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 and paid at least one autorenewal charge 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.

Lea este aviso en español

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 and paid at least one autorenewal charge in the period from September 15, 2022, to June 13, 2025, while living in California.
Go to www.MarinVPNSettlement.com 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.

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.	January 12, 2027
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.	January 12, 2027
OBJECT	Write to the Court and explain why you do not like the settlement. You may attend the final approval hearing if you wish.	January 12, 2027
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 September 9, 2026), 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.

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 www.MarinVPNSettlement.com/documents.

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 www.MarinVPNSettlement.com/documents.

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.

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 and paid at least one autorenewal charge 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 info@MarinVPNSettlement.com or call 1-888-460-3586 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 www.MarinVPNSettlement.com/documents.

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 www.MarinVPNSettlement.com, call 1-888-460-3586 or email info@MarinVPNSettlement.com 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).

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 September 9, 2026). 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 January 12, 2027**. Please file your claim electronically on www.MarinVPNSettlement.com. 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**, or call toll free to request that one be mailed to you, 1-888-460-3586. If you want to submit your Claim Form by mail please send it to the Settlement Administrator at the address below:

ExpressVPN Settlement Administrator
1060 Broadway, Suite 311
Albany, NY 12204

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 January 12, 2027**.

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 February 19, 2027. 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 September 9, 2026; 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.

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 **January 12, 2027** to:

ExpressVPN Settlement Administrator
1060 Broadway, Suite 311
Albany, NY 12204

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 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 January 12, 2027.

ExpressVPN Settlement Administrator
1060 Broadway, Suite 311
Albany, NY 12204

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.

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 Cash 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 9:30 AM on February 19, 2027, 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 <u>not</u> 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 www.MarinVPNSettlement.com.

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 must be submitted to the Settlement Administrator and postmarked no later than **January 12, 2027**. 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 www.MarinVPNSettlement.com.

25. How do I get more information?

You can call the Settlement Administrator hotline at 1-888-460-3586, write to ExpressVPN Settlement Administrator, 1060 Broadway, Suite 311, Albany, NY 12204, email at

info@MarinVPNSettlement.com, or explore www.MarinVPNSettlement.com, 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.