Play Account is available. The exact amount of each class member’s pro rata share is not yet known, but is likely to be approximately \$5.85. The Court in charge of this case still has to decide whether to approve the Settlement. A credit or payment will only be provided if the Court grants final approval to the Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	<p><b>Participate in this Settlement. Receive benefit. Give up certain rights.</b></p> <p>By doing nothing, you will automatically receive credit for your Google Play Account, or an electronic payment if there is no active Google Play Account available. You will be bound by this Settlement, and you will give up any rights to sue Google separately about the claims resolved by the Settlement.</p>
<b>ASK TO BE EXCLUDED BY MAY 9, 2026</b>	<p><b>Get no benefit from Settlement. Keep certain rights.</b></p> <p>If you ask to be excluded, you will not receive a credit or payment under the Settlement. But, you keep any rights to sue Google separately about the claims in this lawsuit, provided they are timely. Your request to exclude yourself must be postmarked or submitted online by 11:59 p.m. Pacific Time on or before <b>May 9, 2026</b>.</p>
<b>OBJECT TO THE SETTLEMENT BY MAY 9, 2026</b>	<p><b>Write to the Court about why you don’t approve of the Settlement.</b></p> <p>If you wish to object to the Settlement, you cannot exclude yourself from the Settlement. To object, you must submit your written objection to the Court and to the Settlement Administrator no later than 11:59 p.m. Pacific Time on or before <b>May 9, 2026</b>. You may also appear at the Final Approval Hearing to make an oral objection.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice. For complete details, view the Settlement Agreement, available at [www.PlayStoreSubscriptionSettlement.com.com](http://www.PlayStoreSubscriptionSettlement.com.com), or call 833-419-4495.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals of the Court’s order granting final approval are resolved.

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## BASIC INFORMATION

### **1. Why is this notice being provided?**

Judge Beth McGowan of the Superior Court of California, Santa Clara County, authorized this notice because you have a right to know about the proposed Settlement of a class action lawsuit, *Uzair, et al. v. Google LLC*, Case No. 18-CV-328915, and about all of your options before the Court decides whether to approve the Settlement.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are provided by the Settlement, who is eligible for them, and how to get them. If the Court approves the Settlement and after objections and appeals are resolved, if any, then the credits or payments agreed to in the Settlement will be conferred.

### **2. What is this lawsuit about?**

The name of the lawsuit is *Uzair, et al. v. Google LLC*, and it is pending in the Superior Court of the State of California, County of Santa Clara. The lawsuit claims that Google did not follow all of the disclosure requirements of California's automatic renewal law, which applies to sales of automatically-renewing subscriptions. Google denies all allegations of wrongdoing.

### **3. What is a class action?**

In a class action, one or more people called "Class Representatives" sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a "Class." The Court appointed Plaintiff Salvador De La O as the Class Representative. Please see response to Question 5 (below) to determine whether you are part of the Class.

### **4. Why is there a Settlement?**

The Court has not decided in favor of either party. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, participating class members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Google did anything wrong. Google denies all allegations and is entering into this Settlement to avoid burdensome and costly litigation. The Class Representative and his lawyers think the proposed Settlement is best for everyone who is affected.

## WHO IS INCLUDED IN THE SETTLEMENT?

### **5. How do I know if I am part of the Settlement?**

Unless you request to be excluded (see below in Section 9 for instructions), you are a member of the Settlement Class defined as follows: "all persons in California who paid for at least one renewal term of a Google subscription through a Google Play checkout screen (or 'Buy Cart') billed through Google Play billing from May 30, 2014 to October 27, 2019 for personal, family, or household purposes, excluding subscriptions for Google Drive, subscriptions that were cancelled during a free trial, and subscriptions that were fully refunded by Google."

Class Counsel and Google's outside counsel (Wilson Sonsini Goodrich & Rosati), any employees of their firms, any employees of Google, and the judge presiding over this case (as well as Court staff) are excluded from the Settlement Class.

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at [www.PlayStoreSubscriptionSettlement.com](http://www.PlayStoreSubscriptionSettlement.com), call the toll-free number 833-419-4495, or send questions to the Settlement Administrator at *Uzair, et al. v. Google LLC* Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130 or [Admin@PlayStoreSubscriptionSettlement.com](mailto:Admin@PlayStoreSubscriptionSettlement.com). Please do not address any questions about the Settlement to Google, the Clerk of the Court, or the Judge.

### **6. What does the Settlement provide?**

Google has agreed to pay \$5,000,000.00 to create a "Settlement Fund." The Settlement Fund will be used to provide Google Play Account credits or, if there is no active Google Play Account, electronic payments to participating class members (called "Settlement Awards"); Service Awards to the named Plaintiff and Class Representative Salvador De La O and to one of the other named Plaintiffs Angel Chavez as approved by the Court; Attorneys' Fees and Expenses to Class Counsel as approved by the Court; and the costs of administering the Settlement. The Settlement Fund is non-reversionary.

The Settlement Awards will be distributed to participating class members on a pro rata basis. If the Google Play Account is active at the time Settlement Awards are distributed, Google will provide a Google Play credit.

If you do not have an active Google Play Account, then the Settlement Administrator will issue an electronic payment via PayPal or Zelle. If, prior to distribution, the Settlement Administrator determines that an electronic payment cannot be made, the value of that person’s credit will be returned to the Net Settlement Fund and re-distributed to the Settlement Class.

In no event will the Settlement Fund pass back to Google. If there are any funds remaining in the Net Settlement Fund after all Settlement Awards have been distributed, they will be distributed to a non-profit organization approved by the Court.

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

**7. How much will my payment be?**

The amount that you will receive as a Google Play Account credit or, if you do not have an active Google Play Account, via electronic payment, under the Settlement is called your “Settlement Award.” The Settlement Award is calculated by allocating the Net Settlement Fund after deducting any Service Awards to the named Plaintiffs De La O and Chavez as approved by the Court, the Attorneys’ Fees and Expenses to Class Counsel as approved by the Court, and Settlement Administration Expenses as approved by the Court. The amount remaining will be allocated pro rata across all class members who have not opted out of the Settlement.

It is not possible to know at this point exactly how much your Settlement Award will be, since the amount will depend on factors that are not presently known, including the number of class members who ultimately participate in the Settlement and the amounts of any Service Awards and Class Counsel Attorneys’ Fees and Expenses as approved by the Court. However, the parties estimate that each participating class member will receive approximately \$5.85.

**YOUR RIGHTS AND OPTIONS**

You have to decide whether to participate in the Settlement, to ask to be excluded from the Settlement, or to object to the Settlement. You have to decide this on or before May 9, 2026.

**8. What happens if I do nothing at all?**

You don’t have to do anything now if you want to receive a Google Play Account credit or electronic payment from the Settlement. By doing nothing you are staying in the Settlement Class.

If you do nothing, you give up your right to sue Google as part of any other lawsuit about the claims resolved or the facts alleged in this Settlement. The full release language can be found in paragraph 10.2 of the Settlement Agreement, available on the Settlement Website.

If you have questions about the released claims or what they mean, you can talk to the law firms representing the Class listed in Question 13 for free, or you can, at your own expense, talk to your own lawyer.

**HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM**

**9. How do I ask to be excluded from the Settlement?**

If you do not want to participate in the Settlement, you can exclude yourself electronically from (or “opt out” of) the Settlement by using the Exclusion portal found on the website before 11:59 p.m. on May 9, 2026.

You can also opt out by sending a letter by mail to the Settlement Administrator. Your exclusion request must include:

- (a) your full name, address, and email address;
- (b) the name of this case: *Uzair, et al. v. Google LLC*; and
- (c) a clear statement that you do not want to participate in the Settlement.

The request must be submitted online by 11:59 p.m. Pacific Time or postmarked no later than May 9, 2026. You must mail your Exclusion Request to:

*Uzair, et al. v. Google LLC*  
Settlement Administrator  
P.O. Box 301130  
Los Angeles, CA 90030-1130

**10. What happens if I exclude myself from the Settlement?**

If you exclude yourself from the Settlement, you won’t receive a credit or payment from the Settlement Fund, and you cannot object to the Settlement. By excluding yourself, however, you may be able to sue Google about the claims in this lawsuit.

### 11. How do I tell the Court if I do not like the Settlement?

If you're a class member, you can ask the Court to deny approval by submitting an objection. You can't ask the Court to order a larger payment; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement benefits will be conferred and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the Settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, remotely, or through an attorney, provided you comply with the procedures described below.

Although class members may appear in person, the judge overseeing this case encourages remote appearances. Class members who wish to appear remotely should contact Class Counsel at least three days before the hearing if possible. Remote appearance must be made through UDC, unless otherwise arranged with the Court. Please go to <https://santaclara.courts.ca/gov/online-services/remote-hearings> to find the appropriate link. Also, please note that you must register in advance to appear remotely.

All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must:

- (a) clearly identify the case name and number: *Uzair, et al. v. Google LLC*, Case Number 18-CV-328915;
- (b) state your full name, address, email address, and telephone number;
- (c) state the full name, address, telephone number, and email address of your attorney (if any);
- (d) state whether the objection applies only to you or to others as well;
- (e) state with specificity each objection, including the legal and factual arguments supporting the objection; and
- (f) be accompanied by a declaration under penalty of perjury or a sworn affidavit attesting that you are a member of the Settlement Class.

Your written objection must be: (a) submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, CA 95113, or by filing in person at the same location; *and* (b) also mailed or emailed to the Settlement Administrator at: *Uzair, et al. v. Google LLC* Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130 or [admin@PlayStoreSubscriptionSettlement.com](mailto:admin@PlayStoreSubscriptionSettlement.com).

Your written objection must be filed and/or emailed by 11:59 p.m. Pacific Time on May 9, 2026 or postmarked no later than May 9, 2026.

### 12. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not want the Settlement to go through for the entire Settlement Class because you do not like something about it. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

## THE ATTORNEYS REPRESENTING YOU

### 13. Do I have an attorney in this case?

The Court appointed Plaintiff Salvador De La O as Class Representative and the following attorneys as Class Counsel to represent all members of the Settlement Class:

Laura L. Ho James Kan Katharine Trabucco Dardarian Ho Kan & Lee 155 Grant Avenue, Suite 900 Oakland, CA 94612	Julian Hammond Polina Brandler Ari Cherniak Hammond Law, P.C. 1201 Pacific Avenue, Suite 600 Tacoma, WA 98402
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You may contact Class Counsel by sending an email to [GooglePlayARL@dhkl.law](mailto:GooglePlayARL@dhkl.law) and [info@hammondlawpc.com](mailto:info@hammondlawpc.com) or calling 877-290-7905 or 310-807-1666.

### 14. Should I get my own attorney?

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you will have to pay that attorney. If you hire your own attorney, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

### **15. What attorneys' fees and costs are involved?**

Class Counsel intend to request up to \$2,250,000.00 for reasonable attorneys' fees and up to \$180,000.00 for reimbursement of reasonable, actual out-of-pocket expenses incurred in the litigation, subject to Court approval. Class Counsel has worked for nearly eight years on this case without compensation, and have paid approximately \$180,000.00 out of their pockets for the costs of prosecuting this case. The fees and expenses awarded by the Court will be paid out of the Settlement Fund.

Class Counsel also will request the Court to approve Service Awards to be paid from the Settlement Fund, as follows: (a) up to \$5,000.00 to the named Plaintiff and Class Representative Salvador De La O for his service as a representative on behalf of the Class, including sitting for a deposition, providing written answers and documents in response to Google's discovery questions and requests, and being prepared to attend trial in 2026; and (b) up to \$2,500.00 to the named Plaintiff Angel Chavez, who, although not appointed as a Class Representative, is a Settlement class member and contributed to the prosecution of the case by sitting for a deposition and providing written answers and documents in response to Google's discovery questions and requests and, absent settlement, has a right to appeal the court's decision not to appoint him as a Class Representative. All applications for attorneys' fees and costs and Service Awards are subject to Court approval.

### **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

### **16. When and where will the Court decide whether to approve the Settlement?**

The Court has scheduled a Final Approval Hearing on July 23, 2026, at the Superior Court of California for the County of Santa Clara, 191 N. First Street, San Jose, California 95113, Department 22. The hearing may be moved to a different date or time without additional notice, so you may check [www.PlayStoreSubscriptionSettlement.com](http://www.PlayStoreSubscriptionSettlement.com) for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for reasonable attorneys' fees and expenses and for Service Awards to the named Plaintiffs. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

### **17. Do I have to attend the meeting?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time, to the proper location or address, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

### **GETTING MORE INFORMATION**

### **18. Are more details available?**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court and is also available on the Settlement Website maintained by the Settlement Administrator at [www.PlayStoreSubscriptionSettlement.com](http://www.PlayStoreSubscriptionSettlement.com).

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at [www.scefiling.org](http://www.scefiling.org); or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures; or (c), or you may contact Class Counsel or the Settlement Administrator.

If you have any questions, you may also call Class Counsel listed above or contact the Settlement Administrator at 833-419-4495. Refer to the "*Uzair, et al. v. Google LLC*" case. Certain case documents, including the Settlement Agreement, will be available here: [www.PlayStoreSubscriptionSettlement.com](http://www.PlayStoreSubscriptionSettlement.com).

**PLEASE DO NOT CALL THE COURT OR DEFENDANT'S COUNSEL  
FOR INFORMATION REGARDING THIS MATTER.**