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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement" or the "Agreement") is made and entered into by and between Marco Martinez and Sean Marin ("Plaintiffs" or "Class Representatives"), individually and on behalf of the Settlement Class defined herein, on the one hand, and Express Technologies Ltd. ("Defendant" or "ExpressVPN"), on the other hand (together with Plaintiffs, the "Parties"), and is subject to approval in the action *Sean Marin, et al. v. Express Technologies, Ltd.*, currently pending as Case No. 26CU028651N (the "State Action") before the Superior Court of California, County of San Diego (the "Court").

I. RECITALS

1. WHEREAS, on June 13, 2025, a putative class action was filed by Plaintiff Timothy Millar in the United States District Court for the Central District of California under the caption *Timothy Millar, individually and on behalf of all others similarly situated v. Express Technologies, Ltd.*, No. 8:25-cv-01273 ("Federal Action" and, together with the State Action, the "Actions"), alleging violations of, *inter alia*, California's Automatic Renewal Law, Cal. Bus. & Prof. Code § 17600 *et seq.*; California's False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.*; and California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (Federal Action, ECF No. 1);

2. WHEREAS, on September 12, 2025, the complaint in the Federal Action (the "Original Complaint") was amended to add Marco Martinez as a Plaintiff and to allege violations of California's Consumers Legal Remedies Act, Cal. Civ. Code § 1770 *et seq.* ("CLRA") (*id.*, ECF No. 24) (the "First Amended Complaint");

3. WHEREAS, on October 10, 2025, Defendant filed a Motion to Dismiss the First Amended Complaint Under Federal Rules of Civil Procedure 12(b)(1), (b)(2), and (b)(6), and, in the Alternative, to Compel Arbitration (*id.*, ECF No. 26);

4. WHEREAS, the Parties commenced discovery on October 14, 2025 and have exchanged and negotiated significant discovery to date, including: (1) initial disclosures; (2) 10 interrogatories and 18 requests for production issued by Plaintiffs; (3) 7 interrogatories and 10

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

requests for production issued by Defendant; (4) an ESI protocol that was endorsed by the Central District of California court on December 9, 2025 (ECF No. 44), after which the Parties engaged in ESI discovery efforts, including negotiating search terms and the identification and collection of custodial and non-custodial data sources; (5) a Protective Order that was endorsed by the Central District of California court on December 9, 2025 (*id.*, ECF No. 43); and (6) the production of 568 documents by Defendant, including subscription data, all of which were reviewed and analyzed by Plaintiffs' Counsel or their experts;

5. WHEREAS, during the course of discovery, Plaintiffs engaged a consumer behavior expert to analyze the ExpressVPN business practices challenged in the Actions;

6. WHEREAS, on November 25, 2025, the Central District of California court granted in part and denied in part Defendant's Motion to Dismiss or Compel Arbitration, dismissing Plaintiffs' Unfair Competition Law and False Advertising Law claims without prejudice, sustaining Plaintiffs' CLRA claim, and compelling Plaintiff Timothy Millar's claims to arbitration (*id.*, ECF No. 40);

7. WHEREAS, on December 22, 2025, Defendant filed an Answer to the First Amended Complaint, generally denying the allegations against Defendant and asserting ten affirmative defenses (*id.*, ECF No. 48);

8. WHEREAS, on January 29, 2026, Plaintiff Marco Martinez filed an opposed Motion for Leave to File His Second Amended Complaint (*id.*, ECF No. 51), which sought to add Sean Marin as a Plaintiff;

9. WHEREAS, on March 3, 2026, the Central District of California court granted Plaintiffs' Motion for Leave to File a Second Amended Complaint (*id.*, ECF No. 57);

10. WHEREAS, in addition to vigorous litigation efforts, in or around February of 2026, the Parties also began discussing a potential class action settlement and agreed to engage an experienced class action mediator;

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

11. WHEREAS, in preparation for mediation, Plaintiffs undertook extensive pre-mediation damages, liability, and class certification analyses, including preparing a comprehensive report on liability with the assistance of a consumer behavior expert;

12. WHEREAS, Defendant performed a similarly detailed and comprehensive assessment of the claims and defenses in this matter and the evidence adduced in discovery that was relevant thereto;

13. WHEREAS, following this extensive and adversarial analysis, on March 24, 2026, the Parties submitted and exchanged comprehensive mediation statements setting forth their positions on, *inter alia*, liability, damages, and the suitability of class adjudication;

14. WHEREAS, on March 27, 2026, the Parties held an all-day mediation session facilitated by experienced class action mediator Hunter Hughes, Esq.;

15. WHEREAS, the Parties did not reach a settlement at the March 27, 2026, mediation, but agreed the mediation was productive; following the mediation, the mediator issued a mediator's proposal; and both Parties agreed to the mediator's proposal by April 2, 2026, and accordingly reached an agreement in principle;

16. WHEREAS, on April 6, 2026, the Parties requested that the Central District of California court enter a 60-day stay to give the Parties time to finalize the Settlement (*id.*, ECF No. 63);

17. WHEREAS, on April 6, 2026, the Central District of California Court granted the Parties' requested 60-day stay (*id.*, ECF No. 64);

18. WHEREAS, the Parties further met and conferred over email and videoconference regarding the settlement multiple times in April and May of 2026;

19. WHEREAS, on May 4, 2026, the Parties executed a confidential Memorandum of Understanding on key settlement terms;

20. WHEREAS, on May 18, 2026, to ensure that the court reviewing and approving the Settlement has jurisdiction over all claims intended to be released, including equitable claims, Plaintiffs filed the State Action;

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

21. WHEREAS, on May 21, 2026, the Parties requested that the Central District of California court enter a stay while the Settlement approval process is proceeding in the State Action (*id.*, ECF No. 65);

22. WHEREAS, on May 22, 2026, the Central District of California Court granted the Parties' requested stay pending the Settlement approval process in the State Action (*id.*, ECF No. 66);

23. WHEREAS, on June 16, 2026, consistent with that Memorandum of Understanding, Plaintiff Timothy Millar (who is not a Class Member, as that term is defined herein) and ExpressVPN entered into a Confidential Settlement Agreement as to Mr. Millar's individual claims and, on June 22, 2026, filed a Joint Stipulation of Dismissal with Prejudice as to Plaintiff Timothy Millar in the Federal Action (*id.*, ECF No. 67);

24. WHEREAS, the Parties spent May through July of 2026 negotiating the final settlement terms, and as with all prior settlement negotiations and litigation in this matter, these discussions were vigorous and included comprehensive written correspondence and videoconference meet and confers;

25. WHEREAS, the Parties have now negotiated and drafted this Agreement providing for a resolution of Plaintiffs' and the Class Members' claims;

26. WHEREAS, the Parties recognize that continued prosecution of this litigation would be protracted and expensive and the results uncertain, regardless of the underlying merits or lack thereof;

27. WHEREAS, Defendant, in its motions to dismiss and answer, denied, and presently continues to deny, that it violates or has violated any statute, law, regulation, or rule of law, or is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Actions;

28. WHEREAS, nonetheless, without admitting or conceding any fault, wrongdoing, liability, or damages, Defendant agrees to settle the Actions on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing litigation;

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

29. WHEREAS, Class Counsel has thoroughly analyzed and evaluated the merits of the claims made against Defendant in the Actions and obtained and reviewed extensive discovery relevant to class certification, liability, and damages;

30. WHEREAS, based on their analysis and evaluation of multiple factors, and recognizing the substantial risks of continued litigation, including the possibility that, if not settled now, litigation might result in no recovery or a recovery that is less favorable to Class Members, and that any recovery would not occur for several years, Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement represents a strong result for the Class and is in the best interests of Class Members;

NOW, THEREFORE, the Parties, by and among themselves, and through their respective attorneys, hereby **STIPULATE AND AGREE** as follows:

II. DEFINITIONS

As used in this Agreement, including its exhibits, the following terms have the following meanings:

31. "**Actions**" means, collectively, the State Action and Federal Action.

32. "**Active Subscribers**" means all California ExpressVPN customers whose subscriptions are active as of the Preliminary Approval Date.

33. "**Administration Costs**" means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, costs for providing Notice, processing claims, responding to inquiries from Class Members, providing Cash Benefits, Credit Vouchers, related services, and the Escrow Account. All Administration Costs are to be deducted from the Cash Fund.

34. "**Agreement**" means this executed Settlement Agreement and Release, including the notices attached as exhibits to this Agreement, and any written and signed amendments thereto.

35. "**Approved Claim**" means a Claim Form submitted by a Class Member that is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, or is otherwise accepted by the Parties or the Court.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

36. "**Authorized Claimant**" means a Class Member who submits an Approved Claim.

37. "**Autorenewal Revenue**" means the revenue received by Defendant from Settlement Class Members, whether individually or in the aggregate, during the Class Period that is attributable to automatic subscription renewals, determined using the same methodology and the same categories of charges used to derive the aggregate autorenewal-revenue figure reflected in the Class Summary Excel File, and excluding each Settlement Class Member's Initial Charge Revenue. For the avoidance of doubt, Autorenewal Revenue is narrower than, and shall not be conflated with, Total Subscription Charges, which include both the Initial Charge Revenue and Autorenewal Revenue.

38. "**Cash Benefit(s)**" means a monetary payment, in the form of a check, physical prepaid Mastercard, or electronic payment (via PayPal, Venmo, Zelle, electronic check, or virtual prepaid Mastercard, or any other reasonable means agreed upon by the Parties), to a Settlement Class Member who elected to receive a Cash Benefit through a valid Claim Form.

39. "**Cash Fund**" means the Three Million Nine Hundred Thousand U.S. Dollars ($3,900,000.00) non-reversionary fund—minus any advanced Administration Costs—to be deposited by Defendant in accordance with the terms of this Settlement Agreement into the Escrow Account. The amount of the Cash Fund is subject to escalation in accordance with Section IV.

40. "**Claim(s)**" **or** "**Claim Form(s)**" means the claim form submitted by a Settlement Class Member, in substantially the same form as **Exhibit D**, which shall offer each Settlement Class Member the opportunity to elect to receive a Cash Benefit. Class Members who wish to receive a distribution from the Cash Fund must submit a Claim Form, which will be provided in electronic format to Class Members as part of the Notice Plan and available to download from the Settlement Website. The Claim Form will provide Class Members with the option of having their Cash Benefit transmitted to them via hard copy check, prepaid physical Mastercard, or electronically, through Automated Clearing House ("ACH") transfer, prepaid virtual Mastercard, or to a designated PayPal, Zelle, or Venmo account. Class Members who do not file a Claim shall not be entitled to any Cash Benefits.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

41. "**Claims Deadline**" means the date sixty (60) days after the Notice Date, or such other deadline to file a Claim as is set by the Court.

42. "**Claim Period**" means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claims Deadline.

43. "**Class**" or "**Settlement Class**" means all California ExpressVPN subscribers who purchased an automatically renewing subscription to ExpressVPN in the period from September 15, 2022, through June 13, 2025 (the "**Class Period**"), as reflected in the Class Summary Excel File. The following people are excluded from the Settlement Class: (1) any Judge or Magistrate Judge presiding over the Actions and the members of their family; (2) Defendant; Defendant's subsidiaries, parents, successors, and predecessors; and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel, experts, and consultants and Defendant's counsel, experts, and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons. Based on the information Defendant has provided to date, the Settlement Class includes approximately 182,015 customers. For purposes of the Settlement Class definition, each unique user account identifier is considered a unique "customer." Defendant hereby certifies that the above-referenced number of Settlement Class Members represents the most current and up-to-date information that Defendant has for the Settlement Class.

44. "**Class Counsel**" means the law firms of Dovel & Luner, LLP and Wittels McInturff Palikovic.

45. "**Class List**" means the following information for each Settlement Class Member (where available from Defendant's records) on an individual-by-individual level: full name, account number, all billing address information, email address, Initial Charge Revenue, and

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

Autorenewal Revenue, and the amount of any refunds of Total Subscription Charges issued to that Settlement Class Member on or before the Preliminary Approval Date.

46. "**Class Notice**" means all types of notice that will be provided to the Settlement Class, as described in this Agreement and ordered by the Court.

47. "**Class Members**" or "**Settlement Class Members**" means all members of the Class.

48. "**Class Representatives**" or "**Plaintiffs**" or "**Named Plaintiffs**" means the Named Plaintiffs who assert claims in the Actions, namely Marco Martinez and Sean Marin.

49. "**Class Summary Excel File**" means the confidential Excel file sent by Defendant's Counsel to the mediator on March 24, 2026 entitled "ExpressVPN - Subscription Data For Mediation Purposes." which was produced under a mediation confidentiality agreement as part of the mediation before mediator Hunter Hughes, Esq. In addition, the parties agree that the Class Summary Excel File constitutes, and is hereby designated as, Highly Confidential – Attorneys' Eyes Only Protected Information within the meaning of that designation under the Protective Order, the disclosure of which would harm Defendant, and that the Class Summary Excel File shall be treated pursuant to this designation.

50. "**Cost and Fee Award**" means any attorneys' fees and reimbursement of actual out-of-pocket expenses awarded by the Court to Class Counsel for work performed by Class Counsel.

51. "**Court**" means the Superior Court of California, County of San Diego.

52. "**Credit Voucher(s)**" means the voucher issued to each Inactive Subscriber good for a 3-month "Advanced"-tier subscription for ExpressVPN. Such Credit Voucher subscriptions shall not automatically renew. For settlement purposes, the value of a monthly subscription (for valuing the Credit Vouchers) shall be the cost of a monthly subscription as of the date of the preliminary approval of this Agreement. Credit Vouchers shall be redeemable for a period of two years following their issuance.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

53. "**Cy Pres Recipient**" means the National Consumer Law Center or another organization approved by the Court to receive cy pres funds from non-distributable residual funds in the Escrow Account or Reserve Fund, as described in Section VII.

54. "**Defendant**" means Express Technologies Ltd.

55. "**Defendant's Counsel**" means the law firm Quinn Emanuel Urquhart & Sullivan, LLP.

56. "**Effective Date**" means the date on which the Settlement becomes effective, which shall mean thirty (30) days following entry of the Final Approval Order and Final Judgment if no appeal is taken during that time, or if an appeal is taken from the Final Approval Order and Final Judgment, ten (10) days following the date on which the Court enters a final order and judgment after resolving any appeals, whichever is later.

57. "**Email Notice**" means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the same form attached hereto as **Exhibit A**.

58. "**Escrow Account**" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms agreed upon with Class Counsel.

59. "**Excluded Class Member**" means any Class Member who has timely exercised their right to be excluded from the Class.

60. "**Exhibits**" means the exhibits to this Agreement.

61. "**ExpressVPN Service**" means the ExpressVPN service sold by Defendant.

62. "**Federal Action**" means *Martinez v. Express Technologies, Ltd.*, Case No. 8:25-cv-01273 (C.D. Cal.).

63. "**Final Approval Hearing**" means a hearing to be conducted by the Court to determine the final fairness of the Settlement embodied in this Agreement and whether to certify the Class for purposes of judgment on the proposal, provided that the Court grants Preliminary Approval and orders the Notice of Class Action Settlement, as provided for herein.

64. "**Final Approval Date**" means the date the Final Approval Order and Final Judgment is entered on the docket of the Court.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

65. "**Final Approval Order and Final Judgment**" means the Court's order granting final approval of the Settlement and entering final judgment thereon, substantially in the form attached hereto as **Exhibit F**. The Final Approval Order and Final Judgment constitutes the Court's final approval of the Settlement and the entry of judgment thereon, and is the sole instrument by which the Court grants final approval of the Settlement. Accordingly, any reference in this Agreement to "final approval" or "Final Approval" (other than to the Final Approval Hearing), or to the Court "granting" final approval of the Settlement, means the Final Approval Order and Final Judgment. Any period, obligation, or condition in this Agreement that is measured from final approval, from the Court's order granting final approval, or from the entry of the Final Approval Order and Final Judgment shall begin to run on the Final Approval Date.

66. "**Inactive Subscribers**" means all California ExpressVPN customers whose subscriptions are not active (e.g., a subscription that was canceled or otherwise lapsed) as of the Preliminary Approval Date.

67. "**Initial Charge Revenue**" means the revenue received by Defendant from Settlement Class Members during the Class Period that is attributable to the initial subscription charge for each Settlement Class Member's first subscription term, and excluding all renewal charges. For the avoidance of doubt, Initial Charge Revenue does not include any Autorenewal Revenue. Additionally, Initial Charge Revenue is narrower than, and shall not be conflated with, Total Subscription Charges, which include both the Initial Charge Revenue and Autorenewal Revenue.

68. "**Long Form Notice**" means notice of the proposed Settlement to be provided to Settlement Class in substantially the same form as **Exhibit B**.

69. "**Mail Notice**" means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary, in substantially the same form as **Exhibit C**. The Settlement Administrator may make ministerial, non-substantive formatting changes to Exhibit C in consultation with the Parties before Mail Notice is provided to Class Members.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

70. "**Net Fund**" means the Cash Fund, plus any interest or investment income earned on sums deposited into the Escrow Account, and less the Cost and Fee Award(s), any Service Award(s), the Administration Costs, and the Reserve Fund. Both Active Subscribers and Inactive Subscribers may file a Claim for a portion of the Net Fund. The entire Net Fund shall be paid to those Active Subscribers and Inactive Subscribers who file a Claim pursuant to the distribution formula set forth below in Section V.

71. "**Notice Date**" means the date on which the notice described in this Agreement is first issued, which shall be no later than 45 days after the Preliminary Approval Date, or such other date set by the Court.

72. "**Objection/Exclusion Deadline**" means the deadline to object to or seek exclusion from the Settlement, which shall be the date that is sixty (60) days after the Notice Date, or such other date set by the Court.

73. "**Parties**" or "**Party**" means the Class Representatives and/or Defendant.

74. "**Preliminary Approval Date**" means the date the Court preliminarily approves—through the Preliminary Approval Order—the Settlement of the Actions, including, but not limited to, the Class Notice and the terms and conditions of this Agreement.

75. "**Preliminary Approval Order**" means the order entered by the Court in connection with the preliminary approval hearing on the Agreement, where a proposed version of such shall be submitted to the Court in substantially the form attached hereto as **Exhibit E**.

76. "**Protective Order**" means the Stipulated Protective Order entered by the United States District Court for the Central District of California in the Federal Action on December 9, 2025 (Federal Action, ECF No. 43).

77. "**Released Claims**" means any and all actions, causes of action, claims, demands, liabilities, lawsuits, arbitrations, obligations, damages (including, without limitation, punitive, exemplary, consequential, indirect, and multiple damages), penalties, sanctions, losses, debts, contracts, agreements, attorneys' fees, costs, expenses, and rights of any nature and description whatsoever, whether based on federal, state, or local statutes, common law, regulations, rules, or

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

any other law of the United States or foreign jurisdiction, known or unknown, fixed or contingent, suspected or unsuspected, in law or in equity or otherwise, alleged in the Actions or based on the same factual predicate as claims alleged in the Actions. For the avoidance of doubt, the Released Claims shall include all claims that have, or could have, been asserted by any, or on behalf of any, Settlement Class Member in the Actions that arise out of the same factual predicate as the claims alleged in the Actions.

78. **"Released Parties"** means Defendant and all its present, former, and future parent companies, subsidiaries, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, and heirs and assigns, but only in their capacities as such.

79. **"Releasing Parties"** means Plaintiffs and Settlement Class Members, and all of their respective present, former, and future heirs, executors, administrators, representatives, agents, attorneys, predecessors-in-interest, successors, assigns, and legatees, but only in their capacities as such.

80. **"Reserve Fund"** shall mean the Twenty Five Thousand U.S. Dollars ($25,000.00) reserved from the Cash Fund identified above to address errors and omissions in the calculation of Class Members' individual shares of the Settlement, including but not limited to (a) claims from individuals claiming to be Settlement Class Members but not identified as such by Defendant, (b) Class Members who correctly challenge their share of the Settlement Fund, (c) Class Members who have reasonable explanations for not having timely cashed their checks, and (d) Class Members determined upon any re-review to have a valid claim that was not previously paid. The Reserve Fund shall remain open through the 18-month anniversary date of the Effective Date, upon which time all funds not distributed from the Reserve Fund shall be distributed to the Cy Pres Recipient.

81. "**Service Awards**" mean reasonable payments to the Class Representatives totaling no more than $5,000 each, subject to Court approval, made to the Class Representatives from the Cash Fund as compensation for their efforts and diligence in pursuing the Actions.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

82. "**Settlement Administrator**" means the independent, third-party administrator the Parties jointly agree to engage following a competitive bidding process and appointed by the Court in the Preliminary Approval Order.

83. "**Settlement Fund**" means the non-reversionary Cash Fund and Credit Vouchers, which together includes all compensation to Class Members, the Cost and Fee Award, any Service Awards, the Reserve Fund, and the Administration Costs. The Settlement Fund includes all interest and income that shall accrue on the sums deposited in the Escrow Account. All taxes on income or interest generated by the Cash Fund, if any, shall be paid out of the Settlement Fund. Under no circumstances will Defendant pay more than the Settlement Fund.

84. "**Settlement Website**" means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in this agreement.

85. "**State Action**" means the action filed by Plaintiffs in the Superior Court of California for the County of San Diego, captioned *Marin, et al. v. Express Technologies, Ltd.*, No. 26CU028651N (San Diego Cnty.).

86. "**Total Subscription Charges**" means the sum of the Initial Charge Revenue and all Autorenewal Revenue attributed to each Settlement Class Member.

87. "**Website Notice**" means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

III. CERTIFICATION OF THE CLASS

88. For purposes of the Settlement, Plaintiffs shall ask the Court to certify the Settlement Class.

89. Defendant agrees that the State Action may be certified as a class action for settlement purposes only in accordance with the terms of this Agreement and without prejudice to Defendant's right to contest class certification in the event that this Agreement fails to reach the Effective Date or is not fully implemented in accordance with its terms.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

90. The Parties agree, subject to Court approval, that Class Counsel shall be appointed as class counsel for the Settlement Class and that Plaintiffs shall be appointed as Class Representatives, without prejudice to Defendant's right to contest these appointments in the event that this Agreement fails to reach the Effective Date or is not fully implemented in accordance with its terms. If the Settlement is not approved or fails to be implemented fully, Defendant reserves all rights to object to any subsequent motion to appoint class counsel or class representatives in the Actions.

IV. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

91. The Parties agree that Defendant entering into this Agreement does not constitute and may not be construed as an admission of any liability or wrongdoing.

92. Further, Defendant denies any and all allegations of wrongdoing and maintains that Defendant's autorenewal disclosures and charging practices are and have always been clear, conspicuous, and legally compliant and that all claims and allegations asserted against it in the Actions, or that may be asserted against it on the same or similar bases, are meritless. However, Defendant believes that its resources are better spent continuing to focus on developing its services and therefore that it is beneficial to fully and finally settle and terminate the Actions in the manner specified in and pursuant to the terms of this Agreement.

93. In consideration of the mutual promises and covenants in this Agreement, including the releases set forth below, and the dismissal with prejudice of the State Action and the Federal Action following the Effective Date, Defendant shall provide the Settlement benefits to Class Members as described in this Agreement.

94. Subject to and without limiting the foregoing Paragraphs 91-93, in which Defendant disclaims any liability or wrongdoing, the Parties agree that, as a result of the Federal Action, Defendant revised its practices regarding auto-renewal subscription disclosures to the benefit of Settlement Class Members and the general public. The Parties have placed a reasonable

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

value on these business practice changes of One Million Five Hundred Thousand U.S. Dollars ($1,500,000), which takes into account both the potential impact of the business practice changes on future subscriptions and the full costs of implementation, including the time, effort, and legal fees incurred in doing so. Plaintiffs have not alleged that Defendant's revised auto-renewal disclosures violate the ARL.

95. Defendant agrees to pay and shall deposit in the Escrow Account, as set forth below, the total amount of Three Million Nine Hundred Thousand U.S. Dollars ($3,900,000.00)—minus any advanced Administration Costs—as a non-reversionary Cash Fund. Defendant further agrees to automatically provide Inactive Subscribers a Credit Voucher to their last known email address (without the need to file a Claim). Active Subscribers shall not be provided Credit Vouchers. Both Active Subscribers and Inactive Subscribers shall be provided an opportunity to submit a Claim Form and receive a Cash Benefit from the Settlement.

96. For the avoidance of doubt, the Cash Fund and the Credit Vouchers constitute the full and complete extent of Defendant's monetary and financial obligations under this Agreement and the Settlement. All Administration Costs, the Cost and Fee Award, any Service Awards, the Reserve Fund, all Cash Benefits, any taxes on the Cash Fund or the Escrow Account, and any and all other fees, costs, expenses, awards, and payments of any kind arising out of or relating to this Agreement or the Settlement shall be paid solely from the Cash Fund. Except as expressly provided in Paragraph 97, (i) Defendant shall not be required to pay, deposit, or contribute any amount in addition to the Cash Fund and the Credit Vouchers, for any reason whatsoever, and (ii) the amount of the Cash Fund shall not be increased for any reason.

97. The amount of Autorenewal Revenue is material to this Agreement. In the event that the aggregate Autorenewal Revenue turns out to be greater than 10% over the Autorenewal Revenue amount provided in the Class Summary Excel File, then the Cash Fund shall be increased in proportion to the amount the Autorenewal Revenue exceeds that 10% threshold. For example, if the Autorenewal Revenue were to exceed 10% more than the aggregate total amount provided in the Class Summary Excel file by 25%, then the Cash Fund shall increase by 25%. Except as

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

provided for in this paragraph, which sets forth the sole circumstance (*i.e.*, total Autorenewal Revenue in excess by 10% or more as compared to that provided in the Class Summary Excel File) under which the total amount of the Cash Fund could exceed the Three Million Nine Hundred Thousand U.S. Dollars ($3,900,000.00) specified in Paragraph 95, Defendant shall in respect of the Settlement have no obligation to make any cash or voucher payment other than the Cash Fund amount and the Credit Vouchers, as expressly provided for herein.

98. Defendant will fund the Cash Fund (minus any previously advanced Administration Costs) within ten (10) days of the date of the Court granting Final Approval to the settlement. Defendant shall deposit the Cash Fund into the Escrow Account.

99. If required by the Settlement Administrator, Defendant will advance the Administration Costs before entry of the Final Approval Order and Final Judgment.

100. The Escrow Account shall be a court-approved Qualified Settlement Fund ("QSF") for federal tax purposes pursuant to Treas. Reg. § 1.468B-1, from which the Administration Costs, Class Counsel's Attorneys' Fees and Costs, Named Plaintiff Service Awards, and settlement payments shall be made. Defendant shall be the "transferor" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Cash Fund. The Settlement Administrator shall be the "administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Defendant shall provide to the Settlement Administrator any documentation required for the Settlement Administrator to facilitate obtaining QSF status pursuant to Treas. Reg. §1.468B-l. All taxes on income or interest generated by the Cash Fund, if any, shall be paid out of the Cash Fund. The Cash Fund in the QSF shall be maintained at a depository institution insured by the Federal Deposit Insurance Corporation, which institution shall have total assets of at least $500 million and a short-term deposit rating of at least

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

P-1 (Moody's) or A-1 (Standard & Poor's). Funds in the QSF shall be invested by or at the direction of the Settlement Administrator in the following types of accounts and/or instruments and no other: (i) demand deposit accounts; (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less; (iii) United States Treasury bills; or (iv) other instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the QSF shall be paid from the Cash Fund.

101. In no event shall Defendant's financial obligation under this Agreement exceed the amount of the Cash Fund as provided for in this Section, plus the value of the Credit Vouchers. No amount paid by Defendant into the Escrow Account shall revert to Defendant unless the Settlement is terminated.

V. DISTRIBUTION OF THE SETTLEMENT FUND

102. The Settlement Fund shall be distributed as follows:

a. All of the following shall be paid from the Cash Fund prior to distribution to Authorized Claimants: Administration Costs, the Cost and Fee Award(s), and the Service Award(s). The remaining amount, plus any interest or investment income earned on sums deposited into the Escrow Account, shall constitute the Net Fund.

b. The Net Fund shall be distributed to Authorized Claimants by the Settlement Administrator within thirty (30) days after the Effective Date, or such other date as the Court may set. The Net Fund shall be distributed among the Authorized Claimants on a *pro rata* basis in proportion to the Total Subscription Charges. The calculation, allocation, and distribution processes shall work as follows:

i. First, using the customer level transaction data in the Class List (as that term is defined herein), the Settlement Administrator shall determine the Total Subscription Charges for each Authorized Claimant.

ii. Second, the Settlement Administrator shall determine each Authorized Claimant's "Percentage Allocation Number" by dividing each Authorized Claimant's

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Total Subscription Charges by the grand Total Subscription Charges made by all Authorized Claimants in the aggregate.

iii. Third, the Settlement Administrator will then determine each Authorized Claimant's "Individual Settlement Amount" by multiplying that Authorized Claimant's Percentage Allocation Number by the Net Fund. In all events, each Authorized Claimant's Individual Settlement Amount will be no more than two times the Authorized Claimant's Total Subscription Charges.

iv. Fourth, for each Authorized Claimant who received a full or partial refund of their Total Subscription Charges on or before the Preliminary Approval Date, the amount(s) of those refund(s) shall be subtracted from the Authorized Claimant's Individual Settlement Amount after the *pro rata* distribution is determined. For example, an Authorized Claimant whose Total Subscription Charges equal $100 and who received a refund of $50 shall be eligible for a maximum Cash Benefit of up to $150 (($100 x 2) - $50) = $150), subject to any *pro rata* distribution adjustment made to account for the number of Authorized Claimants who submit Approved Claims.

v. Fifth, the Settlement Administrator shall distribute to each Authorized Claimant a Cash Benefit equal to that Authorized Claimant's Individual Settlement Amount (after accounting for any deductions for full or partial refunds).

vi. For each Authorized Claimant, the Settlement Administrator shall pay Cash Benefits using the method designated by the Authorized Claimant on the Claim Form, i.e., by physical check or prepaid physical Mastercard, or electronic deposit via ACH transfer, a prepaid virtual Mastercard, or to a designated PayPal, Zelle, or Venmo account, or any other reasonable means agreed to by the Parties.

vii. Authorized Claimants who receive a physical check shall have ninety (90) days after the date the check is mailed to cash the check. Each Cash Benefit issued to an Authorized Claimant via check will state on the face of the check that it will become null and void unless cashed within ninety (90) calendar days after the date of issuance. Any Settlement

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Class Member who has not cashed their check within 45 days of the date of mailing of the checks shall receive a reminder notice by email that they were sent a settlement check and must cash their check within 90 days of the date the checks were mailed (*i.e.*, by a date certain). Any Settlement Class Member who has not cashed their check within 75 days of the date of mailing of the checks shall receive a reminder notice by email that they were sent a settlement check and must cash their check within 90 days of the date the checks were mailed (*i.e.*, by a date certain). For Authorized Claimants that select an electronic payment (*e.g.,* PayPal, Venmo, Zelle, electronic check, or virtual prepaid Mastercard), the Settlement Administrator will conduct follow up contact to Authorized Claimants whose electronic payment did not land.

viii. If an electronic deposit to an Authorized Claimant is unable to be processed, the Settlement Administrator shall attempt to contact the Authorized Claimant within thirty (30) calendar days to correct the problem. Any funds from checks not cashed within that ninety (90) day period, funds from checks returned as undeliverable, and funds from failed electronic transfers shall remain in the Cash Fund. If, in consultation with the Settlement Administrator, the Parties determine that any such remaining funds can be distributed to other Authorized Claimants, or a subset of Authorized Claimants, such as those who requested a Cash Benefit by electronic means, in a way that is economically feasible, such funds shall be distributed accordingly, within a reasonable timeframe. If, in consultation with the Settlement Administrator, the Parties determine that a distribution to Authorized Claimants, or a subset thereof, is not economically or practically feasible, then any such remaining funds shall be distributed by the Settlement Administrator to the Cy Pres Recipient within a reasonable timeframe. In no event shall any such remaining funds constitute abandoned or unclaimed property. In no event shall any such funds revert to Defendant.

103. To the extent, if any, that the Net Fund exceeds the amount necessary to pay Authorized Claimants' Claims, including by operation of the distribution formula's recovery caps, such undistributed residual amounts, along with any funds from checks not cashed within the aforementioned ninety (90) day period, as well as any funds from checks returned as undeliverable,

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

shall all remain in the Net Fund. Any such remaining funds shall be distributed by the Settlement Administrator to the Cy Pres Recipient within a reasonable timeframe. In no event shall any such remaining funds constitute abandoned or unclaimed property. In no event shall any such funds revert to Defendant.

104. Defendant further agrees to automatically provide Inactive Subscribers a Credit Voucher to their last known email address (without the need to file a Claim) within thirty (30) days of the Effective Date. Such Credit Vouchers shall be redeemable for a period of two (2) years following their issuance. Additionally, as to any Credit Vouchers that remain unredeemed after six (6) months, Defendant will send a reminder notice encouraging Inactive Subscribers to redeem the Credit Vouchers before the close of the two-year redemption period.

VI. SETTLEMENT ADMINISTRATION

105. The Claims Deadline shall be no later than sixty (60) days after the Notice Date, or on another date set by the Court. Class Members shall have until the Claims Deadline to submit a Claim Form. Class Members will be required to submit a Claim Form substantially in the form attached hereto as **Exhibit D.** To be valid, a Claim Form must provide either a U.S. mailing address or the account information necessary to deliver the settlement payment through one of the electronic payment methods made available on the Claim Form, and attest that the claimant enrolled in an ExpressVPN Service during the Class Period. The Claim Form shall be available for submission via the Settlement Website in electronic format and downloadable from the Settlement Website for paper or electronic submission.

106. For purposes of notice and claims administration, each unique user account identifier maintained by Defendant will be considered a distinct Class Member.

107. After the Preliminary Approval Date, Defendant shall work with the Settlement Administrator to promptly identify the number of Inactive Subscribers so that the number of Credit Vouchers to be sent to Inactive Subscribers can be determined and shall identify this final number to Class Counsel within twenty-one (21) days following the Preliminary Approval Date.

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108. The Settlement Administrator shall, under the supervision of the Court and the Parties, administer the relief provided by this Settlement Agreement by providing Notice and processing Claims Forms in a reasonable, cost-effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court and the Parties as they may require. Without limiting the foregoing, the Settlement Administrator shall:

a. Receive requests to be excluded from the Class and promptly provide Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms after the deadline for the submission of such forms, the Settlement Administrator shall, within two business days, provide copies thereof to Class Counsel and Defendant's Counsel;

b. Provide weekly reports to the Parties regarding the number of Claim Forms received and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

c. Make available for inspection to the Parties the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

109. The Settlement Administrator shall review all Claims to determine their validity and shall employ reasonable procedures to screen Claims for abuse or fraud. The Settlement Administrator may reject any Claim that is not submitted by a Class Member; is a duplicate of another Claim; is reasonably suspected to be fraudulent; or is submitted after the Claims Deadline. Defendant, Defendant's Counsel, and Class Counsel agree to provide reasonable cooperation and assistance to the Settlement Administrator upon request of the Settlement Administrator in connection with determining the validity of Claims submitted by Class Members, including where data potentially needed to validate Claims cannot be transmitted directly to the Settlement Administrator due to security or other reasons. The Settlement Administrator shall include Class

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Counsel and Defendant's Counsel on all such communications relating to determining the validity of Claims and shall consider Class Counsel's and Defendant's Counsel's input on such issues.

110. Late Claims may be considered if deemed appropriate by the Settlement Administrator in consultation with Defendant and Class Counsel, or if ordered by the Court.

111. The Settlement Administrator shall determine whether a Claim Form submitted by a Class Member is an Approved Claim and shall reject Claim Forms that fail to comply in any material respect with the instructions in the Notice Plan or the terms of this Agreement. In the event a person submits a timely Claim Form by the Claims Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-eight (28) calendar days after the Claims Deadline. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

112. The Settlement Administrator will notify Class Counsel and Defendant's Counsel of the total number of rejected Claims, and both shall have the right to challenge the rejection of a Claim Form by the Settlement Administrator. The Settlement Administrator shall follow any joint decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed Claim Form. Where Class Counsel and Defendant's Counsel disagree as to the validity of a submitted Claim Form, the Settlement Administrator will resolve the dispute and the Claim Form will be treated in the manner designated by the Settlement Administrator.

113. The Settlement Administrator and Class Counsel shall make all necessary efforts to ensure the security and privacy of Class Member information; shall not use the information provided by Defendant in connection with the Settlement or this Notice Plan for any purposes other than providing Notice or conducting claims administration; and will not share Class Member information with any third parties without advance consent from Defendant.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

VII. CY PRES RECIPIENT

114. The Cy Pres Recipient shall be the National Consumer Law Center, or another organization approved by the Court to receive cy pres funds from non-distributable residual funds in the Escrow Account or Reserve Fund. Neither Party nor their counsel has any relationship with the National Consumer Law Center.

115. Neither party shall exercise any control or influence over the Cy Pres Recipient's expenditure of any cy pres funds.

VIII. RELEASES

116. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of both the State Action and the Federal Action and any and all Released Claims, as against all Released Parties.

117. The Parties agree that, should the Court grant final approval of the Settlement and enter Final Approval Order and Final Judgment, such Final Approval Order and Final Judgment shall include a provision retaining the Court's jurisdiction over the Parties to enforce the terms of this Agreement.

118. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Approval Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them, whether or not such Releasing Party has submitted a Claim under the Settlement. The payments and other benefits provided pursuant to this Agreement shall be the sole and exclusive remedies for any and all Released Claims against the Released Parties.

119. Upon the Effective Date, Plaintiffs and each and every Class Member shall be bound by this Agreement, and each of them shall be enjoined from commencing, or prosecuting any action in any court or tribunal asserting any of the Released Claims, either directly, representatively, derivatively, or in any other capacity, against any of the Released Parties. In addition, Plaintiffs represent and warrant that they are not seeking and will not seek to solicit or

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encourage anyone else to initiate any action in any court or tribunal asserting any of the Released Claims against any of the Released Parties.

120. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but that it is their intention to finally and forever settle this Action and release the Released Claims. The Releasing Parties agree that this Agreement shall remain effective regardless of the discovery of such different or additional facts. The Releasing Parties expressly and knowingly waive and relinquish any and all rights that they have or might have relating to the Released Claims under California Civil Code § 1542 (as well as under all other statutes, laws, rules, and principles of common law or equity of similar effect), where California Civil Code § 1542 would otherwise provide that, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

121. Upon the Effective Date, the Released Parties shall by operation of the Final Approval Order and Final Judgment have fully, finally, and forever released, relinquished, and discharged all claims against Plaintiffs, the Class, the Releasing Parties, Class Counsel, and any individual or entity that assisted Class Counsel that arise out of the commencement, prosecution, settlement or resolution of the Actions, except for claims to enforce the terms of the Settlement.

122. The Released Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the claims released in paragraph 121 by the Released Parties in the immediately preceding Paragraph, but that it is their intention to finally and forever settle this Action and release such claims. The Released Parties agree that this Agreement shall remain effective regardless of the discovery of such different or additional facts. The Released Parties expressly and knowingly waive and relinquish any and all rights that they have or might have relating to the claims in

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paragraph 121 released by the Released Parties in the immediately preceding Paragraph under California Civil Code § 1542 (as well as under all other statutes, laws, rules, and principles of common law or equity of similar effect), where California Civil Code § 1542 would otherwise provide that, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

123. Except as explicitly provided herein, nothing in this Agreement abrogates, supersedes, modifies, qualifies, ratifies, or assumes in any way any of the contractual terms and conditions any Party may contend are applicable to any relationship that may exist between Defendant and the Class Representatives or Class Members.

124. Nothing in this Agreement shall be a bar to a claim, complaint, action, or proceeding for breach of this Agreement.

IX. NOTICE OF CLASS ACTION SETTLEMENT

125. The Parties agree to provide notice of the Settlement to Class Members in accordance with the Notice Plan described in this Section IX. The Parties shall agree on the form and content of notices contemplated in the Notice Plan, which must be consistent with the guidelines of the Federal Judicial Center and the Notices attached hereto as **Exhibits A and B**.

126. Direct Notice to the Class Members. Direct notice of the Settlement will be made to Class Members as set forth below.

a. No later than the Notice Date, the Settlement Administrator shall send the Notice of Class Action Settlement to the Class Members.

b. Notice shall be conducted in accordance with this Notice Plan. The content of all forms of Notice, as specified in this Section IX, will be jointly agreed to by the Parties and approved by the Court.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

c. Within twenty-one (21) days of the Preliminary Approval Date, in consultation with Class Counsel and the Settlement Administrator, Defendant will provide to the Settlement Administrator and Class Counsel the Class List. The Class List shall constitute Highly Confidential – Attorneys' Eyes Only Protected Information under the Protective Order and will be used by the Settlement Administrator and Class Counsel for settlement purposes only. At the time of providing the Class List, Defendant shall provide a certification representing that they have taken reasonable steps to ensure that the data represents the most current and up to date information that Defendant has in its possession for Class Members.

d. Within twenty-one (21) days following the Preliminary Approval Date, Defendant shall provide Class Counsel and the Settlement Administrator with the Total Subscription Charges for each Settlement Class Member, to be used solely to calculate the *pro rata* distribution, as set forth above in Paragraph 102.b.

e. The Class List contains confidential and commercially sensitive information of Defendant and is designated "Highly Confidential – Attorneys' Eyes Only" material under the Protective Order. The Class List shall be treated in all respects consistent with the protections given to "Highly Confidential – Attorneys' Eyes Only" material under the Protective Order. It shall be used solely to administer, effectuate, and distribute the Settlement in accordance with this Agreement, and for no other purpose. Nothing in this Paragraph limits the Settlement Administrator's use or retention of Class List to the extent necessary to perform its duties under this Agreement or to satisfy its record-retention obligations under Paragraph 108.

127. Direct Email Notice. By the Notice Date, the Settlement Administrator shall send direct email notice to all Class Members in the following manner:

a. The email notice (**Exhibit A**) will provide a hyperlink to the Claim Form where the Class Member can submit a Claim via the Settlement Website; will provide a hyperlink to the Settlement Website; will list contact information for the Settlement Administrator; and will provide information about the terms of the Settlement, Class Members' options, the scope of the release, a list of important deadlines, and any other pertinent information. The email notice and

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

each reminder email will also provide a unique claim ID to each Class Member, such that the claim ID will automatically prepopulate when a Class Member clicks the link to the online claim form (without the need for a PIN), and a hyperlink to a Spanish language version of the Long Form Notice, which in turn will direct Class Members to a Spanish language version of the Claim Form (**Exhibit D**) and the Settlement Website. The Settlement Administrator shall provide for all necessary translations and the costs of such translations shall be included in the Settlement Administrator's fee. The Notice and reminder notices will inform Settlement Class Members that if they submit a valid claim form, they may be eligible for a payment of up to twice their Total Subscription Charges (e.g., if they spent $100, up to $200), minus any refunds, and depending on the number of claims.

b. The initial email notice shall be sent by the Settlement Administrator to all Class Members for whom an email address is available. Before sending notice via direct email or mail, the Settlement Administrator will undertake reasonable and customary efforts to ensure the Class List is as up-to-date and accurate as practicable, including without limitation running the Class List through the National Change of Address Database.

c. Starting fourteen (14) days after notice is issued, for any Settlement Class Member who has not yet submitted a claim, the Settlement Administrator will send a reminder email reminding the Settlement Class Member of the Claims Deadline. Follow up reminder emails will be sent every fourteen (14) days thereafter to any Settlement Class Member who still has not submitted a claim. The reminder email notices will provide the exact Claims Deadline and instructions on how to file a claim (including a hyperlink to the Claim Form where the Class Member can submit a Claim via the Settlement Website). And the subject line will be designed by the Settlement Administrator in consultation with the Parties to remind Class Members that they have not yet made a claim. The email reminder notice will also provide a hyperlink to a Spanish language version of the Long Form Notice, which in turn will direct Class Members to a Spanish language version of the Claim Form (in electronically submittable and downloadable form). The

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Settlement Administrator shall provide for all necessary translations and the costs of such translations shall be included in the Administration Costs.

d. The Settlement Administrator will monitor the email notice program and optimize the delivery of email notices and reminder email notices to maximize distribution. To ensure email notices are seen by as many Class Members as practicable, the Settlement Administrator will take steps to avoid its communications being flagged in spam or promotions filters. Such measures include using a reputable email service provider, avoiding spam trigger words in subject lines, avoiding embedding forms and video, and staggering email batches. The Settlement Administrator will also use reasonable efforts to obtain updated email addresses for those Class Members whose emails "bounce back" and to resend notices to the updated email addresses. The Settlement Administrator shall send mail notice only for those users for whom Defendant does not have a reliable email address or for whom email is determined by the Settlement Administrator to be undeliverable. Where necessary, the Settlement Administrator will send mail notice to the most recent billing address for a Settlement Class Member included in the Class List. The Parties will work in good faith with the Settlement Administrator to determine the most cost-effective method and sequence of obtaining (a) any alternative email addresses that the Settlement Administrator can reasonably obtain and, if the alternative email addresses are also invalid or otherwise ineffective, and (b) direct mailing addresses that the Settlement Administrator can reasonably obtain. Such enhancement may include identification of additional email addresses, physical addresses, and telephone numbers.

128. Website Notices. To allow for appropriate search engine indexing, the Settlement Administrator shall post the Settlement Website live on the internet a reasonable time prior to the Notice Date. No later than the Notice Date, the Settlement Administrator will post the website notice in a user-accessible format on the Settlement Website. The Settlement Website will be available in English and Spanish language versions. The Settlement Administrator shall provide for all necessary translations of the Settlement Website and the costs of such translations shall be included in the Settlement Administrator's fee.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

a. Class Counsel, Defendant's Counsel, and the Settlement Administrator will jointly select and agree upon a neutral and effective domain name for the Settlement Website.

b. The Settlement Website will be user friendly and will allow Class Members to easily find and view information about this Settlement and will include the Claim Forms; answers to frequently asked questions; a list of important deadlines; the Long Form Notice; the operative complaint in both Actions and the motion to dismiss most recently filed in the Federal Action; the Preliminary Approval Order; any motion for attorneys' fees, costs, or service awards (when filed); the Final Approval Order and Final Judgment (when available); and the contact information for the Settlement Administrator and Class Counsel. The Settlement Website shall inform Settlement Class Members of, *inter alia*, the terms of the payment to be sent to Class Members under the class-wide Settlement, and their right to opt-out or object to the Settlement. The Settlement Website shall also include the ability to file Claim Forms online as well as download the Claim Forms. The Settlement Administrator shall purchase all necessary security certificates to ensure the website appears secure in Class Members' browsers. The content of the Settlement Website and any materials posted on the Settlement Website shall be subject to approval of Class Counsel and Defendant's Counsel, including any additions or revisions to the Settlement Website design or content.

c. The Settlement Website will remain active for at least ninety (90) days following the Effective Date, or until forty-five (45) days after the second distribution of residual funds, whichever is later. However, the Settlement Administrator will disable online submissions through the Claim Form immediately following the Claims Deadline and the Objection/Exclusion Deadline.

129. Custom Social Media Campaign. If any Settlement Class Member email addresses provided by Defendant are used as the primary log-on for a Facebook or Instagram account, the Settlement Administrator will purchase and display ads directly to those Settlement Class Members that link to the Notice and Settlement Website. For the avoidance of doubt, the costs incurred for this purpose shall constitute Administrative Costs paid out of the Cash Fund. The

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

content of such ads shall be subject to approval of Class Counsel and Defendant's Counsel, including any additions or revisions.

130. Call Center Hotline. At least twenty-four (24) hours prior to dissemination of the Notice, the Settlement Administrator shall establish a call center that will include a voice recorded interactive voice response ("IVR") system that will (i) provide Class Members with responses to frequently asked questions and provide essential information regarding the Settlement, including, *inter alia*, the terms of the payment to be sent to Class Members under the class-wide Settlement, and their right to opt-out or object to the Settlement, (ii) allow Class Members to leave voice mail messages in order to receive a return telephone call from a live operator within 48 hours. This hotline will be accessible 24 hours a day, 7 days a week. The Settlement Administrator shall provide for interpreter services for Spanish language callers and the costs of such interpreter services shall be included in the Settlement Administrator's fee.

131. Additional Settlement Administrator Responsibilities. In addition to the other responsibilities outlined in this Agreement, the Settlement Administrator shall be responsible for:

a. Establishing, designing, and maintaining the Settlement Website in consultation with Class Counsel and Defendant's Counsel;

b. Disseminating email notice, reminder notice, mail notice (where necessary) and website notice, in accordance with this Agreement, the Notice Plan, and the Court's orders;

c. Monitoring and responding to inquiries from Class Members in a timely fashion and, where necessary, forwarding such written inquiries to Class Counsel;

d. Accurately, neutrally, and objectively describing the Actions, the Released Claims, and the terms of the Agreement in communications with Class Members, including training its employees and agents accordingly;

e. Preparing declaration(s) attesting to compliance with the Notice Plan and notice requirements in the Agreement, and providing such declaration(s) to Class Counsel and Defendant's Counsel;

f. Accurately following the terms and procedures outlined this Agreement;

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

g. Seeking further clarification or authorization from Class Counsel and Defendant's Counsel when necessary for performance of its duties and the expenditure of cash from the Cash Fund; and

h. Otherwise assisting with implementation and administration of the terms of the Agreement.

i. No later than sixteen (16) court days prior to the Final Approval Hearing, the Settlement Administrator shall certify to the Court compliance with the notice provisions of this Agreement.

132. Any material deviation from the Notice Plan must be approved in writing by the Parties and the Court.

133. All costs associated with the Notice Plan, including the fees and costs of the Settlement Administrator, shall be paid from the Cash Fund. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

X. APPROVAL OF SETTLEMENT & SETTLEMENT IMPLEMENTATION

134. Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiffs will move for preliminary approval of the Settlement, submit this Agreement and Exhibits with the motion, and request that the Court grant preliminary approval. The Class Representatives will submit a proposed Order Granting Preliminary Approval of Class Action Settlement substantially in the form of **Exhibit E**, attached hereto. The order granting Preliminary Approval shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Agreement and Preliminary Approval Order and do not limit or impair the rights of the Class.

135. CAFA Notice. Although the Parties do not believe such notice is required by law, out of an abundance of caution Defendant hereby delegates the notice requirements under the Class

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to the Settlement Administrator. No later than ten (10) days after the motion for preliminary approval of the Settlement is filed with the Court, the Settlement Administrator shall cause notice of the proposed Settlement to be served upon the Attorney General of the United States and the appropriate federal and state officials in compliance with the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. The Settlement Administrator, in collaboration with Defendant as necessary, shall be responsible for identifying the appropriate officials and for the preparation, content, and timely service of such notice. The reasonable costs of preparing and serving the notice required by 28 U.S.C. § 1715 shall be treated as an Administration Cost and paid from the Cash Fund. The Court shall not enter the Final Approval Order and Final Judgment earlier than ninety (90) days after the later of the dates on which the appropriate federal and state officials are served with such notice. On or before the Final Approval Hearing, the Settlement Administrator shall file with the Court a declaration or other appropriate proof confirming that notice was served in accordance with 28 U.S.C. § 1715. Defendant shall reasonably cooperate with the Settlement Administrator as necessary to facilitate compliance with this paragraph.

136. Procedure for Opting Out of the Class Action Settlement.

a. A Class Member may request to be excluded from the Class by sending a written request that is received by the Settlement Administrator on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

b. To exercise the right to be excluded, a Class Member must timely send a written request for exclusion to the Settlement Administrator. Requests to be excluded must (i) include the full name, address, email address, and phone number of the Class Member requesting exclusion; (ii) include the following statement: "I request to be excluded from the Class and Settlement in *Marin v. Express Technologies, Ltd.*, No. 26CU028651N"; and (iii) be personally signed by the Class Member who is requesting exclusion. A typed signature or an attorney's signature will not satisfy this requirement. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an individual's opt-out/exclusion request has

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

been timely submitted. If the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within two (2) calendar days after the Objection/Exclusion Deadline.

c. Requests to be excluded will not be valid unless all of the information described above is included. No Class Member, or any person acting on behalf of or in concert or participation with that Class Member, may exclude any other Class Member from the Class, and no Class Member shall be deemed opted-out of the Class through any purported "mass" or "class" opt-outs. So-called "mass" or "class" opt-outs shall not be allowed and shall be deemed invalid and of no legal effect.

d. Any Excluded Class Member who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Approval Order and Final Judgment; (ii) be entitled to relief under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement.

e. The Settlement Administrator shall provide the Parties weekly written updates identifying the number and identity of Excluded Class Members who have elected to be excluded from the Class. The final update shall be provided four (4) business days before the Final Approval Hearing.

f. If more than 30% of the Settlement Class timely and properly opts out of the Settlement, Defendant will have the option of voiding the Settlement. Such notification of intent to terminate the Settlement Agreement must be provided to Class Counsel within seven (7) business days of the Objection/Exclusion Deadline. If Defendant exercises the option to void the Settlement, the Parties will return to litigation.

g. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request to be excluded from the Class. None of the Parties shall have contact with any Class Member for any purpose prohibited under this Agreement.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

137. Procedure for Objecting to the Class Action Settlement.

a. Any Class Member who has not validly elected to be excluded from the Settlement may object to the Settlement. Class Members who wish to object to the Settlement must make a written statement objecting to the Settlement. Any objection to the Settlement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline, the Class Member making the objection transmits copies of such papers he or she proposes to be submitted at the Final Approval Hearing to the Settlement Administrator. The Notice shall specify the requirements for submitting an objection to the Settlement and directions on how to submit an objection. Class Counsel will file any valid objections with the Court alongside the motion for final approval. The Settlement Administrator shall, within two business days of receipt, provide copies of any objection and all supporting papers to Class Counsel and Defendant's Counsel.

b. Any objection must be sent to the Settlement Administrator, and contain a reference at the beginning to *Marin v. Express Technologies, Ltd.*, No. 26CU028651N (San Diego Cnty.). Written objections must also contain: (1) the full name, mailing address, email address, and telephone number of the objecting Settlement Class Member and such objecting Class Member's counsel, if any, as well as any counsel who assisted in preparing the objection (whether or not such counsel represents the objector); (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member and/or his or her counsel intends to appear at the Final Approval Hearing; (6) a signed statement attesting, under penalty of perjury, that the objector is a Settlement Class Member; (7) a list of all objections filed by the objector and/or his or her counsel to class action settlements in the last five (5) years; and (8) the signature of the Settlement Class Member and her or his counsel, if any.

c. For objections, the date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine

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whether an objection and/or intention to appear has been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) days prior to the date the Settlement Administrator received the written statement.

d. Class Members who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and shall be forever barred from making any objection to the Agreement and the proposed Settlement by appearing at the Final Approval Hearing, appeal, collateral attack, or otherwise. Any person who has timely requested exclusion from the Settlement may not submit objections to the Settlement.

e. The Parties may file with the Court written responses to any objections no later than two days before the Final Approval Hearing.

138. No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or encourage an appeal from the Court's Final Approval Order and Final Judgment. None of the Parties shall have contact with any Class Member for any purpose prohibited under this Agreement.

139. Final Approval. At least sixteen (16) court days prior to the Final Approval Hearing, Plaintiffs shall move the Court for final settlement approval seeking: (1) final approval of the Settlement, approving the terms of this Settlement to be fair, reasonable, and adequate and in the best interest of the Class Members; (2) a finding that the Notice complied with the Settlement Agreement, all applicable law, and due process; (3) distribution of the Settlement Fund and approval of all settlement payments; (4) dismissal of the State Action with prejudice and entry of the proposed Final Approval Order and Final Judgment, substantially in the form of **Exhibit F** attached hereto and which shall be attached to Plaintiffs' final approval motion.

140. Termination. Either Party shall have the right to terminate this Agreement if any of the following events occurs:

a. The Court does not enter a Preliminary Approval Order, as provided herein;

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b. The Court does not enter a Final Approval Order and Final Judgment that is materially the same as the form attached hereto as **Exhibit F**;

c. The Court requires material alteration of any key provision of the Agreement for the Settlement to be approved, for example the releases set forth in Section VIII, or the provisions in Section IV; or

d. All conditions for the Effective Date do not occur.

141. Notice of Termination. A Party shall provide written notice of an intent to terminate this Agreement to counsel for the other Party within ten (10) calendar days after receiving notice that any of the foregoing events of Termination has occurred.

142. Effect of Termination. In the event that this Agreement is voided, terminated, or cancelled, or fails to become effective for any reason whatsoever, then the Parties shall be deemed to have reverted to their respective statuses as of April 6, 2026, and they shall proceed in all respects as if this Agreement, its Exhibits, and any related agreements or orders, had never been executed or entered.

143. In the event this Agreement is terminated pursuant to the specified terms enumerated in Paragraph 140, the Settlement Administrator shall, within fourteen (14) days of receiving notice of the termination date, pay to Defendant all funds deposited in the Escrow Account by Defendant together with any interest or other income earned thereon, less (i) any taxes paid or due with respect to such income, (ii) any reasonable Administration Costs actually incurred and paid or payable from the Cash Fund as authorized in this Agreement, and (iii) any Cost and Fee Award paid prior to termination pursuant to Paragraph 150 (which shall be repaid to Defendant by Class Counsel as specified in Paragraph 151).

144. In the event one or more appeals are filed from the Court's Final Approval Order and Final Judgment, other than if an appeal(s) or petition for review is taken solely with respect to the Cost and Fee Award and/or Service Award, the Parties shall meet and confer in good faith to determine whether any aspect of the administration of the Settlement should be stayed. Nothing,

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however, shall prohibit Defendant from fulfilling any of its obligations above, if in the exercise of its sole discretion it chooses to do so.

145. Notwithstanding any provision herein, in the event this Agreement is not approved by any court, or is terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any administration expenses, taxes with respect to the Cash Fund or Settlement Fund, or any expenses, including Administration Costs associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs and Defendant's future payment obligations shall cease.

146. Stay of Proceedings. The Parties agree to continue to stay all proceedings in both the State Action and the Federal Action, except such proceedings necessary to implement and complete the Settlement, pending the entry of Final Approval Order and Final Judgment and dismissal of the Federal Action.

147. Dismissal of Federal Action. The Parties agree to dismiss with prejudice all proceedings in the Federal Action within thirty (30) days following the Effective Date, using the stipulation substantially in the form of **Exhibit G**, attached hereto.

XI. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

148. In Plaintiffs' Motion for Preliminary Approval of the Settlement and supporting papers, Plaintiffs will provide the percentage of the Settlement Fund Class Counsel will seek from the Court as attorneys' fees, as well as the total amount of expenses incurred (or best estimates for expenses not yet incurred) that may be subject to reimbursement.

149. If preliminary approval is granted, fourteen (14) days before the Objection/Exclusion Deadline, Class Counsel shall petition the Court for a Cost and Fee Award totaling no more than one-third of the Settlement Fund (the sum of the Cash Fund and Credit Voucher value as calculated according to the valuation formula set forth herein) as an award of attorneys' fees and reimbursement out of the Cash Fund of actual out-of-pocket expenses incurred by Class Counsel in the Actions. Defendant will not oppose or otherwise object to Class Counsel's

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Cost and Fee Award petition up to this amount. The Parties agree that the decision whether or not to award any such Cost and Fee Award, and the amount of that award, rests in the exclusive discretion of the Court.

150. The Settlement Administrator shall pay from the Cash Fund any Cost and Fee Award approved by the Court to a QSF maintained by Class Counsel named the D&L WMP ExpressVPN Section 468B Qualified Settlement Fund. The immediately foregoing transfer shall be reported for tax purposes pursuant to Section 1.468B-3(e) of the Treasury Regulations, and no IRS Form 1099 shall be issued to Class Counsel in connection with such transfer. Class Counsel shall provide an IRS Form W-9 for the D&L WMP ExpressVPN Section 468B Qualified Settlement Fund, and any IRS Form 1099 for such payment shall be issued to such payee. Any Attorneys' Fees and Costs approved by the Court shall be paid from the QSF in the amount approved by the Court within seven (7) days after Defendant deposits the Settlement Fund into the QSF, whether or not the Effective Date has occurred notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the awarded fees and expenses, the Settlement, or any part thereof.

151. In the event the Effective Date does not occur, including because the Agreement is terminated, Class Counsel agrees to repay the Cost and Fee Award, if any, plus interest at the same rate earned by the Cash Fund to Defendant. Defendant shall have responsibility for the payment of any taxes due on interest repaid to Defendant. Any such repayment shall be made within fourteen (14) days of Class Counsel receiving written notice that Defendant is terminating the Settlement because the Effective Date has not occurred. Each Class Counsel's law firm receiving any portion of a Cost and Fee Award, as a condition of receiving such payment, agrees that the law firm is subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this Paragraph. If Class Counsel fails to repay any portion of the Cost and Fee Award as required by this Paragraph, the Court shall, upon application by Defendant and notice to Class Counsel, issue such orders as appropriate to compel compliance by Class Counsel and their respective law firms, and shall, if circumstances warrant, award reasonable attorneys' fees and expenses incurred

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

by Defendant in connection with the enforcement of this Paragraph. All obligations set forth in this Paragraph shall expire upon the Effective Date.

152. Should the Court award a Cost and Fee Award that is less than the amount sought in Class Counsel's petition, the difference between the amount sought and the amount awarded shall remain in the Settlement Fund, and, after the latter of any appeal from or motion for reversal or modification of the Court's Cost and Fee Award is resolved or the deadline for filing an appeal or motion for reconsideration regarding the amount of any Cost and Fee Award has expired without the filing of an appeal or motion, such funds shall be distributed to Settlement Class Members pursuant to Section V of this Agreement.

153. Class Counsel shall have the sole and absolute discretion to allocate the Cost and Fee Award amongst Class Counsel and any other attorneys. Defendant shall have no liability or other responsibility for allocation of any Cost and Fee Award.

154. The Parties will not be entitled to terminate this Settlement Agreement based on any order relating to Class Counsel's petition for any Cost and Fee Award, nor any appeal from such order or reversal or modification thereof.

155. The Parties agree that the Class Representatives may apply to the Court for Service Awards to each of the Named Plaintiffs, totaling no more than Five Thousand U.S. Dollars ($5,000.00) each, for their services in the prosecution of this matter. Defendant will not oppose or otherwise object to a request for Service Awards up to this amount. The Parties agree that the decision whether or not to award any such payment, and the amount of that payment, rests in the exclusive discretion of the Court. Named Plaintiffs understand and acknowledge that they may receive no monetary payment, and their agreement to the Settlement is not conditioned on the possibility of receiving monetary payment.

156. The Settlement Administrator, within thirty (30) days after the Effective Date, shall pay from the Escrow Account the amount of any Court-approved Service Award(s) for the Class Representatives via check, to be sent care of Class Counsel. Should the Court award less than the

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amount sought in the petition, the difference between the amount sought and the amount awarded shall remain in the Settlement Fund to be distributed pursuant to Section V of this Agreement.

157. It is not a condition of the Settlement that any Cost and Fee Award or Service Award be approved by the Court. Any order or proceeding relating to the amount of any Cost and Fee Award and/or Service Award, or any appeal from or reversal or modification thereof, shall not operate to modify, terminate, or cancel the Settlement, or affect or delay Final Approval Order and Final Judgment.

XII. ADDITIONAL PROVISIONS

158. Best Efforts. The Parties agree to cooperate in good faith and use their best efforts to effectuate all of their respective obligations under the Agreement, including obtaining preliminary and final settlement approval, and all steps that may be necessary in order to reach the Effective Date, and to do so as quickly and efficiently as practicable. If the Court suggests any modifications to the Agreement or conditions for either preliminary approval or final approval or modifications to the Agreement, the Parties, shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court.

159. Taxes on Distributions. Each Authorized Claimant and any other recipient of a payment or benefit under this Agreement shall be solely responsible for the payment of any and all federal, state, and local taxes, interest, and penalties owed on or arising from any payment, award, Credit Voucher, or other consideration received under this Agreement. None of the Defendant, the Released Parties, Class Counsel, Defendant's Counsel, or the Settlement Administrator has made, or is making, any representation or warranty regarding the taxability or tax treatment of any payment or consideration provided under this Agreement, and none of them has provided, or will provide, any tax advice to any Plaintiff or Class Member. Each Plaintiff and Class Member is advised to consult his, her, or its own tax advisor regarding the tax consequences of any payment or benefit received under this Agreement and the obligations arising therefrom. Nothing in this Paragraph alters the tax obligations of the QSF or the Settlement Administrator set forth above.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

160. Limited Admissibility of Agreement. This Agreement is made in compromise of a dispute. Regardless of whether the Court approves this Agreement, neither this Agreement nor anything that any of the Parties stated or did during the negotiation of this Agreement will be construed or used in any manner as:

a. an admission of liability, concession or evidence of Defendant's fault, liability or wrongdoing as to any facts or claims asserted in this Action, validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, or the violation of any law or statute as to any facts or claims asserted in this Action. On the contrary, Defendant expressly denies any liability or wrongdoing whatsoever;

b. An admission, concession or evidence of any fault, misrepresentation or omission by Defendant with respect to any statement or written document approved or made by the Plaintiffs;

c. An admission or concession by any of the Released Parties with respect to any liability, negligence, fault or wrongdoing as to any facts or claims asserted in this Action as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal;

d. An admission or concession by Plaintiffs, the Class, the Releasing Parties, Class Counsel, or each or any of them, or against the Released Parties, or each or any of them that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

e. An admission or concession against Plaintiffs, the Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

161. Notwithstanding the foregoing restrictions in this Paragraph,

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a. Any Party may file this Agreement and Final Approval Order and Final Judgment (if and when such Final Approval Order and Final Judgment is entered) in any action to support a defense, counterclaim based on principles of res judicata, collateral estoppel, release good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

b. The Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the Settlement.

162. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the date of electronic mailing. Electronic mailings shall be directed as follows:

To Class Counsel

Jonas Jacobson
Simon Franzini
Martin E. Brenner
DOVEL & LUNER, LLP
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
Phone: (310) 656-7066
jonas@dovel.com
simon@dovel.com
martin@dovel.com

Andrey Belenky
J. Burkett McInturff
Ethan D. Roman
WITTELS MCINTURFF PALIKOVIC
305 Broadway, 7th Floor
New York, New York 10007
Phone: (914) 775-8862
abelenky@wittelslaw.com
jbm@wittelslaw.com
edr@wittelslaw.com

To Defendant's Counsel

Stephen A. Broome

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

John W. Baumann
Rex N. Alley
QUINN EMANUEL URQUHART & SULLIVAN, LLP
865 South Figueroa Street, 10th Floor
Los Angeles, CA 90017
Phone: (213) 443-3000
stephenbroome@quinnemanuel.com
jackbaumann@quinnemanuel.com
rexalley@quinnemanuel.com

Nicolas G. Keller
QUINN EMANUEL URQUHART & SULLIVAN, LLP
295 5th Avenue, 9th Floor
New York, New York 10016
Phone: (212) 849-7000
nicolaskeller@quinnemanuel.com

163. Privacy. The Parties and all counsel agree that all orders and agreements in the Actions regarding the preservation and confidentiality of documents and information remain in effect at all times, including after entry of the Final Approval Order and Final Judgment, including without limitation the Protective Order, including the case termination and document destruction provisions of Section 9 of the Protective Order. All Parties and counsel remain bound to comply with such orders and agreements. For settlement purposes, the "termination of this action" as referenced in Section 9.1 of the Protective Order shall be the Effective Date. Nothing contained in this Agreement or any order of the Court related to this Agreement, nor any act required to be performed pursuant to this Agreement is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or any other similar privilege or protective doctrine afforded by law.

164. Exhibits. The terms of this Agreement include the terms set forth in the attached Exhibits, which are incorporated by this reference as though fully set forth herein. Exhibits to this Agreement are an integral part of the Settlement.

165. Captions or Headings. The captions or headings of paragraphs in this Agreement are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit, nor affect any provisions of this Agreement.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

166. Defined Terms. Terms defined in this Agreement shall have their defined meanings whenever and wherever they occur herein (including in Exhibits).

167. Amendment or Modification. Any amendment to this Agreement must be in writing, signed by the Parties, and expressly state that it is amending this Agreement.

168. Waiver of Compliance. No Party shall be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. Moreover, a waiver of any breach of this Agreement by any Party shall not be deemed to be a waiver by any Party of any other breach of this Agreement.

169. Entire Agreement. This Agreement sets out all terms agreed between the Parties and supersedes all previous or contemporaneous agreements between the Parties relating to its subject matter. In entering into this Agreement neither Party has relied on, and neither Party shall have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in this Agreement, including but not limited to Class Counsel's reliance on information contained in the Class Summary Excel File and specifically the information therein regarding (i) the size of the Class, (ii) the Initial Charge Revenues, Autorenewal Revenues, and Total Subscription Charges Defendant collected, (iii) the refunds Defendant issued to Class Members on or before the Preliminary Approval Date, and (iv) Class Members' use of and interaction with Defendant's services as reflected in Columns T-AK of the Class Summary Excel File.

170. Authorization to Enter Agreement. The Parties warrant and represent they are authorized to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement, to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

171. Parties' Knowledge and Advice of Counsel. Each Party enters into this Agreement with the opportunity to seek the advice of counsel and executes and delivers this Agreement being fully informed as to its terms, content, and effect.

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172. Agreement Binding on Successors in Interest. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

173. Assignment. This Agreement, including any of the rights and duties of any Party hereto under the Agreement, may not be assigned without prior written approval by the other Party.

174. No Additional Persons with Financial Interest. Defendant shall not be liable for any additional attorneys' fees and expenses of any Class Member's counsel, including any potential objectors or counsel representing a Class Member, other than what is expressly provided for in this Agreement.

175. Jurisdiction of the Court. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including all Class Members, and over the interpretation, implementation, administration, and enforcement of this Agreement.

176. No Construction Against Any Party. The terms of this Agreement have been negotiated at arm's length among knowledgeable Parties represented by experienced counsel. The Parties agree that the normal rules of construction that any ambiguity in a document is construed against the drafting party shall not apply to the interpretation or enforcement of this Agreement, as the Parties each participated in the drafting of this Agreement.

177. Extensions of Time. The Parties may agree upon a reasonable extension of time for any deadline or date reflected in this Agreement, without further notice (subject to Court approval as to dates set by the Court) to the Class.

178. Fees Not a Penalty. No consideration or amount or sum paid, credited, offered, or expended by Defendant in its performance of this Agreement constitutes a penalty, fine, punitive damages, or other form of assessment for any alleged claim against Defendant.

179. Attorneys' Fees. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Actions.

180. Counterparts. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

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181. Governing Law and Venue. This agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

182. Signatures. Each person executing this Agreement warrants that such person has the full authority to do so.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized representatives.

APPROVED AND AGREED TO BY THE PLAINTIFFS:

Dated: 7/26/2026, 2026

DocuSigned by:
Sean Marin
Sean Marin
Class Representative

Dated: 7/26/2026, 2026

DocuSigned by:
Marco Martinez
Marco Martinez
Class Representative

APPROVED AND AGREED TO BY DEFENDANT:

Dated: _____, 2026

Express Technologies, Ltd.

_____
Or Ifrah
Chief Financial Officer

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181. Governing Law and Venue. This agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

182. Signatures. Each person executing this Agreement warrants that such person has the full authority to do so.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized representatives.

APPROVED AND AGREED TO BY THE PLAINTIFFS:

Dated: _____, 2026

_____
Sean Marin
Class Representative

Dated: _____, 2026

_____
Marco Martinez
Class Representative

APPROVED AND AGREED TO BY DEFENDANT:

Dated: July 27, 2026

Express Technologies, Ltd.

Signed by:
Or Ifrah
0F3F707D9EEE45F...
Or Ifrah
Chief Financial Officer

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

APPROVED AS TO FORM:

Dated: _____, 2026

QUINN EMANUEL URQUHART & SULLIVAN, LLP

_____

John W. Baumann
Counsel for Defendant

Dated: 7/26/2026, 2026

DOVEL & LUNER, LLP

DocuSigned by:
Jonas Jacobson
E2D6B2E3C2F74B8...

Jonas Jacobson
Class Counsel

Dated: 7/27/2026, 2026

WITTELS MCINTURFF PALIKOVIC

Signed by:
Ethan D. Roman
E4062AF36F31467...

Ethan D. Roman
Class Counsel

Docusign Envelope ID: CB8A57CD-6DD2-8B42-8375-2BD732371465

APPROVED AS TO FORM:

Dated: July 27, 2026

QUINN EMANUEL URQUHART & SULLIVAN, LLP

Signed by:
[signature]
[illegible]

John W. Baumann
Counsel for Defendant

Dated: _____, 2026

DOVEL & LUNER, LLP

_____

Jonas Jacobson
Class Counsel

Dated: _____, 2026

WITTELS MCINTURFF PALIKOVIC

_____

Ethan D. Roman
Class Counsel

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

EXHIBIT A

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

Sender Email: **[EMAIL ADDRESS]**

Sender Name: ExpressVPN California Class Action Settlement Administrator

Subject Line: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – *Marin v. Express Technologies, Ltd.*

Notice ID: [Notice ID number] (must be red)

IF YOU PURCHASED AN AUTOMATICALLY RENEWING EXPRESSVPN SUBSCRIPTION IN THE PERIOD FROM SEPTEMBER 15, 2022, TO JUNE 13, 2025, WHILE LIVING IN CALIFORNIA, YOU MAY BE ENTITLED TO A CLASS ACTION SETTLEMENT PAYMENT OF UP TO TWO TIMES YOUR TOTAL SUBSCRIPTION COSTS DURING THAT PERIOD.

TO RECEIVE A CASH PAYMENT, YOU MUST SUBMIT A CLAIM FORM BY [DATE], WHICH WILL ONLY TAKE ABOUT 3 MINUTES.

This is a Court-approved Legal Notice. This is not an advertisement. You are not being sued.
Please read this notice carefully. It describes your rights and gives information about the proposed settlement. This notice is only a summary. More details about the settlement are available at [Website].

[INSERT FOR SPANISH LINK]

A settlement has been reached in a proposed California class action against Express Technologies, Ltd. ("ExpressVPN"). ExpressVPN offers products to provide internet users with privacy and internet security, including its VPN service. The case alleges that ExpressVPN's autorenewal practices violated California consumer protection laws. ExpressVPN denies all allegations and any wrongdoing, maintains that its autorenewal practices comply and have always complied with all applicable laws, and maintains that it has settled this case solely to avoid the burden and expense of continued litigation.

You must fill out a short claim form by [DATE] to get your cash payment, which may be up to two times your total subscription costs during the September 15, 2022, to June 13, 2025, period, depending on the number of eligible claims made and other factors. Click below to submit your claim.

CLICK HERE TO FILE YOUR CLAIM

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Who is included in the settlement?

The settlement includes those who purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022, to June 13, 2025 while living in California. ExpressVPN's records show that you are a Class Member and may be entitled to a payment from the settlement.

What does the settlement provide?

Under the settlement, ExpressVPN will establish a Settlement Fund, including cash and vouchers. The Settlement Fund includes a $3.9-million Cash Fund, which will be used to pay for the costs of settlement notice and administration, any attorneys' fees, costs, or class representative service awards approved by the Court, a reserve fund, and cash claims to Class Members who submit a valid and timely Claim Form. All Class Members have the opportunity to receive a cash payment from the Cash Fund by submitting a valid and timely Claim Form. In addition, under the settlement, ExpressVPN will provide a Credit Voucher for 3 months of non-renewing ExpressVPN service to former subscribers (subscribers whose accounts were canceled or otherwise lapsed as of [Preliminary Approval Date]). The vouchers are valued at $50.97 each.

Although the settlement recognizes that ExpressVPN maintains that its practices were always lawful, the settlement also recognizes that, as a result of Plaintiffs' action, ExpressVPN revised its practices regarding auto-renewal subscriptions to the benefit of Settlement Class Members and the general public.

What can I get?

Settlement Class Members who submit a valid and timely claim by [**DATE**] will receive a cash payment of up to two times their total subscription costs during the class period (minus any refunds). This amount is only an estimated payment and may be less, depending on the number of valid claims and other factors. The final amount of payments will not be known until the settlement approval process is complete.

In addition, former subscribers (Settlement Class Members who did not have an active ExpressVPN subscription on [Preliminary Approval Date]) will also automatically be issued a Credit Voucher that may be redeemed for a 3-month "Advanced"-tier subscription for ExpressVPN, unless they opt out of the settlement. If the settlement is approved, the Credit Vouchers will be sent to former subscribers via email from ExpressVPN. The Credit Voucher subscription will not automatically renew.

How do I get my money?

Only Settlement Class Members who submit a valid and timely claim form are entitled to a cash benefit. You have to fill out a short claim form by [**DATE**]. It takes about 3 minutes to file your claim. You can submit a claim form online through the settlement website, [URL w/ **hyperlink to claim form**]. Submitting a claim online is easy, secure, and completely free. You can also get a paper claim form from [WEBSITE] or by calling toll free, [XXX-XXX-XXXX]. Paper claim forms are also available by emailing [EMAIL ADDRESS]. If you choose to submit a paper claim form, you must mail it to the Settlement Administrator postmarked by [**DATE**].

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

Do I have a lawyer in the case?

If you are receiving this Notice, ExpressVPN's records show you are likely included in the Class and therefore have a lawyer in this case. The Court appointed the law firms Dovel & Luner, LLP and Wittels McInturff Palikovic as "Class Counsel" to represent the Class Members in this case. You do not have to pay Class Counsel or anyone else to participate. Instead, Class Counsel will file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case. Class Counsel will request no more than one-third of the total value of the Settlement Fund for attorneys' fees and cost reimbursements. If you want to be represented by your own lawyer, you may hire one at your own expense.

Your other options.

If you are included in the settlement and do nothing, your rights will be affected and you won't get a cash payment. If you are a former subscriber, you will automatically receive a Credit Voucher even if you do nothing. Whether you are a former subscriber is determined by your subscription status as of [Preliminary Approval Date]; if your subscription was active on that date, you are not eligible for a Credit Voucher even if you later cancel or let your subscription lapse. If you don't want to be legally bound by the settlement, you must exclude yourself from it by [**DATE**]. Unless you exclude yourself, you won't be able to sue ExpressVPN for any claim made in this lawsuit or released by the settlement. If you exclude yourself, you won't receive a cash payment or a Credit Voucher. If you stay in the settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the Final Approval Hearing—at your own cost—but you don't have to. Objections are due by [**DATE**]. More information about these options is available at [WEBSITE].

When will the judge consider the proposed settlement?

The Court will hold the Final Approval Hearing at [TIME] [AM/PM] **on** [**DATE**] in Department N-28 of the San Diego North County Courthouse, 325 South Melrose Drive, Vista, CA 92081. At the Final Approval Hearing, the Court will consider whether the settlement and its terms are fair, reasonable, and adequate. The date of the Final Approval Hearing may change without further notice, and Class Members should check [WEBSITE] or the Court's docket to confirm that the date has not changed.

This Notice is only a summary.

For more information, visit [WEBSITE] or you can contact the Settlement Administrator by sending an email to [EMAIL ADDRESS] or by calling [XXX-XXX-XXXX].

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

Unsubscribe

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EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

Marin et al. v. Express Technologies, Ltd., Case No. 26CU028651N

If you purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022, to June 13, 2025, while living in California, you may be entitled to a payment from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer or an advertisement. You are not being sued.

Please read this notice carefully. It describes your rights and gives information about the proposed settlement.

[INSERT FOR SPANISH LINK]

A settlement has been reached in a proposed California class action lawsuit against Express Technologies, Ltd. ("ExpressVPN"). ExpressVPN offers products to provide internet users with privacy and internet security, including its VPN service. The case alleges that ExpressVPN's subscription autorenewal practices violated both California common law and consumer protection laws. ExpressVPN denies all allegations and any wrongdoing, maintains that its autorenewal practices comply and have always complied with all applicable laws, and maintains that it has settled this case solely to avoid the burden and expense of continued litigation.

You are a Settlement Class Member if you purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022, to June 13, 2025, while living in California.

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Go to [WEBSITE URL] to file a claim.

Settlement Class Members can fill out a short claim form and receive a cash payment of up to twice their total subscription costs during the class period. The payment amount may be less than this maximum and will depend on a number of factors, including the number of subscription payments made and amounts paid by the Settlement Class Member. The payment amount will also depend on the number of claims submitted. The final payment amounts will not be known until the settlement approval process is complete.

The settlement recognizes that as a result of Plaintiffs' lawsuit, ExpressVPN revised its practices regarding auto-renewal subscriptions, which benefited Settlement Class Members and the general public. Importantly, the settlement also recognizes that ExpressVPN denies that any of its business practices ever violated any laws and that it states that it implemented business practice changes solely to further ensure compliance with all potentially applicable laws.

Read this Notice carefully. If you are a Settlement Class Member, your legal rights are affected whether you act or do not act. The judge in charge of this case hasn't decided whether to approve the settlement yet. Payments will be made only if the judge decides to approve the settlement.

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YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The **only** way to get a cash payment. You will be bound by the terms of the settlement and will give up your right to sue ExpressVPN about the issues in this case.	[TK]
EXCLUDE YOURSELF	You will receive no payment or other settlement compensation, but you will retain any rights you currently have to sue ExpressVPN about the issues in this case.	[TK]
OBJECT	Write to the Court and explain why you do not like the settlement. You may attend the final approval hearing if you wish.	[TK]
DO NOTHING	You **will not** get a cash payment and you will give up your right to sue ExpressVPN about the issues in this case. If you are a Settlement Class Member who is a former ExpressVPN subscriber (if you did not have an active ExpressVPN subscription on [Preliminary Approval Date]), then you will still automatically receive a Credit Voucher that may be redeemed for a 3-month "Advanced"-tier subscription for ExpressVPN. If the settlement is approved, the Credit Voucher will be sent to former subscribers via email. The Credit Voucher subscription will not automatically renew.	None

These rights and options are further explained in this Notice.

BASIC INFORMATION

1. WHY WAS THIS NOTICE ISSUED?

A Court authorized this Notice to let you know about a proposed settlement of a class action lawsuit brought against ExpressVPN. You have legal rights and options that you may exercise before the Court decides whether to approve the proposed settlement. This Notice explains the lawsuit, the settlement, your legal rights, what payments are available, and how to get them.

Judge Daniel Segura of the Superior Court of California, County of San Diego is overseeing this class action. The case is known as *Marin v. Express Technologies, Ltd.*, No. 26CU028651N. The individuals who sued are called the Class Representatives or Plaintiffs (here, Sean Marin and Marco Martinez). The company they sued, Express Technologies, Ltd. (or "ExpressVPN"), is called the Defendant.

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2. WHAT IS A CLASS ACTION LAWSUIT?

In a class action, one or more class representatives sue on behalf of other people who have similar claims. Under this settlement, these people are together called a "Class" or "Class Members," except for those who exclude themselves from the Class. In a class action, the court resolves the issues for all class members. Here, the Court has preliminarily certified this as a class action for settlement purposes only. More information about why this is a class action can be found in the Court's Preliminary Approval Order, which is available at [URL TO DOCUMENTS SECTION OF WEBSITE].

3. WHAT IS THIS LAWSUIT ABOUT?

The case challenges ExpressVPN's autorenewal practices. In particular, the lawsuit claims that ExpressVPN violated California consumer protection statutes by not adequately disclosing the automatic renewal terms of ExpressVPN subscriptions in a clear and conspicuous manner.

ExpressVPN denies these allegations and any wrongdoing and maintains that its autorenewal practices are and were at all times lawful. ExpressVPN maintains that it has settled this case solely to avoid the burden and expense of continued litigation.

More information about the lawsuit can be found in the "Documents" section of the settlement website at [URL TO DOCUMENTS SECTION OF WEBSITE].

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs think they would have prevailed at trial. Defendant thinks the Plaintiffs would not have won anything in this litigation. But there was no trial. Instead, both sides agreed to a settlement. This way, both sides avoid some of the risks and costs of litigation, and Settlement Class Members will receive a guaranteed payment. If the case had proceeded without settling, Class Members might have received nothing or only received payment years from now (including a potentially lower monetary recovery). The Class Representatives and their attorneys ("Class Counsel") believe that the settlement is in the best interests of the Class Members.

WHO IS IN THE SETTLEMENT?

To see if you may be entitled to benefits through the settlement, you first need to determine whether you are included in this lawsuit.

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5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

You are a Settlement Class Member and are included in the settlement if you fit the following description:

You purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022, to June 13, 2025, while living in California.

ExpressVPN's records were used to identify Settlement Class Members. Settlement Class Members identified through ExpressVPN's records were sent notice of this settlement by email or mail. If you didn't receive a notice and think you are a Settlement Class Member, please email the Settlement Administrator at [email] or call [HOTLINE NUMBER] and leave a voicemail.

If you received an email or mailing about this settlement, ExpressVPN's records show that you may be a Class Member.

6. ARE THERE ANY EXCEPTIONS TO BEING INCLUDED IN THE SETTLEMENT?

Some people are excluded from the settlement because they work for ExpressVPN, are related to the judges or lawyers in the case, or previously released the asserted claims against ExpressVPN. The Settlement Agreement has a list of the categories of people who are excluded. A copy of the Settlement Agreement can be found on the Settlement Website at [URL TO DOCUMENTS SECTION OF WEBSITE].

7. I AM NOT SURE IF I'M INCLUDED.

If you are still not sure whether you are included, you can ask for free help. You can visit [WEBSITE], call [HOTLINE NUMBER], or email [EMAIL] for more information. Please do not contact the Court or ExpressVPN.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. WHAT DOES THE SETTLEMENT PROVIDE?

ExpressVPN will create a Settlement Fund consisting of cash and vouchers. ExpressVPN will create a $3.9 million Cash Fund that will be distributed to Settlement Class Members who submit valid claims and used to pay for costs related to the settlement. After deduction for costs related to the settlement (like the costs of notice and settlement administration, attorneys' fees and costs, awards to the Class Representatives who helped bring the lawsuit, and potentially certain taxes) the cash in the Fund will be distributed to Class Members who submit valid claim forms (more about that in the questions below).

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ExpressVPN will also provide Credit Vouchers that may be redeemed for a 3-month "Advanced"-tier subscription for ExpressVPN to Settlement Class Members who are former subscribers (i.e., subscribers whose accounts were canceled or otherwise lapsed as of [Preliminary Approval Date]). If the settlement is approved, the Credit Vouchers will be sent to Settlement Class Members who are former subscribers via email from ExpressVPN. The Credit Voucher subscription will not automatically renew. Settlement Class Members who are former subscribers who submit a valid and timely Claim Form are entitled to both a cash payment and a Credit Voucher.

The settlement recognizes that as a result of Plaintiffs' action, ExpressVPN revised its practices regarding auto-renewal subscriptions to the benefit of Settlement Class Members and the general public. Importantly, the settlement also recognizes that ExpressVPN denies that any of its business practices ever violated any laws and that it states that it implemented business practice changes solely to further ensure compliance with all potentially applicable laws.

9. HOW MUCH WILL MY PAYMENT BE?

Class members who submit a valid claim are eligible for a cash payment of up to twice their total subscription costs during the class period. This is a maximum possible payment and the actual amount may be less. We can't give you an exact number right now because the payment amounts depend on several factors. These factors include (1) how many subscription payments you made, (2) the amount you paid, (3) any refunds you received from ExpressVPN, (4) the number of valid claims, and (5) the amount of fees, costs, expenses, awards, and taxes.

HOW TO CLAIM A PAYMENT—SUBMITTING A CLAIM FORM

10. HOW CAN I CLAIM A PAYMENT?

To get a cash payment, you must complete and submit a valid Claim Form **no later than [CLAIMS DEADLINE]**. Please file your claim electronically on [SETTLEMENT WEBSITE]. Not only is submitting online easier and more secure, but it is completely free and takes only minutes. You can get a payment by check or electronically through an ACH transfer, prepaid Mastercard (virtual or physical), PayPal, Zelle, or Venmo.

If you want a paper copy of the Claim Form, you can download it **here** [LINK TO CLAIM FORM], or call toll free to request that one be mailed to you, [XXX-XXX-XXXX]. If you want to submit your Claim Form by mail please send it to the Settlement Administrator at the address below:

SETTLEMENT ADMINISTRATOR
P.O. BOX XXX
ANYTOWN, ANY XXXXX

If you timely submit a valid Claim Form and your claim is approved, you will receive a cash payment after the settlement is approved.

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Please read the Claim Form carefully and provide all the information required. All Claim Forms **must be received (or postmarked if mailed) and properly completed by [CLAIMS DEADLINE]**.

11. WHEN WILL I GET MY PAYMENT?

We can't give you a date yet. Payments will be made about two months after the judge approves the settlement or after any appeals are resolved in favor of the settlement. The judge will consider whether to approve the settlement on [FINAL APPROVAL HEARING DATE]. Even if the judge approves the settlement, there may be appeals. It is always uncertain whether and when appeals can be resolved and resolving them can take more than a year. Please be patient.

All checks will expire and become void 90 days after they are issued. If there is any money left because of uncashed checks or returned electronic payments, that money may be donated to the National Consumer Law Center (or another non-profit approved by the Court).

The Settlement Website will be updated to inform Class Members of the progress of the settlement.

WHAT HAPPENS IF YOU REMAIN IN THE SETTLEMENT

12. WHAT AM I GIVING UP TO STAY IN THE CLASS?

Unless you exclude yourself, you will remain in the Class, you will be bound by the release of claims in the settlement, and all the Court's orders will apply to you and legally bind you.

That means that if the judge approves the settlement, you are giving up the right to file your own lawsuit against, or seek further money from, ExpressVPN for any of the issues or claims in the case—whether or not you are currently aware of those claims.

The specific scope of the claims you are releasing is in paragraph 77 of the Settlement Agreement, which is available through the "Documents" link on the Settlement Website.

13. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you are a Class Member and you do nothing (meaning you don't submit a Claim Form and don't exclude yourself), you will **not** receive money from this settlement and you will release your claims as explained above. If you are a Settlement Class Member who is a former ExpressVPN subscriber, you will still receive a Credit Voucher that may be redeemed for a 3-month "Advanced"-tier subscription for ExpressVPN. Whether you are a former subscriber is determined by your subscription status as of [Preliminary Approval Date]; if your subscription was active on that date, you are not eligible for a Credit Voucher even if you later cancel or let your subscription lapse.

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EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must submit a written request for exclusion to the Settlement Administrator stating that you want to be excluded from the settlement in *Marin v. Express Technologies, Ltd.* You must include the following statement: "I request to be excluded from the Class and Settlement in *Marin v. Express Technologies, Ltd.*, No. 26CU028651N." To be valid, your opt-out statement must include (1) your full name, (2) your current mailing address, (3) your email address, (4) your phone number, and (5) your signature (not typed). You must mail your exclusion request (postmarked) no later than **[OBJECTION / EXCLUSION DEADLINE]** to:

[SETTLEMENT ADMINISTRATOR]
ADDRESS
ADDRESS

If you ask to be excluded, you will not get any settlement payment or other settlement compensation. You will not be legally bound by anything that happens in this lawsuit.

15. If I don't exclude myself, can I sue ExpressVPN for the same thing later?

No. Unless you exclude yourself, you give up any right to sue ExpressVPN for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately.

16. If I exclude myself, can I get money for this settlement?

No. If you exclude yourself, you cannot submit a Claim Form to ask for any money because you will no longer be eligible for any compensation provided to Settlement Class Members through this settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

17. How do I tell the Court I do not like the settlement?

If you are a member of the Class and you do not exclude yourself, you can ask the judge to deny approval of the settlement by submitting an objection. You cannot ask the judge to order a different settlement—the judge can only approve or reject the settlement. If the Court denies approval, no settlement payments will be made and the lawsuit will continue. A Settlement Class Member who

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objects still remains in the Class and, if the Court approves the settlement, will receive the benefits afforded by the settlement.

Any objection to the proposed settlement must be in writing. If you submit a written objection before the deadline, you may, but don't have to, appear at the Final Approval Hearing. If you want to appear, you can do so yourself or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number ("*Marin v. Express Technologies, Ltd.*, Case No. 26CU028651N (San Diego Cnty.)"), and (b) be mailed to the Settlement Administrator postmarked on or before [Objection/Exclusion Deadline].

ExpressVPN Settlement Administrator
ATTN: Objection
[Address]

Written objections must also contain: (1) your full name, mailing address, email address, and telephone number, and the same information for any counsel who represents you or who assisted in preparing your objection; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs, or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you or an attorney you hire intend to appear at the Final Approval Hearing; (6) a signed statement attesting, under penalty of perjury, that you are a Settlement Class Member; (7) a list of all objections filed by you or your counsel to class action settlements in the last five years (if any); and (8) your signature and your attorney's signature (if any).

18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting means that you disagree with some aspect of the settlement and think the judge should not approve the settlement. You can object only if you stay in the settlement. Excluding yourself means that you do not want to be part of the settlement. If you exclude yourself, you will not be eligible to receive money or other compensation from the settlement and you cannot object because the settlement no longer affects you.

THE LAWYERS REPRESENTING YOU

19. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the law firms of Dovel & Luner, LLP and Wittels McInturff Palikovic to represent all Class Members. These lawyers are called "Class Counsel." Class Counsel is experienced in handling similar class action cases. More information about Class Counsel and their lawyers' experience is available at www.dovel.com/ and www.wittelslaw.com.

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After litigation with ExpressVPN for over a year, Class Counsel believes that the settlement is fair, reasonable, and in Class Members' best interests considering all relevant risks.

20. How will the lawyers be paid?

Class Counsel will file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case. Class Counsel will request no more than one-third of the Settlement Fund to them for attorneys' fees and cost reimbursements. Class Counsel may also ask the Court to approve a Service Award of up to $5,000 to each Class Representative for their efforts in litigating the case. The Court may award less than the amounts requested. Any court-approved attorneys' fees and cost reimbursements or Service Awards will be paid from the Settlement Fund.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at [TIME] [AM/PM] on [DATE], in Department N-28 of the San Diego North County Courthouse, 325 South Melrose Drive, Vista, CA 92081. At this hearing the Court will consider whether the settlement and its terms are fair, reasonable, and adequate. ***You do not have to appear at this Fairness Hearing to receive a payment from the settlement.***

Note: The date and time of the Final Approval Hearing may change and the hearing may be held by telephone or video conference, but any changes will be posted at this Settlement Website here [LINK TO PAGE WITH INFO].

22. Do I have to come to the hearing?

No. Class Counsel and ExpressVPN's lawyers will answer any questions the Court may have. You may attend at your own expense if you wish or have your own lawyer appear, at your own expense.

23. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your objection and notice of intent to appear

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must be submitted to the Settlement Administrator and postmarked no later than **[DATE]**. You cannot speak at the hearing if you excluded yourself from the settlement.

GETTING MORE INFORMATION

24. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the settlement. More details are in the Settlement Agreement, in the Court's Orders, and other relevant documents, which are available at [WEBSITE].

25. HOW DO I GET MORE INFORMATION?

You can call the Settlement Administrator hotline at XXX-XXX-XXXX, write to [XYZ SETTLEMENT, P.O. Box 0000, CITY STATE], email at [EMAIL], or explore [WEBSITE], where you can submit or download a Claim Form, or find key documents in the case and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. You can also contact Class Counsel at 310-656-7066 or 914-775-8862.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS

All questions regarding the settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

Authorized by the Superior Court of the State of California, County of San Diego.

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EXHIBIT C

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

ExpressVPN California Class Action Settlement Administrator, [Return Address]

[Name and Mailing Address of Settlement Class Member]

LEGAL NOTICE OF CLASS ACTION SETTLEMENT –
Marin v. Express Technologies, Ltd.

Notice ID: [Notice ID number] (must be red)

IF YOU PURCHASED AN AUTOMATICALLY RENEWING EXPRESSVPN SUBSCRIPTION IN THE PERIOD FROM SEPTEMBER 15, 2022, TO JUNE 13, 2025, WHILE LIVING IN CALIFORNIA, YOU MAY BE ENTITLED TO A CLASS ACTION SETTLEMENT PAYMENT OF UP TO TWO TIMES YOUR TOTAL SUBSCRIPTION COSTS DURING THAT PERIOD.

TO RECEIVE A CASH PAYMENT, YOU MUST SUBMIT A CLAIM FORM BY [DATE], WHICH WILL ONLY TAKE ABOUT 3 MINUTES.

This is a Court-approved Legal Notice. This is not an advertisement. You are not being sued.
Please read this notice carefully. It describes your rights and gives information about the proposed settlement. This notice is only a summary. More details about the settlement are available at [Website].

[INSERT FOR SPANISH LINK]

A settlement has been reached in a proposed California class action against Express Technologies, Ltd. ("ExpressVPN"). ExpressVPN offers products to provide internet users with privacy and internet security, including its VPN service. The case alleges that ExpressVPN's autorenewal practices violated California consumer protection laws. ExpressVPN denies all allegations and any wrongdoing, maintains that its autorenewal practices comply and have always complied with all applicable laws, and maintains that it has settled this case solely to avoid the burden and expense of continued litigation.

You must fill out a short claim form by [DATE] to get your cash payment, which may be up to two times your total subscription costs during the September 15, 2022, to June 13, 2025, period, depending on the number of eligible claims made and other factors. Visit the below link to submit your claim.

VISIT [URL] TO FILE YOUR CLAIM

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Who is included in the settlement?

The settlement includes those who purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022, to June 13, 2025 while living in California. ExpressVPN's records show that you are a Class Member and may be entitled to a payment from the settlement.

What does the settlement provide?

Under the settlement, ExpressVPN will establish a Settlement Fund, including cash and vouchers. The Settlement Fund includes a $3.9-million Cash Fund, which will be used to pay for the costs of settlement notice and administration, any attorneys' fees, costs, or class representative service awards approved by the Court, a reserve fund, and cash claims to Class Members who submit a valid and timely Claim Form. All Class Members have the opportunity to receive a cash payment from the Cash Fund by submitting a valid and timely Claim Form. In addition, under the settlement, ExpressVPN will provide a Credit Voucher for 3 months of non-renewing ExpressVPN service to former subscribers (subscribers whose accounts were canceled or otherwise lapsed as of [Preliminary Approval Date]). The vouchers are valued at $50.97 each.

Although the settlement recognizes that ExpressVPN maintains that its practices were always lawful, the settlement also recognizes that, as a result of Plaintiffs' action, ExpressVPN revised its practices regarding auto-renewal subscriptions to the benefit of Settlement Class Members and the general public.

What can I get?

Settlement Class Members who submit a valid and timely claim by [**DATE**] will receive a cash payment of up to two times their total subscription costs during the class period (minus any refunds). This amount is only an estimated payment and may be less, depending on the number of valid claims and other factors. The final amount of payments will not be known until the settlement approval process is complete.

In addition, former subscribers (Settlement Class Members who did not have an active ExpressVPN subscription on [Preliminary Approval Date]) will also automatically be issued a Credit Voucher that may be redeemed for a 3-month "Advanced"-tier subscription for ExpressVPN, unless they opt out of the settlement. If the settlement is approved, the Credit Vouchers will be sent to former subscribers via email from ExpressVPN. The Credit Voucher subscription will not automatically renew.

How do I get my money?

Only Settlement Class Members who submit a valid and timely claim form are entitled to a cash benefit. You have to fill out a short claim form by [**DATE**]. It takes about 3 minutes to file your claim. You can submit a claim form online through the settlement website, [URL w/ **hyperlink to claim form**]. Submitting a claim online is easy, secure, and completely free. You can also get a paper claim form from [WEBSITE] or by calling toll free, [XXX-XXX-XXXX]. Paper claim forms are also available by emailing [EMAIL ADDRESS]. If you choose to submit a paper claim form, you must mail it to the Settlement Administrator postmarked by [**DATE**].

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Do I have a lawyer in the case?

If you are receiving this Notice, ExpressVPN's records show you are likely included in the Class and therefore have a lawyer in this case. The Court appointed the law firms Dovel & Luner, LLP and Wittels McInturff Palikovic as "Class Counsel" to represent the Class Members in this case. You do not have to pay Class Counsel or anyone else to participate. Instead, Class Counsel will file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case. Class Counsel will request no more than one-third of the total value of the Settlement Fund for attorneys' fees and cost reimbursements. If you want to be represented by your own lawyer, you may hire one at your own expense.

Your other options.

If you are included in the settlement and do nothing, your rights will be affected and you won't get a cash payment. If you are a former subscriber, you will automatically receive a Credit Voucher even if you do nothing. Whether you are a former subscriber is determined by your subscription status as of [Preliminary Approval Date]; if your subscription was active on that date, you are not eligible for a Credit Voucher even if you later cancel or let your subscription lapse. If you don't want to be legally bound by the settlement, you must exclude yourself from it by [**DATE**]. Unless you exclude yourself, you won't be able to sue ExpressVPN for any claim made in this lawsuit or released by the settlement. If you exclude yourself, you won't receive a cash payment or a Credit Voucher. If you stay in the settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the Final Approval Hearing—at your own cost—but you don't have to. Objections are due by [**DATE**]. More information about these options is available at [WEBSITE].

When will the judge consider the proposed settlement?

The Court will hold the Final Approval Hearing at [TIME] [AM/PM] **on** [**DATE**] in Department N-28 of the San Diego North County Courthouse, 325 South Melrose Drive, Vista, CA 92081. At the Final Approval Hearing, the Court will consider whether the settlement and its terms are fair, reasonable, and adequate. The date of the Final Approval Hearing may change without further notice, and Class Members should check [WEBSITE] or the Court's docket to confirm that the date has not changed.

This Notice is only a summary.

For more information, visit [WEBSITE] or you can contact the Settlement Administrator by sending an email to [EMAIL ADDRESS] or by calling [XXX-XXX-XXXX].

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

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EXHIBIT D

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Superior Court of the State of California
County of San Diego

Marin v. Express Technologies, Ltd., No. 26CU028651N

CLAIM FORM FOR SETTLEMENT PAYMENT

EXPRESSVPN CALIFORNIA SETTLEMENT

Instructions: You may be eligible for a payment as part of a class action settlement. To submit a claim for payment, please complete the form.

Please read the notice of this settlement carefully before filling out this Claim Form. The notice is available at [URL w/ hyperlink].

If you wish to receive a cash benefit, you must submit a valid Claim no later than 11:59 p.m. Pacific Time on [Claim Deadline]. Please only submit one Claim Form.

YOUR CONTACT INFORMATION

First Name: _____ Last Name: _____

Best Email to Reach You: _____

YOUR CLAIM INFORMATION

Notice ID Number (provided **in red** on the Notice email sent to you): _____

PAYMENT SELECTION

Please select **one** of the following payment options:

☐ **PayPal -** Enter your PayPal email address: _____

☐ **Zelle –** Enter the email address or mobile number associated with your Zelle account: _____

☐ **Venmo –** Enter the mobile number associated with your Venmo account: _____

☐ **Virtual Mastercard –** Enter an email address to receive the Virtual Mastercard. _____

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☐ **Physical Mastercard –** Enter the mailing address to which the physical Mastercard will be mailed:

Street address:	
City:	State:
Zip Code:	

☐ **Check –** Enter the mailing address to which the Check will be mailed:

Street address:	
City:	State:
Zip Code:	

☐ **Automated Clearing House Transfer –** Enter your bank account information to which the cash benefit will be electronically transferred:

Name on Account:	
Account Number:	Routing Number:
Bank Name:	

By submitting this claim form, I attest that I purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022, to June 13, 2025, while living in California. I also agree and consent to the Privacy Policy [with hyperlink], the use of this information to process my claim, and **to be communicated with electronically via email and/or mobile phone text about the settlement (message & data rates may apply)**.

Date: _____ Signature: _____

If any of your information changes, you must promptly notify us by emailing info@XXXYYYY.com.

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EXHIBIT E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SEAN MARIN and MARCO MARTINEZ, each individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

EXPRESS TECHNOLOGIES, LTD.,

Defendant.

Case No. 26CU028651N

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR CONDITIONAL CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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The Court, having considered Plaintiffs' Unopposed Motion for Conditional Class Certification and Preliminary Approval of Class Action Settlement and all supplements thereto (collectively, the "Motion") and the Settlement Agreement dated XXXXX XX, 2026 (the "Settlement Agreement") filed with the Motion, rules as follows:

1. Terms in this Order shall have the same meaning given such terms in the Settlement Agreement.

2. **Conditional Settlement Class**: This Court finds on a preliminary basis that the class as defined in the Settlement Agreement ("Settlement Class") meets all requirements for certification of a settlement class under Section 382 of the Code of Civil Procedure, Civil Code Section 1781, Rule 3.769 of the California Rules of Court, and applicable case law. Accordingly, the Court provisionally certifies the Settlement Class, which is composed of:

California ExpressVPN subscribers who purchased an automatically renewing subscription to ExpressVPN in the period from September 15, 2022, through June 13, 2025, as reflected in the Class Summary Excel File. The following people are excluded from the Settlement Class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

3. This certification of a preliminary Settlement Class under this Order is for settlement purposes only. Certification shall not constitute, nor be construed as, an admission by Defendant that any other proposed or certified class action is appropriate for class treatment. Entry of this Order is without prejudice to the rights of Defendant to: (1) oppose class certification in this action should the Settlement Agreement not be approved or not be implemented for any

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reason; (2) oppose class certification in any other proposed class action; or (3) contest the merits of allegations in any other action.

4. The Court provisionally finds that members of the Settlement Class are ascertainable; that members of the Settlement Class are so numerous that joinder of all members would be impracticable; that the litigation and proposed Settlement Agreement raises issues of law and fact common to the claims of the Class Members and these common issues predominate over any issues affecting only individual members of the Settlement Class; that the claims of the named Plaintiffs are typical of the claims of the Settlement Class; that in prosecuting this Action and negotiating and entering into the Settlement Agreement, the named Plaintiffs and their counsel have fairly and adequately protected the interests of the Settlement Class and will adequately represent the Settlement Class in connection with the Settlement Agreement; and that a class action is superior to other methods available for adjudicating the controversy.

5. **Class Representatives**: The Court provisionally appoints Sean Marin and Marco Martinez as the representatives of the Settlement Class.

6. **Settlement Administrator**: The Court appoints Fidexis, LLC as the Settlement Administrator under the terms of the Settlement Agreement.

7. **Class Counsel:** For purposes of settlement only, the Court finds that counsel for the Settlement Class—Simon Franzini, Jonas Jacobson, and Martin Brenner of Dovel & Luner LLP, and Ethan D. Roman of Wittels McInturff Palikovic—are qualified, experienced, and skilled attorneys capable of adequately representing the Settlement Class, and they are provisionally approved as Class Counsel.

8. **Fair, Reasonable, and Adequate**: The Court has reviewed the Settlement Agreement and finds that the settlement memorialized therein falls within the range of reasonableness and potential final approval, thereby meeting the requirements for preliminary approval. The Court finds that the Settlement Agreement resulted from arm's-length negotiations between the Parties and their well-informed and experienced counsel. These negotiations were assisted by an experienced and neutral mediator, Hunter Hughes, Esq. The Settlement Agreement

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itself provides direct relief to each Class Member in the form of a pro rata cash benefit of a $3.9 million Cash Fund, and for Class Members whose ExpressVPN subscriptions were canceled or otherwise lapsed as of the date of preliminary approval, an additional credit voucher for a non-renewing 3-month ExpressVPN subscription. Such credit vouchers are collectively valued at a total of approximately $6.6 million. In short, the Settlement Agreement appears fair, reasonable, adequate, and within the range of possible final approval, and thus, notice to members of the Settlement Class should issue as directed below. In addition, Defendant agrees in the Settlement Agreement that as a result of Plaintiffs' action, Defendant revised its practices regarding auto-renewal subscription disclosures to the benefit of Settlement Class Members and the general public. As reflected in the Settlement Agreement, Defendant denies that its business practices ever failed to comply with any applicable law and states that it implemented all business practice changes solely to further ensure compliance with all potentially applicable laws. The Parties placed a reasonable value on these business practice changes of $1.5 million, accounting for the potential impact of the changes on future subscriptions and the cost of implementation.

9. **Class Notice**: The Court has reviewed and approves the form and content of the notices attached to the Settlement Agreement, and finds that the notices, in substantially the same form as attached to the Settlement Agreement, should go out to the Settlement Class in the manner described in the Settlement Agreement. The Court finds that the methods of giving notice prescribed in the Settlement Agreement meet the requirements of Rule 3.769(f) of the California Rules of Court and due process, are the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled thereto, and comply with the requirements of the California Constitution, the Constitution of the United States, and all other applicable laws. The Settlement Administrator and Defendant shall carry out the notice plan as laid out in the Settlement Agreement.

10. **Schedule for Settlement Administration**: The Court hereby sets the following dates and deadlines:

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a. The Notice Date, or the deadline for sending the Notice to Settlement Class Members, as required under the terms of the Settlement Agreement, shall be within 45 days of the date of entry of this Order.

b. The deadline for Settlement Class Members to submit a claim, opt out of the Settlement Agreement, or object to the Settlement Agreement shall be 60 days after the Notice Date.

c. Any Motion for Attorneys' Fees, Costs, and Incentive Awards shall be filed 14 days before the deadline for Settlement Class members to opt out or object to the Settlement Agreement, and not earlier than then.

d. The Motion for Final Approval shall be filed at least 16 court days prior to the Final Approval Hearing.

e. No later than 2 days prior to the hearing on final approval, Class Counsel shall provide the court with any responses to any written objections made by Settlement Class Members.

f. The Final Approval Hearing date shall be on _____**[DATE]** at _____**[TIME]** in Department N-28 of this Court.

11. **Claims, Objections, and Requests for Exclusion**: The Court approves the content of the Claim Form and approves and adopts the claims procedures set forth in the Settlement Agreement. The Court hereby approves and adopts the procedures and manner governing all requests to be excluded from the Settlement Class, or for objecting to the Settlement Agreement, as provided for in the Settlement Agreement. The Court orders that Class Members will have 60 days to opt out or object to the Settlement Agreement following the Notice Date.

12. **Final Approval Hearing**: At the Final Approval Hearing, the Court shall determine whether final approval of the Settlement Agreement is warranted, as well as determine whether any application by Class Counsel for attorneys' fees, reimbursement of expenses, and incentive compensation to the named Plaintiffs shall be approved and in what amounts.

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13. **Stay of Proceedings and Actions**: All proceedings and deadlines in this action are stayed pending Final Approval of the Settlement Agreement, except as may be necessary to effectuate the settlement or comply with its terms. Furthermore, pending Final Approval of the Settlement Agreement, all Class Members are prohibited from commencing any action, arbitration, or other proceeding in any court, arbitration forum, or tribunal against Defendant (or any of the Released Parties) asserting any of the Released Claims as defined in the Settlement Agreement. Defendant shall reserve its right to answer or otherwise respond to the Complaint if for any reason the settlement is not finally approved.

14. **Other Provisions**: If for any reason the Court does not execute and file an order of Final Approval, or if the Effective Date does not occur for any reason, the Parties will be restored to the status quo ante as set forth in the Settlement Agreement. All orders entered in connection with this settlement, including this order conditionally certifying the Settlement Class, will become null and void, and shall not be used or referred to in this or other actions (except as permitted under the Settlement Agreement). Moreover, the Settlement Agreement, and all negotiations and proceedings related to it, will be deemed to be without prejudice to the rights of any and all Parties, who shall be restored to their respective positions as of the date of the Settlement Agreement.

Good cause appearing therefore, IT IS SO ORDERED.

DATED: _____, 2026

_____
Honorable Daniel Segura
Judge of the Superior Court

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PROOF OF SERVICE

I am a resident of the state of California, I am over the age of 18 years, and I am not a party to the within action. My business address is 201 Santa Monica Blvd., Suite 600, Santa Monica, CA 90401.

On XXXXX XX, 2026, I served the foregoing document(s) described as [PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR CONDITIONAL CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on all interested parties in this action as follows:

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John W. Baumann
Rex N. Alley
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Los Angeles, CA 90017
Phone: (213) 443-3000
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Nicolas G. Keller
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New York, New York 10016
Phone: (212) 849-7000
nicolaskeller@quinnemanuel.com

Attorneys for Defendant Express Technologies, Ltd.

☒ **(VIA ELECTRONIC SERVICE):** I served the document(s) listed above electronically via email or electronic transmission. I caused the documents to be sent to the persons at the email addresses above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on XXXXX XX, 2026 at Santa Monica, California.

/s/
[Insert]

PROOF OF SERVICE

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EXHIBIT F

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SEAN MARIN and MARCO MARTINEZ, each individually and on behalf of all others similarly situated, *Plaintiffs,* vs. EXPRESS TECHNOLOGIES, LTD., *Defendant.*	Case No. 26CU028651N **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

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Before the Court are Plaintiffs Sean Marin and Marco Martinez's Unopposed Motion for Final Approval of Class Action Settlement and Unopposed Motion for Attorneys' Fees, Costs, and Incentive Awards (the "Motions"). The Court held a Final Approval Hearing on XXXXX XX, 2026. The Court has reviewed Plaintiffs' Motions and documents submitted in support thereof, the record in this case, and the relevant law. Any class members objecting to the settlement were permitted to submit written statements and address the Court in person. Being fully advised, the Court **GRANTS** Plaintiffs' Motions. The Court **ORDERS** and makes the following findings and determinations:

1. The Court has personal jurisdiction over all of the Parties to this Action, including Class Members. And the Court has subject matter jurisdiction over this Action, and all matters related to the settlement.

2. The Settlement Agreement ("Agreement," "Settlement" or "Settlement Agreement") is incorporated by reference into this Order and is adopted by the Court.

3. Terms in this Order shall have the same meaning given such terms in the Settlement Agreement.

Approval of Notice and Settlement Administration

4. Direct notice was distributed to Settlement Class Members as ordered in this Court's Preliminary Approval Order.

5. The Court finds that Notice was disseminated in a manner that: (a) constituted the best notice practicable under the circumstances; (b) was reasonably calculated to inform all Class Members of this Action, of the terms and effect of this Settlement, of their right to opt out of or object to this Settlement, of the Final Approval Hearing, of Class Counsel's fees and costs request, and of the Class Representatives' request for incentive awards; (c) constituted due, adequate and sufficient notice to Class Members; (d) satisfied the requirements of the United States Constitution and all other applicable law; and (e) fully satisfied the requirements of due process and the applicable rules governing class action settlements, including Rule 3.766 of the California Rules of Court.

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6. The notices themselves provided all relevant information concerning the claims, the Settlement's terms and impact, and Class Members' ability to opt out of or object to the settlement. (Declaration of _____ at ¶ ___; *id*. Exhibit A.) Plus, in addition to direct notice, the Settlement Administrator established and ran a Settlement Website that provided additional information to Class Members, including a FAQ page, contact information, and relevant documents. (____Decl. ¶ ___.) In sum, the Court finds that thorough and effective Notice was successfully administered.

Certification of the Settlement Class

7. Pursuant to CRC 3.769, Civil Code section 1781, and Code of Civil Procedure section 382, the Court finally certifies the following Class, for settlement purposes only:

- California ExpressVPN subscribers who purchased an automatically renewing subscription to ExpressVPN in the period from September 15, 2022, through June 13, 2025, as reflected in the Class Summary Excel File.

The following people are excluded from the Settlement Class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

8. This Class is the same as was conditionally certified in the Court's Preliminary Approval Order. The Court again finds that this Settlement Class satisfies the requirements of CRC 3.769, Civil Code section 1781, and Code of Civil Procedure section 382.

9. First, the Settlement Class is so numerous that joinder of all Class Members in a single action is impracticable. The Class is ascertainable both through its definition and through Defendant's records. Next, there are numerous common questions of law and fact, and these common questions

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predominate over all individual questions. In addition, the claims of the Class Representatives are typical of the Settlement Class. And the Class Representatives, along with Class Counsel, have no conflicts with Settlement Class Members and have fairly and adequately represented the Class's interests. Finally, because the claims are numerous and low in value, a class action is a superior mechanism for their resolution.

10. For these reasons, the Court reaffirms its preliminary certification of the Class for settlement purposes, its preliminary appointment of Sean Marin and Marco Martinez as Class Representatives, and its preliminary appointment of Dovel & Luner, LLP and Wittels McInturff Palikovic as Class Counsel.

The Settlement Warrants Final Approval

11. Pursuant to CRC 3.769, the Court grants final approval of the Settlement.

12. The Settlement is entitled to the presumption of fairness because it was reached through arm's-length bargaining; the Parties' investigation and discovery were sufficient to allow the Parties, their counsel, and the Court to act intelligently; and the Parties' counsel is experienced in similar litigation.

13. The Settlement was negotiated at arm's length with the aid of an experienced mediator. The Parties participated in an all-day mediation with the mediator and then spent several months negotiating before the final Agreement was executed.

14. The case was litigated for several months before the Parties initiated settlement discussions. During that time, the Parties engaged in discovery, and Class Counsel represents that they used documents produced by Defendant in discovery to assess the Class's claims and Defendant's defenses. In addition, during settlement negotiations, the Parties exchanged additional pertinent information. Class Counsel represents that they used this information to assess the Class's claims, Defendant's defenses, and to develop multiple damages models, and that this information informed Plaintiffs' settlement posture. Class Counsel also thoroughly investigated Defendant's pricing and

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autorenewal practices, and the Parties fully briefed Defendant's motion to dismiss and, in the alternative, compel arbitration in the federal matter. Class Counsel also retained a litigation expert to further evaluate Defendant's autorenewal practices and disclosures. Thus, the Parties approached negotiations with sufficient information to thoroughly evaluate the value of the case and potential agreements.

15. Class Counsel has substantial experience litigating class actions, including a special expertise in cases alleging deceptive automatic renewal tactics. So, Class Counsel's recommendation of this settlement is entitled to weight.

16. In addition to the presumption of fairness, other factors present here show that the settlement is fair, reasonable, and adequate to all concerned.

17. The Settlement provides significant value to the Class. The settlement provides direct compensation to Class Members in the form of a cash benefit of a $3.9 million Cash Fund, and for Class Members whose ExpressVPN subscriptions were canceled or otherwise lapsed as of the date of preliminary approval, a credit voucher for a non-renewing 3-month ExpressVPN Advanced-tier subscription. Such credit vouchers are collectively valued at a total of $X million. Inactive Class Members will automatically receive a link to a Credit Voucher without the need to submit a claim form or take any other action. For cash payments, Class Members need only submit a simple, easy to understand claim form to obtain their share of the Cash Fund. The Court approves this distribution method.

18. Continued litigation would have presented substantial risk for the Settlement Class. Defendant vigorously contests all aspects of liability and damages in this Action. If Plaintiffs lost on these disputed issues, they may have been completely unable to pursue class relief. Plus, continued litigation would impose additional expense and delay that could undercut any potential recovery for the Class.

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19. Both the Class Representatives and Class Counsel adequately represented the Class and recommend this Settlement. The Class Representatives actively participated in the Action and provided valuable services to the Class.

20. Thus, the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class Members.

Approval of Attorneys' Fees, Costs, and Incentive Awards

21. After considering Class Counsel's Motion for Attorneys' Fees, Costs, and Incentive Awards ("Fee Motion"), the Court grants the requested attorneys' fees of $XXXXXXX. The requested fee award is within the average award of 33.3% of the total recovery typically granted by California courts, and is justified given the excellent result achieved for the Settlement Class in this case. The Court has considered the relevant factors to assess the reasonableness of the fees, including the results obtained for the Class, the risks presented by the case, Class Counsel's experience in this area and the quality of the work on this case, and that Class Counsel took this case on a contingency basis.

22. The Court recognizes that it has the discretion to forgo a lodestar analysis and finds that a lodestar cross-check is not necessary here. In any event, the Court also finds that the requested fees are reasonable under the lodestar-multiplier method based on the information provided by Class Counsel with the Fee Motion. In addition, the multiplier is reasonable and justified. Put differently, Class Counsel's fee request is reasonable under both the percentage-of-the-fund and lodestar-multiplier methods of calculating fee awards.

23. The Court also finds that the costs incurred by Class Counsel were reasonable and grants Class Counsel's request for $XXXXXX in cost reimbursements.

24. The Court also grants the Class Representatives' requested incentive awards. Each Class Representative shall be awarded $5,000, for a total of $10,000. This award is justified given the Class Representatives' participation in this Action and their service to the Settlement Class.

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Release of Claims and Final Judgment

25. Entry of this final approval order does not constitute a finding that Plaintiffs' claims had merit or that Defendant's defenses were valid.

26. Upon payment and distribution of all benefits owed under the Settlement Agreement, the claims asserted in this Action, and the Released Claims of each Plaintiff and Class Member, are fully, finally, and forever released and discharged by Class Members who did not submit valid requests for exclusion, pursuant to the terms of the Settlement Agreement. Thus, Class Members—except for any Class Members who submitted a valid request for exclusion—are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties as provided in the Settlement Agreement.

27. As a result of the Settlement's Final Approval, **Final Judgment** is entered based on the Parties' Settlement Agreement. Accordingly, this Action is **DISMISSED WITH PREJUDICE**, with all Parties to bear their own costs and fees, except as set forth herein.

28. Notwithstanding the foregoing, and without affecting the finality of this Order in any way, the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement, and guarantee that its terms and this Order are carried out.

The Clerk is **DIRECTED** to enter this Judgment and close the case.

DATED: _____, 2026

_____
The Honorable Daniel Segura
Judge of the Superior Court

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EXHIBIT G

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[Continued on signature page]

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

TIMOTHY MILLAR, MARCO MARTINEZ, and SEAN MARIN, each individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

EXPRESS TECHNOLOGIES, LTD.,

Defendant.

Case No. 8:25-cv-01273-FWS-DFM

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE PURSUANT TO RULE 41(a)(1)(A)(ii)

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WHEREAS, plaintiffs Marco Martinez and Sean Marin ("Plaintiffs") and defendant Express Technologies, Ltd. ("Defendant") have entered into a Settlement Agreement resolving, on a class-wide basis, the claims asserted in this action, which Settlement Agreement has been approved in the related state action, *Marin v. Express Technologies, Ltd.*, No. 26CU028651N (Cal. Super. Ct., San Diego Cnty.) (the "State Action");

WHEREAS, on June 22, 2026, plaintiff Timothy Millar—who is not a member of the settlement class—and Defendant filed a Joint Stipulation of Dismissal with Prejudice as to Mr. Millar's individual claims (ECF No. 67);

WHEREAS, the Settlement Agreement provides that the Parties will dismiss this action within ten (10) days after the Effective Date of the settlement, as that term is defined in the Settlement Agreement; and

WHEREAS, the Effective Date of the settlement of the State Action has occurred on [Date];

NOW THEREFORE, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiffs and Defendant, by and through their undersigned counsel of record, hereby stipulate and agree as follows:

1. Plaintiffs Marco Martinez and Sean Marin hereby dismiss this action in its entirety, **WITH PREJUDICE**.

2. Each party shall bear its own attorneys' fees, expenses, and costs incurred in this action, except as otherwise provided in the Settlement Agreement.

3. Pursuant to Rule 41(a)(1)(A)(ii), this dismissal is effective upon the filing of this Stipulation, which is signed by all parties who have appeared in this action; no order of the Court is required.

IT IS SO STIPULATED.

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Dated: [XX]

By: */s/ DRAFT*
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(*Admitted *Pro Hac Vice*)

Attorneys for Defendant

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If you purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022, to June 13, 2025, while living in California, you may be entitled to a payment from a class action settlement.

A court authorized the creation of this informational website. It is not a solicitation from a lawyer or an advertisement.

- This website provides information regarding a class action lawsuit against Express Technologies, Ltd. ("ExpressVPN"), titled *Marin et al. v. Express Technologies, Ltd.*, Case No. 26CU028651N, in the Superior Court of the State of California, County of San Diego, which may affect your rights.
- A court has preliminarily approved a class action settlement involving ExpressVPN. The Class includes individuals who purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022 to June 13, 2025 while living in California.
- The lawsuit alleges that ExpressVPN's autorenewal practices violated California consumer protection statutes. ExpressVPN denies any wrongdoing and maintains that it complies and has always complied with all applicable laws. The Court has not determined who is right.
- The court will hold a hearing on whether to approve the settlement on [DATE] ("the Final Approval Hearing"). Payments will be made only if the Court approves the settlement.
- Your rights and options—and the deadlines to exercise them—are summarized below. Further information can be found on the F.A.Q. page and in the Long Form Notice available on the Documents page.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing and the Court approves the settlement, you will be legally bound by all of the Court's orders and any judgment approving the settlement. By doing nothing, you will give up certain rights to sue ExpressVPN. If you do nothing, you will not receive a cash settlement payment. If you are a Settlement Class Member who is a former ExpressVPN subscriber as of [PRELIMINARY APPROVAL DATE], you will still receive a Credit Voucher even if you do nothing.
SUBMIT A CLAIM FORM	If you are a Settlement Class Member and submit a valid and timely Claim Form, you will receive a cash settlement payment

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DEADLINE: [CLAIM DEADLINE]	of up to twice your total subscription charges during the class period. Your actual payment depends on various factors and may be less than this amount. By submitting a Claim Form, you will give up certain rights to sue ExpressVPN. If you are a Settlement Class Member who is a former ExpressVPN subscriber as of [PRELIMINARY APPROVAL DATE], you will also receive a Credit Voucher. **Claim Forms must be submitted online or postmarked by [Claim Deadline].**
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: [OBJECTION/EXCLUSION DEADLINE]	Exclude yourself from the settlement and receive no compensation. This is the only option that allows you to sue ExpressVPN on your own regarding the legal claims in this case, but you will not receive compensation (including any Credit Voucher) under the settlement. **Requests for exclusion must be mailed to the Settlement Administrator postmarked no later than [Objection/Exclusion Deadline].**
OBJECT TO THE SETTLEMENT: DEADLINE: [OBJECTION/EXCLUSION DEADLINE]	Write to the Court about why you do not like the settlement. A Settlement Class Member who objects still remains in the Class. If the settlement is approved, you will still be bound by the settlement. If you submit a valid and timely Claim Form, you may still receive a cash settlement payment, and if you are a Settlement Class Member who is a former ExpressVPN subscriber as of [PRELIMINARY APPROVAL DATE], you may still receive a Credit Voucher. You may also ask to speak in Court about why you object to the proposed settlement or any of its provisions. **Objections must be mailed to the Settlement Administrator postmarked no later than [Objection/Exclusion Deadline].**

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

BASIC INFORMATION

Why did I receive a notice about this lawsuit?

If you received a notice about this lawsuit, it means that ExpressVPN's records show that you may be a member of the Settlement Class (defined below).

You were sent notice because you have the right to know about the proposed settlement of this lawsuit and about your options before the Court decides whether to approve the settlement. This website explains the lawsuit and your legal rights.

What is this lawsuit about?

The case challenges ExpressVPN's autorenewal practices. In particular, the lawsuit claims that ExpressVPN violated California consumer protection statutes by not adequately disclosing the automatic renewal terms of ExpressVPN subscriptions in a clear and conspicuous manner.

ExpressVPN denies these allegations and any wrongdoing and maintains that its autorenewal practices are and were at all times lawful.

More information about the lawsuit can be found in the "Documents" section of the Settlement Website at [**WEBSITE**].

Why is this a class action?

In this class action, the Class Representatives sued on behalf of people who they believe have similar claims (the "Class Members"). The case is brought as a class action because the Class Representatives believe it is more efficient to pursue all Class Members' claims in one lawsuit. More information about why this is a class action can be found in the Court's Preliminary Approval Order, which is available at [URL TO DOCUMENTS SECTION OF WEBSITE].

WHO IS INCLUDED IN THE LAWSUIT?

Who is part of the Class?

The Class includes individuals who purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022 to June 13, 2025 while living in California.

The full Class definition is included in the Settlement Agreement, available on the Documents page of this website.

How can I be sure if I am included?

If you are not sure whether you are included in the lawsuit, you may call [Admin phone number] and leave a voicemail with questions. You may also send questions to the Settlement Administrator at [ADDRESS] or at [EMAIL ADDRESS]. Do not contact ExpressVPN, its lawyers, or the Court.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

When will I get my payment?

We can't give you a date yet. We estimate that payments will be made about two months after the judge approves the settlement or after any appeals are resolved in favor of the settlement. The judge will consider whether to approve the settlement on [FINAL APPROVAL DATE]. Even if the judge approves the settlement, there may be appeals. It is always uncertain whether and when appeals will be resolved and resolving them can take more than a year. Please be patient.

All checks will expire and become void 90 days after they are issued.

The Settlement Website will be updated to inform Class Members of the progress of the settlement.

YOUR RIGHTS AND OPTIONS

How can I get a payment?

To get a cash payment, you must complete and submit a valid Claim Form **no later than [CLAIMS DEADLINE]**. Please file your claim electronically on [SETTLEMENT WEBSITE]. Not only is submitting online easier and more secure, but it is completely free and takes only minutes. You can get a payment by check or electronically through an ACH transfer, prepaid Mastercard (virtual or physical), PayPal, Zelle, or Venmo.

If you want a paper copy of the Claim Form, you can download it **here** [LINK TO CLAIM FORM], or call toll free to request that one be mailed to you, [XXX-XXX-XXXX]. If you want to submit your Claim Form by mail please send it to the Settlement Administrator at the address below:

SETTLEMENT ADMINISTRATOR

P.O. BOX XXX

ANYTOWN, ANY XXXXX

If you timely submit a valid Claim Form and your claim is approved, you will receive a cash payment after the settlement is approved.

Please read the Claim Form carefully and provide all the information required. All Claim Forms **must be received (or postmarked if mailed) and properly completed by [CLAIMS DEADLINE]**.

What are my other choices?

As a Class Member, you have a choice whether to remain in the Class and be represented by the Class Representatives and Class Counsel, or to exclude yourself. Either choice will have legal consequences, which you should understand before making your decision.

What happens if I do nothing?

If you are a Class Member and you do nothing (meaning you don't submit a Claim Form and don't exclude yourself), you will **not** receive money from this settlement and you will release your claims. Releasing your claims means that, if the judge approves the settlement, you are giving up the right to file your own lawsuit against, or seek further money from, ExpressVPN for any of the issues or claims in the case—whether or not

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you are currently aware of those claims. The specific scope of the claims you are releasing is in paragraph 77 of the Settlement Agreement, which is available through the "Documents" link on the Settlement Website.

If you are a Class Member who is a former ExpressVPN subscriber as of [DATE], you will still receive a Credit Voucher that may be redeemed for a 3-month "Advanced"-tier subscription for ExpressVPN even if you do nothing at all.

What if I don't want to be part of the Class?

If you do not want a settlement benefit and you want to keep the right to sue or continue to sue ExpressVPN regarding the claims released by the Settlement Agreement, you must exclude yourself from the Class. If you exclude yourself, you will not receive any money or other settlement benefits that may result from this lawsuit. You will not be bound by any Court orders regarding this lawsuit and you will keep any rights to sue ExpressVPN on your own regarding the legal claims in this case.

To exclude yourself from the Class, you must mail a letter stating that you want to exclude yourself from the Class to the Notice Administrator at the address below:

[ADDRESS]

Your letter must include:

- The following statement: "I request to be excluded from the Class and Settlement in *Marin v. Express Technologies, Ltd.*, No. 26CU028651N."
- Your full name
- Your mailing address
- Your email address
- Your phone number, and
- Your signature (a typed signature or an attorney's signature will not satisfy this requirement)

You **must** mail your letter postmarked by [DATE]. This will be the only opportunity you will have to exclude yourself from the Class.

If I don't exclude myself, can I sue later?

No. Unless you exclude yourself by the deadline, you give up any right to sue (or continue to sue) ExpressVPN for the claims released in the Settlement Agreement.

How do I tell the Court that I do not agree with the settlement?

If you are a member of the Class and you do not exclude yourself, you can ask the judge to deny approval of the settlement by filing an objection. You cannot ask the judge to order a different settlement—the judge can only approve or reject the settlement. If the Court denies approval, no settlement payments will be made and the lawsuit will continue. A Class Member who objects still remains in the Class and, if the Court approves the settlement, will receive the benefits afforded by the settlement.

Any objection to the proposed settlement must be in writing. If you submit a written objection before the deadline, you may, but don't have to, appear at the Final Approval Hearing. If you want to appear, you can do so yourself or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

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All written objections and supporting papers must (a) clearly identify the case name and number ("*Marin v. Express Technologies, Ltd.*, Case No. 26CU028651N (San Diego Cnty.)"), and (b) be mailed to the Settlement Administrator postmarked on or before [Objection/Exclusion Deadline].

ExpressVPN Settlement Administrator
ATTN: Objection
Address

Written objections must also contain: (1) your full name, mailing address, email address, and telephone number, and the same information for any counsel who represents you or who assisted in preparing your objection (whether or not such counsel represents the objector); (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs, or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you or an attorney you hire intend to appear at the Final Approval Hearing; (6) a signed statement attesting, under penalty of perjury, that you are a Class Member; (7) a list of all objections filed by you or your counsel to class action settlements in the last five years (if any); and (8) your signature and your attorney's signature (if any).

THE LAWYERS REPRESENTING YOU

Who is Class Counsel?

The Court has appointed Dovel & Luner, LLP and Wittels McInturff Palikovic as Class Counsel to represent you and the other Class Members. Their contact information is below:

Dovel & Luner, LLP
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
Telephone: 310-656-7066
jonas@dovel.com
martin@dovel.com

Wittels McInturff Palikovic
305 Broadway, 7th Floor
New York, NY 10007
Telephone: 914-775-8862
case@wittelslaw.com

If you want to be represented by another lawyer, you may hire one at your own expense.

How will Class Counsel be paid?

Class Counsel will file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case. Class Counsel will request no more than one-third of the value of the Settlement Fund to them for attorneys' fees and reimbursement of out-of-pocket expenses incurred in the lawsuit. Class Counsel may also ask the Court to approve a Service Award of up to $5,000 to each Class Representative for their efforts in litigating the case. The Court may award less than the amounts requested. Any court-approved attorneys' fees

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

and cost reimbursements or Service Awards will be paid from the Cash Fund.

GETTING MORE INFORMATION

How do I get more information about the Lawsuit?

This page summarizes the lawsuit. You can access a copy of the complaint, the Long Form Notice, and other important information about the lawsuit on the Documents page of this website. You may also contact the Settlement Administrator directly if you have any questions. Before doing so, however, please review this page carefully.

[ADDRESS]
Tel: [XXX-XXX-XXXX] | Fax: [XXX-XXX-XXXX]
Email: [EMAIL ADDRESS]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR EXPRESSVPN WITH INQUIRIES ABOUT THE CASE. INSTEAD, PLEASE DIRECT ANY INQUIRIES TO THE CONTACTS LISTED ABOVE.

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

MARIN v. EXPRESS TECHNOLOGIES – IVR SCRIPT – TELEPHONE: [XXX-XXX-XXXX]

For Spanish, press 1.

Main: Thank you for calling the ExpressVPN California Settlement Administrator. This call may be recorded for training purposes. Welcome to the Marin v. Express Technologies., Ltd. class action voice information system. This system uses an FAQ format to briefly describe a class action settlement for your 24/7 convenience. A court has preliminarily approved a class action settlement involving ExpressVPN. The Class includes individuals who purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022 to June 13, 2025 while living in California. The lawsuit alleges that ExpressVPN's autorenewal practices were unlawful. ExpressVPN denies all wrongdoing and maintains its business practices are and always have been lawful. The Court has not determined who is right. The court will hold a hearing about the fairness of the settlement on [DATE]. Benefits will be distributed to Settlement Class Members only if the Court approves the settlement.

Main Menu: Please dial the question number to continue to the answer.

Question 1. What is this lawsuit about? Question 2. How do I know if I am included in the Class? Question 3. What are my options as a Class member? Question 4. How do I exclude myself from the Class? Question 5. Is any money available now? Question 6. How do I get more information? Question 7: How do I submit a claim? To repeat this menu, press 0. To leave a voicemail, press 9, and an operator will call you back within 48 hours.

Question 1: This class action lawsuit claims that ExpressVPN's subscription autorenewal practices violated California consumer protection laws. ExpressVPN denies any wrongdoing. The Court has preliminarily approved the class action settlement. The Court has not determined who is right or who will win. To replay this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.

Question 2: If you received a Notice by mail or email, ExpressVPN's records indicate that you are a part of the Class. The Class includes individuals who purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022 to June 13, 2025 while living in California. If you are still unsure if you are included in the Class, please visit [WEBSITE], email [EMAIL ADDRESS], or leave a voicemail. To repeat this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.

Question 3: As a Class Member, you have a choice whether to remain in the Class or to exclude yourself. If you do nothing, you will remain in the Class. If the Court approves the settlement, you will have the option of submitting a Claim Form to receive a Cash Benefit. Please visit [WEBSITE] to learn more about submitting a Claim Form. If you are a former ExpressVPN subscriber as of [DATE], you may also receive a Credit Voucher if the Court approves the settlement, even if you do nothing. You will have the option of objecting to the Settlement. Please visit [WEBSITE] to learn more about objecting to the settlement. Unless you exclude yourself from the settlement, you will be legally bound by all Court orders, including the settlement, which means you won't be able to sue, or continue to sue, ExpressVPN about the same legal claims in this case. If you decide you do not want to be a member of the Class, you must exclude yourself. If you exclude yourself, you will not receive any money or other compensation if the Court approves the settlement. You will not be bound by any Court orders and you will keep any rights to sue ExpressVPN on your own regarding the legal claims in this case. To repeat this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.

Question 4: If you decide you do not want to be a Class member, you must exclude yourself. If you exclude yourself, you will not receive any money or other compensation that may result from this lawsuit. You will not be bound by any Court orders and you will keep any rights to sue ExpressVPN on your own regarding the legal claims in this case. To exclude yourself from the Class, you must mail a letter stating that you request to be excluded from the Class and settlement in Marin v. Express Technologies, Ltd., Case Number 26CU028651N to

Docusign Envelope ID: FC28363B-C0DC-8273-82B4-935480586F84

the Settlement Administrator at [ADDRESS]. Your letter must also include your full name, current mailing address, telephone number, email address, and signature. More information about excluding yourself from the settlement is available at [Website]. To repeat this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.

Question 5: Before any payments can be made, the Court must first decide whether to approve the settlement after the final approval hearing, which is scheduled to be held on [DATE]. The Court may reschedule the final approval hearing without notice to the Class, so please visit [WEBSITE] for the latest information about the final approval hearing. Settlement benefits will be distributed after the Court approves the settlement and after any appeals are resolved in favor of the settlement. This process may take time, so please be patient. To repeat this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.

Question 6: You can access a copy of the settlement agreement and other important information about the lawsuit at [WEBSITE]. If you have any questions, you may also contact the Settlement Administrator directly at [EMAIL ADDRESS] or by writing to [ADDRESS]. Please do not contact the clerk of the court, the judge, or ExpressVPN with inquiries about the case. To repeat this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.

Question 7: You may submit a claim form online quickly and securely by visiting the settlement website at [WEBSITE]. You may also print a claim form from the settlement website. If you would prefer for a claim form to be mailed to you, please state your name and mailing address. When you are finished, press the pound key on your telephone keypad. Thank you. Your request will be processed within 5 business days. To repeat this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.