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Amended Settlement Agreement and Release

Subject to the approval of the Court, this Amended Settlement Agreement and Release (“Amended Settlement Agreement”) amends, modifies, and supersedes the Settlement Agreement and Release (as defined herein). The Parties, by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Amended Settlement Agreement, hereby warrant, represent, acknowledge, covenant, stipulate and agree, subject to Court approval pursuant to Rule 23 of the Federal Rules of Civil Procedure, as follows:

1. Definitions

As used herein the following terms have the meanings set forth below:

1.1 “Action” means *In re Google Play Developer Antitrust Litigation*, Case No. 3:20-cv-05792-JD, pending in the Northern District of California, coordinated with other actions as part of MDL No. 2981, and previously captioned *Pure Sweat Basketball, Inc. v. Google LLC*, as well as any actions consolidated by the Court with *In re Google Play Developer Antitrust Litigation*, including *Peekya Services, Inc. v. Google LLC*, 3:20-cv-06772.

1.2 “Affiliates,” with respect to a Party, shall mean (i) all entities now or in the future controlling, controlled by or under common control with that party; (ii) all entities in the past controlling, controlled by or under common control with that party, for the period of time that such control exists or existed; and (iii) predecessors, successors or successors in interest thereof, including all entities formed or acquired by that party in the future that come to be controlled by that party. For purposes of this definition, “control” means possession directly or indirectly of the power to direct or cause the direction of management or policies of a company or entity through the ownership of voting securities, contract, or otherwise, and “entities” includes all persons, companies, partnerships, corporations, associations, organizations, and other entities.

1 1.3 “Attorneys’ Fees and Expenses” means any attorneys’ fees, costs, and expenses of
2 any kind or description incurred by Class Counsel or other attorneys, experts, consultants, or
3 agents of the Plaintiffs or the Settlement Class.

4 1.4 “Claim Form” means documents or forms, in a form mutually agreeable to the
5 parties and attached as an exhibit to the Renewed Motion for Preliminary Approval, that
6 Settlement Class Members may submit to make a claim pursuant to this Amended Settlement
7 Agreement.

8 1.5 “Class Counsel” means the law firms of Hagens Berman Sobol Shapiro LLP,
9 Sperling & Slater, P.C., and Hausfeld LLP, which has any and all authority and capacity necessary
10 to execute this Amended Settlement Agreement and bind all of the Plaintiffs who have not
11 personally signed this Settlement Agreement, as if each of those individuals had personally
12 executed this Amended Settlement Agreement.

13 1.6 “Console Notice” means notice of this Amended Settlement Agreement, in a form
14 mutually agreeable to the Parties, that Google will provide to Settlement Class Members via the
15 Google Play Console and that shall cause corresponding emails to be sent to the email addresses
16 associated with Settlement Class Members’ Google Play Developer accounts. It is the intent of
17 the Parties that Console Notice shall be a supplement to, and not a replacement for, Notice and
18 Summary Notice, and that Console Notice shall be simple in form and direct Settlement Class
19 Members to the Settlement Website for additional information.

20 1.7 “Court” means The United States District Court for the Northern District of
21 California.

22 1.8 “Defense Counsel” means the law firms of Munger, Tolles & Olson LLP; Morgan,
23 Lewis & Bockius LLP; O’Melveny & Myers LLP; Hogan Lovells; and Kwun Bhansali Lazarus
24 LLP.

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1 1.9 “Developer” means a person or entity who has accepted Google’s Developer
2 Distribution Agreement (“DDA”). A “U.S. Developer” means a Developer that identified the
3 United States as the Developer’s country when enabling payments from Google Play.

4 1.10 “Effective Date” means the first business day after which all of the following
5 events and conditions of this Amended Settlement Agreement have been met or occurred:

6 (a) Google, Class Counsel, and Defense Counsel have executed this Amended Settlement
7 Agreement; and

8 (b) The Final Approval Order has become a final, non-appealable judgment approving the
9 Amended Settlement Agreement in all respects and is no longer subject to review,
10 reconsideration, rehearing, appeal, petition for permission to appeal, petition for writ of
11 certiorari, or any other appellate review of any kind.

12 1.11 “Final Approval Order” means a final judgment and order entered by the Court
13 approving the Amended Settlement Agreement under Rule 23(e) of the Federal Rules of Civil
14 Procedure and dismissing the Action with prejudice and without costs (except as specified in this
15 Amended Settlement Agreement).

16 1.12 “Final Judgment” means a final judgment and dismissal of the Action with
17 prejudice.

18 1.13 “Forms of Notice” means any material that will be sent or disseminated to the
19 Settlement Class by the Settlement Administrator to notify the Settlement Class of this Settlement,
20 the process for receiving payments or submitting claims, and how to opt out or object to the
21 Settlement, including but not limited to the Notice, Summary Notice, Console Notice, the Claim
22 Form, the Settlement Website and the domain name for the Settlement Website, the content of any
23 media, social media, or advertising campaign, and the script of any outbound telephone notice.

1 1.14 “Google” means Google LLC, Google Ireland Limited, Google Commerce
2 Limited, Google Asia Pacific Pte. Limited, and Google Payment Corp.

3 1.15 “Google Play” means the app store operated by Google.

4 1.16 “Google Play Console” means the online platform that Google provides to
5 Developers to publish and manage their apps in the Google Play store.

6 1.17 “Notice” means the notice of this Amended Settlement Agreement in a form
7 mutually agreeable to the Parties, to be attached as an exhibit to the Renewed Motion for
8 Preliminary Approval and disseminated to Settlement Class Members in accordance with this
9 Settlement Agreement.

10 1.18 “Notice Date” means the date set forth in the Preliminary Approval Order for
11 commencing the transmission of the Summary Notice.

12 1.19 “Parties” means Google and the Plaintiffs, individually and on behalf of the
13 Settlement Class.

14 1.20 “Net Settlement Fund” means the Settlement Fund, reduced by the sum of the
15 following amounts: (1) the costs of notice and the costs of administering the Settlement, as set
16 forth in Section 7.1 below; (2) any Attorneys’ Fees and Expenses awarded by the Court, as set
17 forth in Section 12 below; (3) any Service Awards provided to Plaintiffs with the authorization of
18 the Court.

19 1.21 “Plaintiffs” means Pure Sweat Basketball, Inc.; Peekya App Services, Inc.;
20 LittleHoots, LLC; and Scalisco LLC d/b/a Rescue Pets.

21 1.22 “Preliminary Approval Order” means an order preliminarily approving the
22 Amended Settlement Agreement, providing for notice to the Settlement Class, and preliminarily
23 approving a proposed disposition of the Settlement Fund.

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1 1.23 “Proceeds” means a Developer’s net revenues on Google Play across all the
2 Developer’s accounts collectively, after subtracting any service fee retained by Google.

3 1.24 “Released Parties” means (a) Alphabet Inc. and Google; (b) the past, present, and
4 future parents, subsidiaries, Affiliates, divisions, joint ventures, licensees, or franchisees of the
5 entities in part (a) of this paragraph; (c) the past, present, and future shareholders, officers,
6 directors, members, agents, employees, independent contractors, consultants, administrators,
7 representatives, fiduciaries, insurers, predecessors, successors, and assigns of any of the entities in
8 parts (a) - (b) of this paragraph.

9 1.25 “Renewed Motion for Preliminary Approval” means a renewed motion asking this
10 Court to issue a Preliminary Approval Order. The Renewed Motion for Preliminary Approval will
11 supersede Developer Plaintiffs’ Motion for Preliminary Settlement Approval, ECF No. 218 (June
12 30, 2022), which was terminated by Order of the Court dated September 2, 2022.

13 1.26 “Service Award” means a payment from the Settlement Fund to any or all of the
14 Plaintiffs, in an amount not to exceed \$10,000 and approved by the Court, in recognition of their
15 service in prosecuting this action as developer businesses, exclusive of any other payments to
16 which they might be entitled under this Amended Settlement Agreement, if approved by the
17 Court. Google reserves all rights to object to any Service Award or the amount of any Service
18 Award requested for any or all of the Plaintiffs.

19 1.27 “Settlement” or “Amended Settlement Agreement” means the amended settlement
20 agreement and release described in this document.

21 1.28 “Settlement Agreement and Release” means the settlement agreement and release
22 previously executed by the Parties, and submitted for preliminary approval on June 30, 2022 (ECF
23 No. 218-1 at Exhibit B). The Settlement Agreement and Release is superseded by this Amended
24 Settlement Agreement.

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1 1.29 “Settlement Administrator” means Angeion Group (“Angeion”), or another firm
2 agreed to by the Parties, subject to approval by the Court, which shall provide settlement notice
3 and administration services pursuant to the terms of this Amended Settlement Agreement.

4 1.30 “Settlement Class” means all former or current U.S. Developers that meet each of
5 the following criteria: (a) sold an application or in-app product (including subscriptions) for a non-
6 zero price between August 17, 2016 and December 31, 2021; (b) paid Google a service fee greater
7 than 15% on at least one such transaction between August 17, 2016 and December 31, 2021; and
8 (c) earned Proceeds between U.S. \$0 and U.S. \$2,000,000.00 through Google Play in every
9 calendar year between and inclusive of 2016 and 2021. Solely for Settlement Class definition
10 purposes, the 2016 calendar year shall consist of August 17, 2016 through December 31, 2016.

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

18 1.31 “Settlement Class Member” means and includes every member of the Settlement
19 Class who does not validly and timely request exclusion (“opt out”) from the Settlement Class.

20 1.32 “Settlement Fund” means the fund administered by the Settlement Administrator as
21 described in Section 5.1.

22 1.33 “Settlement Website” means a website hosted at
23 <http://www.googleplaydevelopersettlement.com>, and created and maintained by the Settlement
24 Administrator for the purpose of providing the Settlement Class with notice of the Settlement.

1 1.34 “Summary Notice” means a summary of the Notice, in a form mutually agreeable
2 to the parties, that is sent to potential Settlement Class Members by U.S. Mail or electronic mail.

3 **2. Recitals**

4 This Agreement is made for the following purposes and with reference to the following
5 facts:

6 2.1 On August 17, 2020, Pure Sweat Basketball, Inc., filed a complaint in the Action in
7 the United States District Court for the Northern District of California. On September 29, 2020,
8 Peekya Services, Inc. filed a complaint in the United States District Court for the Northern District
9 of California. On November 20, 2020, the Court consolidated into the Action the case filed by
10 Peekya Services, Inc. Order re Consolidation, *In re Google Play Developer Antitrust Litigation*,
11 No. 3:20-cv-05792-JD, ECF No. 33 (Nov. 20, 2020).

12 2.2 On October 21, 2020, Pure Sweat Basketball, Inc., and Peekya Services, Inc. filed a
13 Consolidated Class Action Complaint. The Consolidated Class Action Complaint alleged that
14 Google had monopolized and attempted to monopolize a U.S. Android app distribution market in
15 violation of 15 U.S.C. § 2; that Google had monopolized and attempted to monopolize a U.S.
16 market for Android in-app payment processing services in violation of 15 U.S.C. § 2; that
17 Google’s contracts with app developers with respect to in-app payments are unlawful restraints of
18 trade that violate 15 U.S.C. § 1 and 3; that Google unlawfully tied distribution services for Google
19 Play to its in-app payment processor, Google Play Billing, in violation of 15 U.S.C. § 1 and 3; and
20 that Google’s conduct violated Section 17200 of the California Business and Professions Code.
21 The Consolidated Class Action Complaint sought damages and injunctive relief.

22 2.3 On November 13, 2020, Google filed a motion to dismiss the Consolidated Class
23 Action Complaint. Before that motion could be decided, Pure Sweat Basketball, Inc., and Peekya
24 Services, Inc., filed a First Amended Consolidated Class Action Complaint on August 30, 2021.

1 2.4 On January 21, 2022, Plaintiffs filed a Second Amended Consolidated Class Action
2 Complaint, which, among other things, made certain changes to the markets alleged by Plaintiffs.

3 2.5 The Parties engaged in extensive discovery in the Action, which was coordinated
4 with *Epic Games, Inc. v. Google LLC*, No. 3:20-cv-5671-JD; *In re Google Play Consumer*
5 *Antitrust Litigation*, No. 3:20-cv-5761-JD; and *State of Utah et al. v. Google LLC et al.*, No. 3:21-
6 cv-05227-JD. To date, Google has produced over 21 million pages of documents, and the parties
7 in the Action and coordinated MDL proceedings collectively deposited approximately 84
8 individuals, not including experts. On February 28, 2022, Plaintiffs served class certification
9 expert reports from four experts, and on March 31, 2022, Google served class certification expert
10 reports from two experts. Plaintiffs served reply expert reports on April 25, 2022.

11 2.6 On March 16, 2021, Google announced that it was reducing (effective July 1, 2021)
12 the service fee Google Play receives when a developer sells digital goods or services to fifteen
13 percent (15%) for the first \$1,000,000 of developer earnings each year. According to Google, this
14 announcement reflected a competitive response to Apple's Small Business Program and was
15 designed to help boost developer success on Google Play. Google also acknowledges that the
16 pendency of this lawsuit was a factor in its decision to announce this service fee reduction.

17 2.7 On October 4, 2021, Google released Android 12, an updated version of the
18 Android operating system. Google had previously announced, in September 2020, that Android
19 12 would include certain changes Google believes make it even easier for people to use other app
20 stores on their mobile devices while being careful not to compromise the safety measures Android
21 has in place. More specifically, Android 12 introduced a new method to allow installer apps to
22 perform app updates without requiring the user to confirm the action. Google considers this
23 aspect of Android 12 to be consistent with Google's belief and longstanding practice that
24 developers should have a choice in how they distribute their apps and that stores should compete
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1 for the user's and developer's business. Google also acknowledges that the pendency of this
2 lawsuit was a factor in its decision to invest in this aspect of Android 12.

3 2.8 The Parties engaged in extensive, arm's-length negotiations over the course of the
4 Action, with the assistance of Professor Eric Green of Resolutions, LLC, a highly experienced and
5 nationally renowned mediator. As a result of these arm's-length negotiations, the Parties reached
6 the Settlement set forth in this Amended Settlement Agreement, which memorializes the Parties'
7 agreement. The Parties intend that this Settlement completely resolve any and all claims that were,
8 or could have been, asserted in the Action on behalf of the Settlement Class. The Parties intend
9 this Amended Settlement Agreement to bind Google, the Plaintiffs, and all other Settlement Class
10 Members.

11 2.9 Google disputes the claims alleged in the Action and believes it has strong defenses
12 to these claims. Google nevertheless has decided to enter into this Settlement to avoid further
13 expense, inconvenience, and the distraction of burdensome and costly litigation; to obtain the
14 releases, orders, and judgment contemplated by this Amended Settlement Agreement; and to
15 provide additional support to the Google Play developer community. The Settlement is not an
16 admission of wrongdoing, fault, liability, or damage of any kind. Google disputes that Plaintiffs'
17 claims have merit, that Plaintiffs will be able to certify any class in this Action for litigation
18 purposes, and that Plaintiffs and the putative class would be entitled to any relief.

19 2.10 Class Counsel and the Plaintiffs believe that the claims asserted in the Action have
20 merit and have examined and considered the benefits to be obtained under this Settlement, the
21 risks associated with the continued prosecution of this complex and potentially time-consuming
22 litigation, and the likelihood of ultimate success on the merits, and have concluded that the
23 Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

24 **3. Confidentiality**

1 3.1 The Parties must comply with all portions of the Stipulated Third Amended
2 Protective Order, ECF No. 211 (May 25, 2022), and any other operative protective orders entered
3 in this Action, including but not limited to Section 15 of the Stipulated Third Amended Protective
4 Order, ECF No. 211 (May 25, 2022), which requires the return, destruction, or deletion of
5 Protected Materials (as defined in that order). For avoidance of doubt, under the Stipulated Third
6 Amended Protective Order, ECF No. 211 (May 25, 2022), “final disposition of the action” refers
7 to the final disposition of all member cases in MDL No. 2981, *In re Google Play Store Antitrust*
8 *Litigation*, No. 21-md-2981-JD. Notwithstanding the above, Class Counsel will comply with, and
9 ensure compliance by Plaintiffs with, Section 15 of the Stipulated Third Amended Protective
10 Order, ECF No. 211 (May 25, 2022), including the 60-day destruction and certification
11 requirements, after the Effective Date.

12 3.2 This Amended Settlement Agreement and its terms shall remain confidential until
13 the Renewed Motion for Preliminary Approval is filed with the Court. Before the filing of that
14 motion, Class Counsel and Defense Counsel may disclose this Amended Settlement Agreement
15 and its terms only to their respective clients and their respective experts, who will also maintain
16 the confidentiality of this Amended Settlement Agreement and its terms.

17 **4. Certification of the Settlement Class**

18 4.1 The Parties stipulate and agree that, subject to Court approval, the Settlement Class
19 should be conditionally certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure
20 solely for purposes of the Settlement embodied in this Amended Settlement Agreement. If, for
21 any reason, this Amended Settlement Agreement is not approved by the Court, the stipulation for
22 certification and all of the agreements contained herein shall be considered null and void as
23 provided in Section 12.6.

1 4.2 Google does not consent to certification of the Settlement Class, or to the propriety
2 of class certification for any purpose, other than to effectuate this Settlement. For the avoidance of
3 doubt, Google does not agree that this, or any, class of Developers could be certified for litigation
4 purposes or that a trial of these claims would be manageable. Google’s agreement to provisional
5 certification for purposes of settlement does not constitute an admission of wrongdoing, fault,
6 liability, or damage of any kind, or that any class certification would be appropriate for litigation
7 or any other purpose other than to effectuate this Settlement.

8 4.3 If for any reason the Effective Date does not occur or this Amended Settlement
9 Agreement is terminated, disapproved by any court (including any appellate court), or not
10 consummated for any reason, the order certifying the Settlement Class for purposes of effectuating
11 the Settlement (and all preliminary and final findings regarding that class certification order) shall
12 be automatically vacated upon notice of the same to the Court. The Action shall then proceed as
13 though the Settlement Class had never been certified pursuant to this Amended Settlement
14 Agreement and such findings had never been made, and the Action shall return to its procedural
15 posture as of May 25, 2022. Additionally, the Parties and their counsel shall not contend that
16 certification (or agreement to certification) of the Settlement Class supports certification of any
17 litigation class if this Amended Settlement Agreement is not consummated and the Action is later
18 litigated and certification is contested by Google under Rule 23 or any equivalent statute or rule.

19 **5. Settlement Consideration**

20 5.1 **Settlement Fund.** In consideration of the releases and dismissals set forth in this
21 Amended Settlement Agreement, subject to Court approval, and subject to the other terms and
22 conditions of this Amended Settlement Agreement, Google shall establish a Settlement Fund as
23 follows:
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1 5.1.1 Within sixty (60) days after a Preliminary Approval Order, Google shall
2 transfer \$1,800,000.00 into an account established by the Settlement Administrator for payment of
3 the costs of settlement administration. Within forty-five (45) days after the Effective Date, Google
4 shall transfer \$88,200,000.00 into an account established by the Settlement Administrator for the
5 Settlement Fund. Google's total financial commitment under this Amended Settlement
6 Agreement shall be \$90,000,000.00, and shall not exceed that sum for any reason including
7 Attorneys' Fees and Expenses, litigation costs, costs of settlement administration and notice, and
8 taxes.

9 5.1.2 The Settlement Administrator shall agree to hold the Settlement Fund in an
10 interest-bearing account and administer the Settlement Fund, subject to the continuing jurisdiction
11 of the Court and from the earliest possible date, as a qualified settlement fund as defined in
12 Treasury Regulation § 1.468B-1 et seq. Any taxes owed by the Settlement Fund shall be paid by
13 the Settlement Administrator out of the Settlement Fund. The interest earned in the Settlement
14 Fund shall be added to the Settlement Fund. Google shall have no liability, obligation, or
15 responsibility with respect to the investment, disbursement, or other administration or oversight of
16 the Settlement Fund.

17 5.1.3 Within thirty (30) days of execution of this Amended Settlement
18 Agreement, the Settlement Administrator will furnish to Defense Counsel adequate payment
19 instructions, consisting of wire transfer instructions, instructions for payment by check, and a
20 completed IRS Form W-9, including an address and tax ID number.

21 5.2 **Conduct Relief.** In consideration of the releases and dismissals set forth in this
22 Amended Settlement Agreement, subject to Court approval, and subject to the other terms and
23 conditions of this Amended Settlement Agreement, Google shall take the following steps.
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1 5.2.1 Through May 25, 2025, Google shall maintain for U.S. Developers a
2 service fee of no greater than fifteen percent (15%) for the first \$1,000,000 of developer earnings
3 each year, pursuant to the terms and conditions of Google Play and subject to program
4 participation requirements.

5 5.2.2 For a period of at least three (3) years following the Final Approval Order,
6 Google shall continue to allow developers to use contact information obtained in-app (with user
7 consent) to communicate with users out-of-app, including to promote alternatives to Google Play's
8 billing system. In the interest of clarity, Google agrees to modify the Google Play Developer
9 Distribution Agreement (DDA) by eliminating the last sentence of ¶ 4.9, as follows:

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

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

18 5.2.3 For a period of at least three (3) years following the public release of
19 Android 12 (October 4, 2021), Google shall, subject to technical requirements published at
20 [https://developer.android.com/reference/android/content/pm/PackageInstaller.SessionParams#setR
21 equireUserAction\(int\)](https://developer.android.com/reference/android/content/pm/PackageInstaller.SessionParams#setRequireUserAction(int)), maintain in subsequent versions of Android the changes implemented in
22 Android 12 that Google believes made it even easier for people to use other app stores on their
23 mobile devices while being careful not to compromise the safety measures Android has in place.
24 More specifically, Android 12 introduced a new method to allow installer apps to perform app

1 updates without requiring the user to confirm the action. Google considers this aspect of Android
2 12 to be consistent with Google’s belief and longstanding practice that developers should have a
3 choice in how they distribute their apps and that stores should compete for the user’s and
4 developer’s business. Google also acknowledges that the pendency of this lawsuit was a factor in
5 its decision to invest in this aspect of Android 12.

6 5.2.4 For at least two (2) years following the Final Approval Order, Google Play
7 will develop an “Indie Apps Corner” to help spotlight a collection of qualifying independent and
8 small startup developers building high quality and unique apps. The collection would appear on
9 the apps tab on the U.S. homepage and would be refreshed at least quarterly. Developers will be
10 able submit their apps for consideration, and Google will attempt in good faith to identify
11 qualifying apps, based on the following criteria:

- 12 ● **Indie app Developer:** team size 1-30 people, and company is self-funded or has a
13 small outside investment.
- 14 ● **Quality:** user rating of 4.0 stars or higher
- 15 ● **Freshness:** app launched no later than 2 years before submission date
- 16 ● **Location:** developer based in the United States

17 5.2.5 For a period of at least three (3) years following the Final Approval Order,
18 Google will publish an annual transparency report that, at a minimum, will convey meaningful
19 statistics such as apps removed from Google Play, account termination, and objective information
20 regarding how users interact with Google Play.

21 5.3 **Covenant Not to Sue.** In light of the conduct and monetary relief afforded by
22 Google pursuant to this Amended Settlement Agreement, the members of the Settlement Class
23 covenant not to sue Google on any claim that was or could have been asserted in the Action.

24 **6. Disposition of Settlement Fund**

1 6.1 **The Settlement Fund shall be applied as follows:**

2 6.1.1 to pay the Settlement Administrator’s costs of notice and the costs of
3 administering the Settlement, as set forth in Section 7.1 below.

4 6.1.2 to pay any approved Attorneys’ Fees and Expenses to Class Counsel as set
5 forth in Section 12 below;

6 6.1.3 to pay any Court-approved Service Awards to Plaintiffs; and

7 6.1.4 to distribute the Net Settlement Fund to Settlement Class Members in
8 accordance with Section 6.2.

9 6.2 **Distribution of the Settlement Fund**

10 6.2.1 After this Amended Settlement Agreement becomes final with the meaning
11 of Section 1.10 (the Effective Date), the Net Settlement Fund shall be distributed as set forth in
12 Sections 6.2.2 through 6.2.4, subject to approval by the Court:

13 6.2.2 **First Round Distribution:** The Net Settlement Fund shall be distributed to
14 Settlement Class Members based pro rata on the total amount of service fees each Settlement
15 Class Member paid to Google at a level above 15%, with a \$250 minimum payment. As provided
16 in Section 7, Settlement Class Members will have the option of electing a digital payment.
17 Settlement Class Members who do not elect a digital payment, but for whom Google maintains a
18 legal address and legal entity name, will be sent a physical check. The Settlement Administrator
19 shall use reasonable efforts to contact Settlement Class Members projected to receive more than
20 \$20,000 from the Settlement Fund to confirm class membership, contact information, and payment
21 instructions. To receive a digital payment or endorse a physical check, Developers will be
22 required to certify membership in the Settlement Class. Any checks not cashed within six months
23 of the date of issuance will expire, and the funds will revert to the Settlement Fund for further
24 distribution.

1 6.2.3 **Potential Second Round Distribution:** If, after the distribution described
2 in Section 6.2.2, the Net Settlement Fund is not fully disbursed to Settlement Class Members
3 (including as a result of uncashed checks), Plaintiffs shall propose to the Court a method for
4 making additional distributions to Settlement Class Members who elected a digital payment or
5 cashed their check. Plaintiffs shall make additional distributions to Settlement Class Members as
6 instructed by the Court.

7 6.2.4 **Potential *Cy Pres* Distribution:** If, after the distributions described in
8 Sections 6.2.2 and 6.2.3, the Net Settlement Fund is not fully disbursed to Settlement Class
9 Members (including as a result of uncashed checks), any remaining funds will be used as a *cy pres*
10 distribution to Code.org.

11 6.3 Following the Effective Date, under no circumstances will there be any
12 reversion of settlement funds to Google.

13 6.4 Plaintiffs and Class Counsel shall be reimbursed and indemnified solely out
14 of the Settlement Fund for all expenses. Google and the Released Parties shall not be liable for any
15 costs, fees, or expenses of any of Plaintiffs' or the Settlement Class's respective attorneys, experts,
16 consultants, advisors, agents, or representatives, but all such costs, fees, and expenses as approved
17 by the Court shall be paid out of the Settlement Fund.

18 **7. Notice and Settlement Administration**

19 7.1 Class Counsel shall seek appointment of a Settlement Administrator as part of the
20 Preliminary Approval Order. Subject to Court approval, the Settlement Administrator shall
21 provide settlement notice and administration services, in accordance with the terms of this
22 Amended Settlement Agreement and as ordered by the Court in the Preliminary Approval Order.
23 As provided in Section 6.1.1, the Settlement Administrators' reasonable costs of notice and the
24 costs of administering the Settlement shall be paid out of the Settlement Fund. Google shall send
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1 Console Notice as provided in Section 7.4.6, but shall not have any further obligation or liability
2 to any person or entity for the administration of the Settlement, receiving and responding to any
3 inquiries from Settlement Class Members, or disbursement of the money in the Settlement Fund.

4 7.2 The Renewed Motion for Preliminary Approval, as contemplated in Section 1.25,
5 shall include a proposed form of, method for, and date of dissemination of Notice. The text of the
6 foregoing shall be agreed upon by Plaintiffs and Google before submission of the Renewed
7 Motion for Preliminary Approval. Google has the right to review and approve all Forms of
8 Notice, including any Forms of Notice proposed by the Settlement Administrator after the
9 Renewed Motion for Preliminary Approval is filed.

10 7.3 Individual notice of the Settlement shall be provided as described in the Renewed
11 Motion for Preliminary Approval and as approved by the Court, with all expenses incurred by the
12 Settlement Administrator paid from the Settlement Fund. The Renewed Motion for Preliminary
13 Approval shall recite and ask the Court to find that the notice program constitutes valid, due, and
14 sufficient notice to the Settlement Class, constitutes the best notice practicable under the
15 circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

16 7.4 The parties agree to propose to the Court at least the following forms and methods
17 of notice to the Settlement Class:

18 7.4.1 A copy of the Notice, together with the Claim Form, the Amended
19 Settlement Agreement, the motions for the Final Approval Order and Final Judgment, and
20 Attorneys' Fees and Expenses, and Court orders pertaining to the Settlement, shall be posted and
21 available for download on the Settlement Website maintained by the Settlement Administrator.

22 7.4.2 The Settlement Administrator shall send a copy of the Summary Notice to
23 the email and physical addresses for Developers who are or reasonably may be members of the
24 Settlement Class. Summary Notice will identify the Settlement Website and advise Settlement
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1 Class Members that they are entitled to a payment. The Summary Notice will provide credentials
2 that Settlement Class Members can input on the Settlement Website to determine their estimated
3 payment amount and elect a digital payment via PayPal, Venmo or virtual prepaid card. The
4 Summary Notice shall also advise Settlement Class members that if they do not elect a digital
5 payment (or opt out), a check will be directed to the Settlement Class Member's legal entity name
6 and legal address, to the extent that information is maintained by Google. The legal entity and
7 legal address will be specified in the Summary Notice and/or on the Settlement Website, and
8 Settlement Class members will have the option to provide corrected information to the Settlement
9 Administrator.

10 7.4.3 To facilitate the distribution of the Summary Notice, within thirty (30) days
11 of the date of execution of the Amended Settlement Agreement, Google shall provide the
12 Settlement Administrator with email addresses, entity names, telephone numbers, and physical
13 addresses, to the extent reasonably available, for the accounts of U.S. Developers who are or
14 reasonably may be members of the Settlement Class, along with transaction data previously
15 produced in this Action regarding service fees paid to Google. Google does not warrant and is not
16 responsible for ensuring the accuracy of this information.

17 7.4.4 The information disclosed to the Settlement Administrator, as described in
18 Section 7.4.3, shall be provided to the Settlement Administrator solely for the purposes of
19 providing notice, processing requests for exclusion, and administering payment. The Settlement
20 Administrator shall take all reasonable steps to ensure that all such information is used solely for
21 the purpose of administering this Settlement.

22 7.4.5 The Settlement Administrator shall commence disseminating notice by the
23 Notice Date. If, despite using best efforts, the Settlement Administrator is unable to commence
24 disseminating notice by the Notice Date, the Settlement Administrator shall inform the parties of
25

1 the status of the dissemination of notice and notify the parties when dissemination of notice has
2 been commenced.

3 7.4.6 Google shall make diligent efforts to commence disseminating Console
4 Notice by the Notice Date. If Google is unable to commence Console Notice by the Notice Date,
5 it shall advise Plaintiffs of the status of its efforts and notify Plaintiffs when Console Notice
6 commences.

7 7.4.7 In addition to the notice required by the Court, the parties may jointly agree
8 to provide additional notice to the members of the Settlement Class, although Class Counsel and
9 Google must both approve any additional notice, and the contents and method of distribution of
10 such notice.

11 7.5 If the notice plan proposed in the Renewed Motion for Preliminary Approval is not
12 approved, or is modified in a material way by the Court, the Parties shall have the right to
13 terminate the Settlement.

14 **8. Claims**

15 8.1 The Settlement Website will contain an optional Claim Form that Developers,
16 including any that do not receive Summary Notice, may complete. The Settlement Administrator
17 may require further information and/or materials from claimants to establish their membership in
18 the Settlement Class and the validity of their claim. Claim Forms shall be submitted to the
19 Settlement Administrator electronically through the Settlement Website or via U.S. mail.

20 8.2 To be valid, Claim Forms must be received by the Settlement Administrator by the
21 date specified in the Renewed Preliminary Approval Order.

22 **9. Process for Opting Out of Settlement**

23 9.1 The Class Notice shall provide a procedure and an opt-out deadline by which
24 members of the Settlement Class may exclude themselves from the Settlement. Any member of
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1 the Settlement Class who does not timely and validly request exclusion shall be a Settlement Class
2 Member and shall be bound by the terms of this Settlement. As soon as practicable after the opt-
3 out deadline, the Settlement Administrator shall provide the Court and the parties with a list of
4 Settlement Class Members who timely and validly requested exclusion from the Settlement.

5 **10. Process for Objections**

6 10.1 The Notice shall provide a procedure whereby Settlement Class Members may
7 object to the Settlement and shall inform Settlement Class Members of the objection deadline.
8 Any objection shall, at a minimum, include: (a) a statement describing such Settlement Class
9 Member's objections to the Settlement and the grounds for such objections; and (b) identifying
10 information sufficient to enable the Settlement Administrator to determine whether the objector is
11 a member of the Settlement Class.

12 **11. Process for Contesting Payment Amount**

13 11.1 The Settlement Website will enable Settlement Class Members to identify both
14 their estimated payment and the total amount of service fees on which the estimated payment
15 amount is based. The Notice shall specify a procedure whereby Settlement Class Members can
16 contest the service fee amount the Settlement Administrator has on record and, upon providing
17 sufficient information, receive a different payment amount from the Settlement Fund.

18 **12. Court Approval**

19 12.1 The parties agree that the Plaintiffs shall submit this Amended Settlement
20 Agreement to the Court and shall apply for entry of the Preliminary Approval Order.

21 12.2 The Parties agree to recommend approval of the Settlement to the Court as fair and
22 reasonable, and to undertake their best efforts to obtain approval of the Settlement. "Best efforts"
23 includes that the Parties may not oppose any application for appellate review by one of the Parties
24 in the event the Court denies preliminary or final approval.

1 12.3 Class Counsel shall draft the Renewed Motion for Preliminary Approval requesting
2 issuance of the Preliminary Approval Order as soon as practicable after execution of this Amended
3 Settlement Agreement, and shall provide that draft to Defense Counsel at least seven (7) days prior
4 to its submission. The Renewed Motion for Preliminary Approval shall be written in a neutral
5 manner that does not contain inflammatory language about the Parties or their perceived conduct
6 in the Action. The Parties shall agree on the form of all exhibits attached to the Renewed Motion
7 for Preliminary Approval, including but not limited to the Forms of Notice.

8 12.4 Not later than ten (10) days after the filing of the Renewed Motion for Preliminary
9 Approval, Google shall provide timely notice of the Settlement as required by the Class Action
10 Fairness Act, 28 U.S.C. § 1711, et seq.

11 12.5 In accordance with the schedule set in the Preliminary Approval Order, Class
12 Counsel shall draft the motion for Final Approval Order and Final Judgment and shall provide that
13 draft to Defense Counsel at least seven (7) days before filing such motion with the Court.

14 12.6 In the event that the Settlement is not approved (following the exhaustion of any
15 appellate review), then (a) this Amended Settlement Agreement shall be null and void and of no
16 force or effect; (b) any payments made to the Settlement Fund or to the Settlement Administrator,
17 including any and all interest earned thereon less monies expended toward settlement
18 administration, shall be returned to Google within ten (10) days from the date the Amended
19 Settlement Agreement becomes null and void; (c) any release shall be of no force or effect; and (d)
20 neither the Amended Settlement Agreement nor any facts concerning its negotiation, discussion,
21 terms, or documentation shall be referred to or used as evidence or for any other purpose
22 whatsoever in the Action or in any other action or proceeding. In such event, the Action will
23 proceed as if no settlement has been attempted, and the Parties shall be returned to their respective
24 procedural postures existing on May 25, 2022, so that the Parties may take such litigation steps
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1 that they otherwise would have been able to take absent the pendency of this Settlement.

2 However, any reversal, vacatur, or modification on appeal of (a) any amount of the Attorneys'
3 Fees and Expenses awarded by the Court to Class Counsel, or (b) any determination by the Court
4 to award less than the amounts requested in Attorneys' Fees and Expenses or Plaintiff Service
5 Awards shall not give rise to any right of termination or otherwise serve as a basis for termination
6 of this Settlement.

7 **13. Attorneys' Fees and Expenses**

8 13.1 Class Counsel may submit an application or applications to the Court for
9 distribution to them from the Settlement Fund of an award of Attorneys' Fees and Expenses
10 incurred in connection with prosecuting the Action and as may be awarded by the Court (the "Fee
11 and Expense Award"). Google reserves the right to object to or oppose a request for Attorneys'
12 Fees and Expenses.

13 13.2 Following Court approval, the Fee and Expense Award shall be paid solely from
14 the Settlement Fund after the Effective Date to an account designated by Class Counsel. Class
15 Counsel has the authority and responsibility to allocate and distribute the awarded funds to other
16 counsel based, in its sole discretion, on counsel's efforts and contributions in the Action, provided
17 that the allocation and distribution is consistent with the Court's order(s) regarding the Fee and
18 Expense Award. Google and Defense Counsel shall have no liability or other responsibility for
19 allocation of any such awarded funds, and, in the event that any dispute arises relating to the
20 allocation of fees or costs, Class Counsel and the Settlement Administrator agree to hold Google
21 and Defense Counsel harmless from any and all such liabilities, costs, and expenses of such
22 dispute.

23 13.3 Google shall not be liable for any additional fees or expenses of the Plaintiffs or
24 any Settlement Class Member in connection with or related to the Action. Class Counsel agree
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1 that they will not seek any additional fees, expenses, or costs from Google in connection with or
2 related to the Action or the settlement of the Action beyond the approved Fee and Expense Award.
3 Google agrees that it will not seek to recover its attorneys' fees, expenses, or costs from the
4 Plaintiffs or Class Counsel once this Amended Settlement Agreement becomes effective pursuant
5 to the Effective Date.

6 13.4 The Court's Fee and Expense Award shall be separate from its determination of
7 whether to approve the Settlement. In the event the Court approves the Settlement but declines to
8 award Class Counsel's Attorneys' Fees and Expenses in the amounts requested by Class Counsel,
9 the Settlement will nevertheless be binding on the Parties.

10 **14. Releases and Dismissal of Action**

11 14.1 As of the Effective Date, the Settlement Class Members and their respective heirs,
12 executors, administrators, representatives, agents, partners, successors, and assigns shall have
13 fully, finally, and forever released, relinquished, and discharged any and all past, present, and
14 future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights and
15 liabilities, that were brought, could have been brought, or arise from the same facts underlying the
16 claims asserted in the Action, known or unknown, recognized now or hereafter, existing or
17 preexisting, expected or unexpected, pursuant to any theory of recovery recognized or available
18 now or hereafter (including, but not limited to, those based in contract or tort, common law or
19 equity, federal, state, territorial, or local law, statute, ordinance, or regulation), against the
20 Released Parties, for any type of relief that can be released as a matter of law, including, without
21 limitation, claims for monetary relief, damages (whether compensatory, consequential, punitive,
22 exemplary, liquidated, and/or statutory), costs, penalties, interest, attorneys' fees, litigation costs,
23 restitution, or equitable relief. As examples only, and without limitation, the Settlement Class
24 Members expressly release any claim, contention, argument, or theory that the service fee charged
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1 by Google on paid downloads or in-app purchases of digital content, including subscriptions,
2 through Google Play, or in apps distributed through Google Play, are supra-competitive, inflated,
3 or otherwise set at unlawful amounts, and any claim, contention, argument, or theory that a policy
4 requiring apps distributed through Google Play to use Google Play's billing system for in-app
5 purchases of digital content (including subscriptions) is unlawful, anti-competitive, or constitutes
6 an unlawful tie. Accordingly, the Settlement shall terminate the Action. Notwithstanding the
7 foregoing, the release shall not include any claims relating to the continued enforcement of the
8 Settlement or the Stipulated Third Amended Protective Order, ECF No. 211 (May 25, 2022), or
9 any other operative protective order in this Action.

10 14.2 As of the Effective Date, the Plaintiffs and their respective heirs, executors,
11 administrators, representatives, agents, partners, successors, and assigns shall have fully, finally,
12 and forever released, relinquished, and discharged any and all past, present, and future claims,
13 actions, demands, causes of action, suits, debts, obligations, damages, rights and liabilities, that
14 were brought, could have been brought, or arise from the same facts underlying the claims
15 asserted in the Action, known or unknown, recognized now or hereafter, existing or preexisting,
16 expected or unexpected, pursuant to any theory of recovery recognized or available now or
17 hereafter (including, but not limited to, those based in contract or tort, common law or equity,
18 federal, state, territorial, or local law, statute, ordinance, or regulation), against the Released
19 Parties, for any type of relief that can be released as a matter of law, including, without limitation,
20 claims for monetary relief, damages (whether compensatory, consequential, punitive, exemplary,
21 liquidated, and/or statutory), costs, penalties, interest, attorneys' fees, litigation costs, restitution,
22 or equitable relief. Notwithstanding the foregoing, the release shall not include any claims relating
23 to the continued enforcement of the Settlement or the Stipulated Third Amended Protective Order,
24 ECF No. 211 (May 25, 2022), or any other operative protective order in this Action.

1 14.3 After entering into this Settlement, the Settlement Class Members and/or Plaintiffs
2 may discover facts other than, different from, or in addition to, those that they know or believe to
3 be true with respect to the claims released by this Settlement, but they intend to release fully,
4 finally and forever any and all such claims. The Settlement Class Members and Plaintiffs
5 expressly agree that, upon the Effective Date, they waive and forever release any and all
6 provisions, rights, and benefits conferred by:

7 (a) Section 1542 of the California Civil Code, which reads:

8 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
9 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
10 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
11 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
12 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
13 **PARTY.**

14 (b) any law of any state, territory, or possession of the United States (or for any non-U.S.
15 entity or person, their respective country, province, or state), or principle of common law,
16 which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

17 14.4 Upon the Effective Date, the Action shall be dismissed with prejudice. Class
18 Counsel shall have the responsibility for ensuring that the Action is dismissed with prejudice in
19 accordance with the terms of this Settlement.

20 14.5 The Court shall retain jurisdiction over this Action to enforce the terms of this
21 Settlement. In the event that any applications for relief are made, such applications shall be made
22 to the Court. To avoid doubt, the Final Judgment applies to and is binding upon the Parties, the
23 Settlement Class Members, and their respective heirs, successors, and assigns.

24 **15. Denial of Liability; Use of Agreement in Future Proceedings**

1 15.1 Google has indicated that, absent this settlement, it intends to vigorously contest
2 each and every claim in the Action, and Google denies all of the material allegations in the Action.
3 Google enters into this Amended Settlement Agreement without in any way acknowledging any
4 fault, liability, or wrongdoing of any kind. Google nevertheless has decided to enter into this
5 Settlement to avoid further expense, inconvenience, and the distraction of burdensome and costly
6 litigation; to obtain the releases, orders, and judgment contemplated by this Amended Settlement
7 Agreement; and to provide additional support to the Google Play developer community.

8 15.2 Neither this Amended Settlement Agreement, nor any of its terms or provisions,
9 nor any of the negotiation or proceedings connected with it, shall be construed as an admission or
10 concession by Google of the truth of any of the allegations in the Action, or of any liability, fault,
11 or wrongdoing of any kind.

12 15.3 To the extent permitted by law, this Amended Settlement Agreement may be
13 pleaded as a full and complete defense to, and may be used as the basis for an injunction against,
14 any action, suit, or other proceeding which may be instituted, prosecuted, or attempted for claims,
15 causes of action, and/or theories of relief covered by the covenant not to sue and/or the releases in
16 this Amended Settlement Agreement.

17 **16. Modification or Termination of the Settlement**

18 16.1 Google may, at its sole discretion, terminate this Amended Settlement
19 Agreement if the number of Developers who seek exclusion from the Settlement Class exceeds ten
20 percent (10%) of the total number of Developers in the Settlement Class.

21 16.2 The terms and provisions of this Amended Settlement Agreement may be amended,
22 modified, or expanded by written agreement of the Parties and approval of the Court; provided,
23 however, that after entry of the Final Approval Order and Final Judgment, the Parties may by
24 written agreement effect such amendments, modifications, or expansions of this Amended
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1 Settlement Agreement and its implementing documents (including all exhibits) without further
2 notice to the Settlement Class or approval by the Court if such changes are consistent with the
3 Court's Final Approval Order and Final Judgment and do not materially alter, reduce, or limit the
4 rights of Settlement Class Members.

5 16.3 If any of the non-monetary terms of this Amended Settlement Agreement are
6 affected by a change in legislation, regulation, law, court or agency order, or any material change
7 in circumstances (e.g., a material change in business model), the Parties agree to meet and confer
8 in good faith regarding an appropriate modification of the Amended Settlement Agreement.

9 16.4 In the event the terms or conditions of this Amended Settlement Agreement, other
10 than terms pertaining to the award and distribution of Attorneys' Fees and Expenses from the
11 Settlement Fund, are materially modified by any court, the Plaintiffs and/or Google may within
12 thirty (30) days of such material modification, declare this Settlement null and void as provided in
13 Section 12.6. For purposes of this paragraph, material modifications include any modifications to
14 the definitions of the Settlement Class, Settlement Class Members, Released Parties, the scope of
15 the releases (as provided in Section 14), and the terms or amount of the Settlement consideration
16 (as provided in Section 5). In the event of any modification by any court, and in the event the
17 Parties do not exercise their options to withdraw from this Settlement, the Parties shall meet and
18 confer within fourteen (14) days of such modification to attempt to reach an agreement as to how
19 best to effectuate the court-ordered modification.

20 16.5 If the Effective Date is not reached, this Amended Settlement Agreement is without
21 prejudice to the rights of any party hereto, and all terms, negotiations, and proceedings connected
22 therewith shall not be deemed or construed to be an admission by any Party or evidence of any
23 kind in this Action or any other action or proceeding.

24 **17. Notices**

1 17.1 All notices to Plaintiffs shall be delivered to:

2 Steve W. Berman
3 Hagens Berman Sobol Shapiro LLP
4 1301 Second Ave., Suite 2000
5 Seattle, WA 98101

6 Eamon P. Kelly
7 Sperling & Slater, P.C.
8 55 W. Monroe Street, 32nd Floor
9 Chicago, IL 60603

10 Melinda R. Coolidge
11 Hausfeld LLP
12 888 16th Street N.W., Suite 300
13 Washington, DC 20006

14 17.2 All notices to Google shall be delivered to:

15 General Counsel
16 Legal Department
17 Google LLC
18 1600 Amphitheatre Parkway
19 Mountain View, CA 94043
20 legal-notices@google.com

21 Glenn Pomerantz
22 Kuruvilla Olasa
23 Munger Tolles & Olson LLP
24 350 South Grand Ave., 50th Floor
25 Los Angeles, CA 90071-3426

Brian Rocca
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower, 28th Floor
San Francisco, CA 94105-1596

17.3 Notice recipients and addresses designated in Section 17 may be changed upon written notice provided to all individuals identified in that Section.

18. Miscellaneous

18.1 This Amended Settlement Agreement may not be modified in any respect except upon the written consent of the Parties.

1 18.2 The undersigned each represent and warrant that each has authority to enter into
2 this Amended Settlement Agreement on behalf of the Party indicated below his or her name.

3 18.3 If, prior to the Effective Date, Class Counsel knows, or has reason to know, of any
4 Plaintiff who intends to exclude himself or herself from the Settlement or who intends to submit
5 an objection to the Settlement, Class Counsel shall promptly notify Defense Counsel within three
6 (3) days. The Parties shall thereafter meet and confer within seven (7) days of such notification to
7 determine whether any modifications to the Settlement, or any other actions or filings, are
8 required.

9 18.4 Class Counsel and the Plaintiffs represent and warrant that they have not assigned
10 or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion
11 thereof or interest therein, including, but not limited to, any interest in the Action or any related
12 action, and they further represent and warrant that they know of no such assignments or transfers
13 on the part of any member of the Settlement Class.

14 18.5 The Parties, together with Class Counsel and Defense Counsel, have jointly
15 participated in the drafting of this Amended Settlement Agreement. No Party hereto shall be
16 considered the drafter of this Amended Settlement Agreement or any provision hereof for the
17 purpose of any statute, case law or rule of interpretation or construction that would or might cause
18 any provision to be construed against the drafter hereof.

19 18.6 As used in this Amended Settlement Agreement, the masculine, feminine, or
20 neutral gender, and the singular or plural wording, shall each be deemed to include the others
21 whenever the context so indicates.

22 18.7 Unless otherwise noted, all references to “days” in this Amended Settlement
23 Agreement shall be to calendar days. In the event any date or deadline set forth in this Amended
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1 Settlement Agreement falls on a weekend or federal legal holiday, such date or deadline shall be
2 on the first business day thereafter that is not a federal legal holiday.

3 18.8 Any and all disputes arising from or related to this Amended Settlement Agreement
4 must be brought by the Parties, Class Counsel, Defense Counsel, and/or members of the
5 Settlement Class exclusively to the Court. The Parties, Class Counsel, Defense Counsel and
6 members of the Settlement Class irrevocably submit to the exclusive and continuing jurisdiction of
7 the Court for any suit, action, proceeding, or dispute arising out of or relating to this Amended
8 Settlement Agreement. All terms of this Amended Settlement Agreement and any suit, action,
9 proceeding, or dispute arising out of or relating to this Amended Settlement Agreement shall be
10 governed by and interpreted according to the substantive laws of the State of California without
11 regard to choice of law or conflicts of laws principles; however, nothing in this Amended
12 Settlement Agreement shall operate as a waiver of any Party's position regarding the applicable
13 law governing the underlying claims at issue in the Action.

14 18.9 Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable
15 extensions of time to carry out any of the provisions of this Amended Settlement Agreement.

16 18.10 Unless otherwise ordered by the Court, all motions, discovery, and other
17 proceedings in the Action shall be stayed until the Court enters the Final Approval Order and Final
18 Judgment, or this Amended Settlement Agreement is otherwise terminated.

19 18.11 Nothing in this Amended Settlement Agreement shall alter or abrogate any prior
20 Court orders entered in the Action.

21 18.12 This Amended Settlement Agreement may be executed in counterparts. Facsimile
22 or PDF signatures shall be considered valid as of the date they bear.

1 18.13 The Parties, together with Class Counsel and Defense Counsel, agree to prepare
2 and execute all documents, to seek Court approvals, to defend Court approvals, and to do all
3 things reasonably necessary to complete the Settlement.

4 18.14 This Amended Settlement Agreement is executed voluntarily by each of the Parties
5 without any duress or undue influence on the part, or on behalf, of any of them. The Parties
6 represent and warrant to each other that they have read and fully understand the provisions of this
7 Amended Settlement Agreement and have relied on the advice and representation of legal counsel
8 of their own choosing.

9 18.15 This Amended Settlement Agreement may be amended or modified only by a
10 written instrument signed by Defense Counsel and Class Counsel and approved by the Court.


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1 **The Parties have agreed to the terms of this Amended Settlement Agreement.**

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Dated: 10/03/22

Named Plaintiffs

By: 

Steve W. Berman
Hagens Berman Sobol Shapiro LLP

By: _____
Eamon P. Kelly
Sperling & Slater P.C.

By: _____
Melinda R. Coolidge
Hausfeld LLP

Dated: _____

Google LLC

By: _____
Name: Renny Hwang
Google LLC

Dated: _____

Google Ireland Ltd.

By: _____
Name: David M. Sneddon
Google Ireland Ltd.

Dated: _____

Google Payment Corp.

By: _____
Name: Robert E. Andreatta
Google Payment Corp.

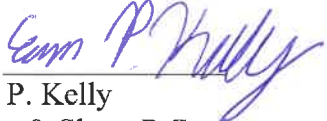
1 **The Parties have agreed to the terms of this Amended Settlement Agreement.**

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Dated: _____

Named Plaintiffs

By: _____
Steve W. Berman
Hagens Berman Sobol Shapiro LLP

By: 
Eamon P. Kelly
Sperling & Slater P.C.
Dated: 10/4/2022

By: _____
Melinda R. Coolidge
Hausfeld LLP

Dated: _____

Google LLC

By: _____
Name: Renny Hwang
Google LLC

Dated: _____

Google Ireland Ltd.

By: _____
Name: David M. Sneddon
Google Ireland Ltd.

Dated: _____

Google Payment Corp.

By: _____
Name: Robert E. Andreatta
Google Payment Corp.

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Dated: October 6, 2022

Named Plaintiffs

By: _____
Steve W. Berman
Hagens Berman Sobol Shapiro LLP

By: _____
Eamon P. Kelly
Sperling & Slater P.C.

By: Melinda R. Coolidge
Melinda R. Coolidge
Hausfeld LLP

Dated: _____

Google LLC

By: _____
Name: Renny Hwang
Google LLC

Dated: _____

Google Ireland Ltd.

By: _____
Name: David M. Sneddon
Google Ireland Ltd.

Dated: _____

Google Payment Corp.

By: _____
Name: Robert E. Andreatta
Google Payment Corp.

1 **The Parties have agreed to the terms of this Amended Settlement Agreement.**

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Dated: _____

Named Plaintiffs

By: _____
Steve W. Berman
Hagens Berman Sobol Shapiro LLP

By: _____
Eamon P. Kelly
Sperling & Slater P.C.

By: _____
Melinda R. Coolidge
Hausfeld LLP

Dated: _____

Google LLC

DocuSigned by:
Renny Hwang

By: _____
Name: Renny Hwang
Google LLC

Dated: _____

Google Ireland Ltd.

By: _____
Name: David M. Sneddon
Google Ireland Ltd.

Dated: _____

Google Payment Corp.

By: _____
Name: Robert E. Andreatta
Google Payment Corp.

1 **The Parties have agreed to the terms of this Amended Settlement Agreement.**

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3 Dated: _____

Named Plaintiffs

4

By: _____
Steve W. Berman
Hagens Berman Sobol Shapiro LLP

5

6

7

By: _____
Eamon P. Kelly
Sperling & Slater P.C.

8

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By: _____
Melinda R. Coolidge
Hausfeld LLP

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15 Dated: _____

Google LLC

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By: _____
Name: Renny Hwang
Google LLC

17

18 05 October 2022

19 Dated: _____

Google Ireland Ltd.

DocuSigned by:
David Sneddon
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By: _____
Name: David M. Sneddon
Google Ireland Ltd.

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22 Dated: _____

Google Payment Corp.

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By: _____
Name: Robert E. Andreatta
Google Payment Corp.

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1 **The Parties have agreed to the terms of this Amended Settlement Agreement.**

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3 Dated: _____

Named Plaintiffs

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By: _____
Steve W. Berman
Hagens Berman Sobol Shapiro LLP

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6

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By: _____
Eamon P. Kelly
Sperling & Slater P.C.

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By: _____
Melinda R. Coolidge
Hausfeld LLP

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15 Dated: _____

Google LLC

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By: _____
Name: Renny Hwang
Google LLC

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18 Dated: _____

Google Ireland Ltd.

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By: _____
Name: David M. Sneddon
Google Ireland Ltd.

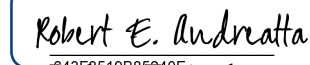
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22 Dated: _____

Google Payment Corp.

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DocuSigned by:
By: 
Name: Robert E. Andreatta
Google Payment Corp.

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Dated: 05 October 2022

Google Commerce Ltd.
DocuSigned by:
David Sneddon
2ED8C403CD574FB...
By: _____
Name: David M. Sneddon
Google Commerce Ltd.

Dated: _____

Google Asia Pacific Pte. Limited
By: _____
Name: Lavanya Swetharanyan
Google Asia Pacific Pte. Limited

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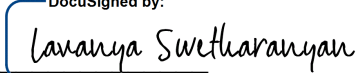
Dated: _____

Google Commerce Ltd.

By: _____
Name: David M. Sneddon
Google Commerce Ltd.

Dated: _____

Google Asia Pacific Pte. Limited

DocuSigned by:
By: 
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