

SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Settlement” or “Settlement Agreement”) is made by and between Plaintiff Salvador De La O (“Plaintiff De La O”), individually and on behalf of others similarly situated (collectively, the “Settlement Class”), on the one hand, and Google LLC, a Delaware corporation with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, California (“Google” or “Defendant”), on the other hand. The Parties intend this Agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims (as the term is defined below), subject to the terms and conditions of this Agreement, and subject to approval of the Court.

WHEREAS, Google offers automatically renewing digital in-app subscriptions through its Google Play Store.

WHEREAS, on May 30, 2018, Plaintiff Abdullah Uzair filed a putative class action against Defendant in the Superior Court of the State of California, County of Santa Clara, captioned *Uzair, et al. v. Google LLC*, Case No. 18CV328915, asserting individual and class claims alleging (1) that Google failed to comply with California’s Automatic Renewal Law, Bus. & Prof. Code § 17600 et seq., and, as a result, also violated the Unfair Competition Law, Bus. & Prof. Code § 17200 et seq., the Consumer Legal Remedies Act, Civ. Code § 1750 et seq., and alleging a common law count of money had and received, and a claim for declaratory relief, Civ. Proc. Code § 1060 (the “Action”).

WHEREAS, on May 20, 2020, Plaintiff Uzair amended this complaint to add three Plaintiffs and Class Representatives: Salvador De La O, Angel Chavez, and Nicholas Luskin.

WHEREAS, between May 30, 2018 and the present, the Parties briefed and the Court ruled on Defendant’s demurrer, Plaintiffs’ motion for class certification, Defendant’s two motions to decertify, and Plaintiffs’ renewed motion for class certification.

WHEREAS, after granting Plaintiffs’ motion for class certification in part, and subsequently granting one of Defendant’s motions to decertify, on July 22, 2024, the Court granted Plaintiffs’ renewed motion for class certification, certifying the following class: “[a]ll persons in

California who paid for at least one renewal term of a Google subscription billed through the Google Play Store from May 30, 2014 to the present for personal, family, or household purposes, excluding subscriptions for Google Drive, subscriptions that were cancelled during a free trial, and subscriptions that were fully refunded by Google.” The Court also appointed Plaintiff De La O as the class representative. Plaintiff Uzair was not proffered as a class representative in connection with the class certification motion, and Class Counsel subsequently withdrew from his representation. In ruling on Plaintiffs’ first motion for class certification, the Court found that Plaintiffs Nicholas Luskin and Angel Chavez were, for different reasons, not adequate class representatives and they were not proffered as class representatives as part of the renewed class certification motion.

WHEREAS, during the pendency of the litigation, the Parties have conducted extensive discovery and have analyzed the relevant legal issues regarding the claims and defenses asserted in the Action.

WHEREAS, the Parties engaged in extensive arm’s-length negotiations, including two mediation sessions, first with Hon. Read Ambler (Ret.) on February 5, 2020, and second with Jill Sperber on September 18, 2025.

WHEREAS, Defendant has denied and continues to deny each allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or that could have been asserted in the Action; and

WHEREAS, Plaintiff De La O believes these claims are meritorious and while Defendant vigorously disputes such claims, without in any way agreeing as to any fault or liability, the Parties have agreed to enter into this Settlement Agreement as an appropriate compromise of all claims, to put to rest all controversy, and to avoid the uncertainty, risk, expense, and burden of protracted and costly litigation that would be involved in prosecution and defending the Action;

NOW, THEREFORE, it is hereby agreed by the Parties that, in consideration of the undertakings, promises, releases, and payments set forth in this Agreement, and upon the entry by the Court of a Final Order and Judgment approving and directing the implementation of the terms and conditions of this Agreement, the Action shall be settled, compromised, and dismissed with

prejudice, without costs to Plaintiff De La O, Settlement Class Members, or Defendant except as provided herein, upon the terms and conditions set forth below.

1. DEFINITIONS

Whenever the following capitalized terms are used in this Agreement and in the attached exhibits (in addition to any definitions elsewhere in this Agreement), they shall have the following meanings:

1.1 “Action” means the case entitled *Uzair, et al. v. Google LLC*, Case No. 18CV328915, pending in the Superior Court of the State of California, County of Santa Clara.

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

1.3 “Agreement,” “Settlement,” or “Settlement Agreement” means the settlement embodied in this Settlement Agreement and Release.

1.4 “Attorneys’ Fees and Expenses” means the maximum amount of attorneys’ fees and expenses, subject to Court approval, to be paid to Class Counsel from the Settlement Amount for their representation of the Class in this Lawsuit.

1.5 “Class Counsel” means the law firms of Dardarian Ho Kan & Lee and HammondLaw, P.C.

1.6 “Class” or “Settlement Class” means all persons in California who paid for at least one renewal term of a Google subscription through a Google Play checkout screen (or “Buy Cart”) billed through Google Play billing from May 30, 2014 to October 27, 2019 for personal, family, or household purposes, excluding subscriptions for Google Drive, subscriptions that were

cancelled during a free trial, and subscriptions that were fully refunded by Google. The Settlement Class excludes Class Counsel, any employees of their firms, Google employees, employees of Wilson, Sonsini, Goodrich & Rosati, the Court and the Court's staff.

1.7 "Class Period" or "Settlement Class Period" means the period starting on May 30, 2014 and ending on October 27, 2019.

1.8 "Court" means the Superior Court of the State of California, County of Santa Clara, the Honorable Charles F. Adams currently presiding.

1.9 "Day" or "days" refers to calendar days.

1.10 "Defendant's Counsel" means the law firm of Wilson Sonsini Goodrich & Rosati.

1.11 "Effective Date" means the earlier of the following: (1) the first date the Final Approval Order and Judgment is entered in the Action granting approval to the terms of this Agreement without modification (unless any modification is accepted by all Parties to this Agreement, pursuant to paragraph 13.3) if no objections are filed to the Settlement Agreement or if all objections are withdrawn prior to the Court ruling on them and the Settlement Administrator provides complete wiring instructions and an executed IRS Form W-9, along with other necessary forms, to Defendants; or (2) 60 days after the entry of the Final Approval Order and Judgment if objections are filed and overruled and no appeal is taken and the Settlement Administrator provides complete wiring instructions and an executed IRS Form W-9, along with other necessary forms, to Defendants; or (3) if a timely appeal is made, 31 business days after the date of the final resolution of that appeal and any subsequent appeals or petitions for certiorari from the Final Approval Order and Judgment and the Settlement Administrator provides complete wiring instructions and an executed IRS Form W-9, along with other necessary forms, to Defendants.

1.12 "Email Notice" means the legal notice summarizing the proposed settlement terms, as approved by Class Counsel, Defendant's Counsel, and the Court, to be provided to Settlement Class Members under paragraph 5.1.3 by email. The Email Notice proposed by the Plaintiffs to the Court for preliminary approval will be agreed upon by both parties.

1.13 "Final Approval Hearing" means the hearing before the Court where (i) the Parties request that the Court approve this Agreement as fair, reasonable, and adequate; (ii) the Parties

request that the Court enter a Final Order and Judgment in accordance with this Agreement; and (iii) Class Counsel request approval of their petition of attorneys' fees and expenses, as well as any requested service award to the named Plaintiff and Class Representative Salvador De La O and to the named Plaintiff Angel Chavez.

1.14 "Final Order and Judgment" means the final judgment and order to be entered by the Court following the Final Approval Hearing approving the Settlement set forth in this Agreement and dismissing the Action with prejudice and without costs (except as specified in this Agreement), without modifying any terms of this Agreement that either Party deems material.

1.15 "Google" means Google LLC, as successor to Google Inc., and its Affiliates, agents, assigns, attorneys, directors, divisions, employees, officers, members, or other representatives.

1.16 "Google Play Account" means the active Google Play account from which each Participating Class Member purchased an auto-renewing Google subscription(s) during the Settlement Class Period.

1.17 "Long-Form Notice" means the legal notice of the proposed settlement terms, as approved by Class Counsel, Defendant's Counsel, and the Court, to be provided to Settlement Class Members under paragraph 5.1.2 via publishing on the Settlement Website. The Long-Form Notice submitted by the Plaintiffs to the Court for preliminary approval will be agreed upon by both parties.

1.18 "Net Settlement Fund" means the amount, approved by the Court, to be paid out to Participating Settlement Class Members from the Settlement Fund after deducting Court-approved Attorneys' Fees and Expenses, Service Awards, and Settlement Administration Expenses, and any other administrative fees and expenses in connection with this Agreement.

1.19 "Notice Date" means the date on which Notice to Class Members is disseminated. The Notice Date shall be no later than 45 days following entry of the Preliminary Approval Order.

1.20 "Notice" or "Notice of Proposed Class Action Settlement" means any material that will be publicly posted or disseminated by the Settlement Administrator to notify the Settlement Class about the Settlement as described in the Notice Plan.

1.21 “Objection and Exclusion Deadline” means the date by which a Settlement Class Members must submit an Objection to this Agreement or a Request for Exclusion. The Objection and Exclusion Deadline shall be 60 days from the Notice Date.

1.22 “Participating Settlement Class Members” means all Settlement Class Members who do not file a valid and timely request to opt-out of the Lawsuit.

1.23 “Party” means any of the Plaintiff De La O or Defendant, and “Parties” means Plaintiff De La O and Defendant.

1.24 “Person” means an individual or legal entity, including an association, or his, her, or its respective successors or assigns.

1.25 “Plaintiffs” means the named Plaintiff and Class Representative Salvador De La O and the named Plaintiff Angel Chavez.

1.26 “Preliminary Approval Order” means the order issued by this Court preliminarily approving the Settlement and provisionally certifying the Settlement Class.

1.27 “Released Claims” means all manner of claims arising during the Class Period (a) as they were alleged in the complaints, including those based on alleged violations of the Automatic Renewal Law, Unfair Competition Law, Consumer Legal Remedies Act, money had and received, and declaratory and injunctive relief, or (b) that arise from the factual allegations in the operative First Amended Complaint.

1.28 “Released Parties” means Defendant, its Affiliates, and Defendant and its’ Affiliates’ officers, directors, employees, members, agents, attorneys, administrators, representatives, insurers, reinsurers, beneficiaries, trustees, shareholders, investors, contractors, joint ventures, divisions, predecessors, successors, assigns, transferees, and all other individuals and entities acting on Defendant’s behalf in connection with Released Claims.

1.29 “Releasing Parties” means Plaintiff De La O and all Settlement Class Members and each of their respective parents or legal guardians, trustees, beneficiaries, assigns, heirs, estates, and all other individuals or entities acting or claiming to act on a Releasing Party’s behalf.

1.30 “Service Awards” means awards authorized by the Court to be paid to Plaintiff De La O in recognition of his efforts in prosecuting this Action and to Plaintiff Chavez in recognition

of his efforts in prosecuting this Action prior Plaintiffs' motion for class certification, and in addition to their individual Settlement Awards.

1.31 "Settlement Administration Expenses" means the reasonable expense incurred by the Settlement Administrator in providing class notice and settlement administrator services.

1.32 "Settlement Administrator" means Verita Global, LLC.

1.33 "Settlement Award(s)" means the pro-rata amount Participating Settlement Class Members shall each receive from the Net Settlement Fund.

1.34 "Settlement Fund" means the maximum total sum of \$5,000,000 that Google shall pay out in the form of cash and Play credits for the payment of Settlement Awards, Attorneys' Fees and Expenses, Service Award, and Settlement Administration Expenses.

1.35 "Settlement Website" means a publicly accessible website set up and maintained by the Settlement Administrator for the sole purpose of providing the Class with notice of and information about the Settlement Agreement and allowing electronic submissions of Requests for Exclusion.

2. SETTLEMENT PURPOSES ONLY

2.1 This Agreement is for settlement purposes only, and, to the fullest extent permitted by law, neither the fact, content, or negotiations of this Agreement nor any action based on it shall constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim or fact alleged in the Action or in any other action, or of any wrongdoing, fault, violation of law, or liability of any Party. Likewise, neither the fact, content, or negotiation of this Agreement nor any action based on it shall constitute, be construed as, or be admissible in evidence as an admission by any of the Parties of the validity or lack thereof of any claims, allegations, or defenses asserted in this Action, or in any other action. Defendant expressly denies any liability or wrongdoing whatsoever.

2.2 The Court has previously certified a class in this Action. For purposes of settlement only, the Parties acknowledge that the definition of the Settlement Class set forth in this Agreement differs in limited respects from the class previously certified by the Court. Subject to Court approval, the Parties agree that the Settlement Class, as defined herein, shall be used solely for

settlement administration and effectuation of this Agreement and shall not limit or otherwise affect the scope of the class certified by the Court for litigation purposes. In the event the Court does not approve this Agreement or the settlement is otherwise terminated, the Parties' respective rights and defenses concerning the previously certified class shall be fully preserved.

2.2 If the Court does not enter Preliminary Approval Order or the Final Order and Judgment, or the Effective Date does not otherwise occur, this Settlement Agreement will be deemed null and void ab initio. In that event:

2.2.1 The Preliminary Approval Order and the Final Approval Order and Judgment, if they have been entered by the Court, will be vacated by operation of law;

2.2.2 The Parties will be restored to their respective positions immediately preceding execution of the Agreement, and any intervening Court rulings or decisions shall be vacated;

2.2.3 No term or condition of the Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect; nor shall any such matter be admissible in evidence for any purpose in the Action or any other proceedings; nor shall any such matter be used in the Action for any purpose whatsoever;

2.2.4 Defendant will retain all of its rights to object to any attempt by Plaintiffs to reference, cite to, or rely upon, in any way, the Agreement or any factual or legal statement or conclusion within it, including as to the feasibility of the maintenance of the Action as a class action.

3. SETTLEMENT TERMS

3.1 Settlement Fund. Subject to Court approval, Google shall pay the Settlement Fund totaling \$5,000,000 in the form of cash and Play credits. The payment of the Settlement Fund shall fully satisfy Google's obligations for payments, fees, and expenses identified in this Settlement Agreement, including payments to the Class for Settlement Awards, Service Awards, Settlement Administration Expenses, and Class Counsel's Attorneys' Fees and Expenses, in the amounts and by the procedures specified in this Settlement Agreement. This Settlement Fund is non-

reversionary. Other than the Settlement Fund, Google shall have no other financial obligations to Plaintiffs, the Settlement Class, or the Settlement Administrator under this Agreement.

3.1.1 **Qualified Settlement Fund.** The Settlement Administrator shall agree to hold the Settlement Fund, excluding the Settlement Awards to be distributed as Google Play credit to class members, in an interest-bearing account and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1 et seq. Any taxes owed by the Settlement Fund shall be paid by the Settlement Administrator out of the Settlement Fund. The interest earned in the Settlement Fund shall be added to the Settlement Fund. Defendant shall have no liability, obligation, or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund.

3.1.2 **Funding Deadline of Settlement Fund.** No later than 60 days after the Effective Date, Google shall transmit the Court-approved Service Awards, Settlement Administration Expenses, Attorneys' Fees and Expenses, and any Settlement Funds to be sent via electronic payment or mailed to Class Members pursuant to paragraph 3.2.3 to the Settlement Administrator, for deposit into an interest-bearing escrow account established and maintained by the Settlement Administrator. The Settlement Administrator shall provide wiring instructions and an executed IRS Form W-9, along with other necessary forms, to Defendant within 3 days of entry of the Final Approval Order and Judgment.

3.1.3 **Taxes.** Any tax liability, together with any interest or penalties imposed thereon, incurred by Defendant or any Released Parties resulting from income earned on the Settlement Fund while under the control of the Settlement Administrator, or payments made from the Settlement Fund (or the receipt of any payment under this paragraph), shall be reimbursed from the Settlement Fund in the amount of such tax liability, interest or penalties promptly upon and in no event later than five (5) days after Defendant's or any Released Parties' written request to the Settlement Administrator, provided that such request is made reasonably in advance of distribution or finalizing preparations for distribution of monies from the Settlement Fund.

Neither Defendant nor any Released Parties nor Class Counsel shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from Settlement Payments or Service Awards, or based on the activities and income of the Settlement Fund while under the control of the Settlement Administrator. In addition, neither Defendant nor any Released Parties shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to Class Counsel. The Settlement Administrator will be solely responsible for tax obligations relating to the activities and income of the Settlement Fund while under the control of the Settlement Administrator. Each Participating Settlement Class Member will be solely responsible for his or her tax obligations. Each Class Counsel attorney or firm will be solely responsible for his, her, or its tax obligations.

3.2 Relief Provided to the Settlement Class. After the Effective Date, Participating Class Members who do not seek exclusion pursuant to paragraph 6.1 below will automatically receive a Settlement Award in the form of a monetary credit for their Google Play Account. This credit shall be good for the purchase of products or subscriptions offered through its Google Play Store, including subscriptions, songs, games, books, and other content offered on this online store.

3.2.1 Final Calculations of Settlement Awards. Google shall, within 30 days after the Effective Date, make the final calculations for each Participating Class Member's Settlement Award from the Net Settlement Fund and shall provide its final calculations of the Settlement Awards to Class Counsel for review. To the extent possible, the Parties will meet and confer in advance of this deadline to confirm the accuracy of the Class's calculated Settlement Awards.

3.2.2 Manner of Transmission and Nature of the Play Credit. Google shall send credits to Participating Class Members that can be used in the Google Play Store. If credits are sent to Participating Class Members by email, the Parties shall work together in good faith to agree on the text of the email. These credits shall not expire. The Parties will not offer or provide any tax advice to Class Members concerning their responsibility for taxes, if any, on payments they receive.

3.2.3 Undeliverable Credits. In the event that a Participating Class Member does not have an active Google Play Account, the Settlement Administrator will issue an electronic payment via PayPal or Zelle for the value of the credit. If a Participating Class Member without an active Google Play Account does not have either a valid email or the electronic payment is not successful, the value of that person's credit will be returned to the Net Settlement Fund, and distributed as *cy pres*. Google shall identify and notify Class Counsel of any Participating Class Members who do not have an active Google Play Account on or before 30 days after the Effective Date.

3.2.4 Timing of Transmission of the Credit or Electronic Payments. Google Play Credits shall be sent to Participating Class Members on or before 75 days after the Effective Date. If a credit cannot be delivered to a Participating Class Member, Google shall pay the cash value of that amount to the Settlement Administrator within 105 days of the Effective Date, and the Settlement Administrator shall then send an electronic payment to that person for the value of the credit to him or her on or before 30 calendar days after receiving the deposit from Google.

3.2.5 Updates and Declaration of Class Award Distribution. No later than 45 days after Google completes the requirements of paragraph 3.2.1-3.2.4, Google shall provide Class Counsel and the Administrator with the details of the process and results of the distribution of credits. The Administrator may rely on this information in any declaration or report submitted to the Court regarding implementation of the Settlement. The Parties agree to make good faith efforts to implement jointly approved solutions to any distribution issues.

3.3 Satisfaction of Obligations. Defendant's transfer of payment to the Settlement Fund under paragraph 3.1 and transfer of monetary credits and other obligations under Section 3.2 shall constitute full and complete satisfaction of its obligation under this Agreement. Settlement Class Members shall look solely to the Settlement Fund for settlement and satisfaction against Released Parties of all claims that are released herein; any Attorneys' Fees and Expenses; any Notice and Administrative Costs; all Service Awards; and all administrative or other costs and expenses arising out of or related to the Action or the Settlement. Settlement Class Members shall not under any circumstances be entitled to any further payment from Released Parties with respect

to the Released Claims, the Action, or the Settlement. If the Settlement Agreement becomes final and effective, payment of the Settlement Fund will fully satisfy any and all Released Claims. Except as provided by order of the Court, no Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof.

3.4 Attorneys' Fees and Expenses. Attorneys' Fees and Expenses are to be determined by the Court. Class Counsel will apply to the Court for approval of payment of reasonable expenses and attorneys' fees. If approved, the Settlement Administrator shall pay these sums from the Settlement Fund. Google reserves the right to oppose Class Counsel's application for Attorneys' Fees and Expenses. Any amounts not approved by the Court will be added to the Net Settlement Amount.

3.5 Service Awards to Plaintiffs. Subject to Court approval, the Settlement Administrator shall pay from the Settlement Fund a Service Award of \$5,000 to Plaintiff and Class Representative Salvador De La O in recognition of his efforts and time expended on behalf of the Class, and a Service Award of \$2,500 to Plaintiff Angel Chavez in recognition of his efforts and time expended to prosecute this action through entry of the Court's August 2021 class-certification Order. Google agrees not to oppose Plaintiffs' application for service awards of up to \$5,000 for Plaintiff De La O and up to \$2,500 for Plaintiff Chavez, which shall be in addition to their respective Settlement Awards. The Settlement Administrator shall issue IRS Forms 1099-MISC for the Service Award payments to Plaintiffs. Plaintiffs assume full responsibility and liability for any taxes owed on the Service Awards. Any amounts not approved by the Court will be added to the Net Settlement Amount. Defendant shall have no responsibility for or liability whatsoever with respect to any distribution or allocation of any Service Award.

3.6 Settlement Administration Expenses. Subject to Court approval, the Settlement Administrator shall pay to itself all reasonable Settlement Administration Expenses from the Settlement Fund to provide Class notice and fully administer this Settlement Agreement. The Settlement Administration Expenses for administering this Settlement Agreement shall not exceed \$75,000.

3.7 Distribution from the Settlement Fund. Within 75 days after the Effective Date, distributions from Settlement Fund shall be made (1) to each Participating Class Member for their Settlement Awards; (2) to Plaintiffs De La O and Chavez for their Service Awards (up to \$5,000 to Plaintiff Salvador De La O and \$2,500 to Plaintiff Chavez); (3) to the Settlement Administrator for its Settlement Administration Expenses; and (4) to Class Counsel for the full amount of reasonable and actual Attorneys' Fees and Expenses, if approved by the Court.

3.8 Distribution of Residual. Should there remain any residual from the Net Settlement Fund after all payments are made under this Settlement Agreement, for example, any post-distribution undeliverable funds, the residual amount shall be paid into a *cy pres* fund jointly selected by the Parties. Funds are considered "undeliverable" if, after Settlement Funds are distributed, Google learns it does not have within its records a valid email address for a Participating Class Member, or, if an electronic payment fails.

3.8.1 *Cy pres* beneficiary. The Parties agree, subject to Court approval, that the *cy pres* beneficiary shall be: California's State Bar's Justice Gap Fund. The Justice Gap Fund is a nonprofit organization or foundation that supports projects that will benefit the Class or similarly situated persons or that promotes the law consistent with the objectives and purposes of the underlying cause of action, or is a "nonprofit organization providing civil legal services to the indigent" or is child advocacy program *cy pres* beneficiary per California Code of Civil Procedure § 384(b). If, for any reason, the Court does not approve the proposed *cy pres* beneficiary, the Parties shall agree upon and propose, as *cy pres* recipient(s), no more than five alternative organizations that satisfy the requirements of California Code of Civil Procedure § 384(b). In addition to the Justice Gap Fund, the parties may submit an additional proposed *cy pres* beneficiary for Court approval.

3.8.2 Residual Distribution Deadline, Costs and Documentation. No later than 195 days after Google and the Settlement Administrator have distributed all deliverable Settlement Awards, the Settlement Administrator shall pay over any residual to the *cy pres* beneficiary designated by the process described above. The Settlement Administrator shall provide a declaration of payment to the *cy pres* beneficiary, which will be served on Class Counsel no later

than 30 days after the payment of the residual to such beneficiary. Class Counsel shall timely file the declaration from the Settlement Administrator regarding the distribution of the Net Settlement Fund and any residual funds with the Court.

4. SUBMISSION FOR PRELIMINARY APPROVAL.

4.1 Cooperation to Obtain Court Approval. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Google and its counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement.

4.2 Preliminary Approval Motion. Class Counsel shall submit this Agreement to the Court and request that the Court enter Preliminary Approval Order in a form mutually agreed to by the Parties. The Parties shall cooperate with each other in preparing all papers supporting Settlement approval.

5. NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

5.1 Notice. Subject to the Court entering the proposed Preliminary Approval Order, the Parties agree that the Settlement Administrator will provide the Class with notice of the Settlement Agreement by the following methods.

5.1.1 Class Data. No later than 30 days after the entry of the Preliminary Approval Order, Google shall provide contact information for the Class to the Settlement Administrator. Based on Google's production of class data in July 2024, there are approximately 425,370 individuals.

5.1.2 Settlement Website. No later than 45 calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will create and operate a publicly accessible website solely for the purposes of providing the Class notice of the Settlement and for

allowing electronic submission of Requests for Exclusion. The Settlement Website will contain the Long-Form Notice, Frequently Asked Questions regarding the Settlement Agreement and approval process, the First Amended Complaint, the Preliminary Approval Order, and other Lawsuit documents agreed upon by the Parties. Subject to Court approval, the Long-Form Notice will be agreed upon by both parties. The Parties will jointly provide the Settlement Administrator with the content required for the Settlement Website. The Settlement Website will remain active until all Settlement Funds have been distributed.

5.1.3 Email Notice. Upon the Settlement Website being activated and no later than 45 calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall send the Email Notice to Class Members at the most recent email address for the Class Members that is contained in Google's records. Subject to Court approval, Email Notice will be agreed upon by both parties, and will provide the web address of the Settlement Website and a mailing address to contact the Settlement Administrator. The Settlement Administrator shall calculate the percentage of emails that are hard bounces, i.e., permanently undeliverable, and shall provide the Parties with a report of the percentage and number of hard bounces within 5 calendar days after the completion of the Email Notice campaign. For emails that bounce back because of an incorrect address, the Settlement Administrator shall promptly attempt to skip trace an updated e-mail address and resend the Email Notice if an updated email address is found.

5.1.4 Automated, Toll-free, Telephone Support. No later than 45 days after entry of the Preliminary Approval Order, the Settlement Administrator will secure and operate a toll-free automated telephone support system whereby Class Members can access information about the Settlement Agreement and the Settlement Administrator can receive requests for Email Notice. The Parties will jointly provide the Settlement Administrator with the script for the content and menu of the automated, toll-free telephone support system.

5.2 Proof of Notice. No later than 5 days before the filing date for Plaintiff's motion in support of the Final Order and Judgment, the Settlement Administrator must serve a declaration(s) on Class Counsel and Google's Counsel confirming that the Settlement Administrator provided the Class with notice of the Settlement Agreement in accordance with paragraph 5.1.

5.3 Automated Distribution of Settlement Awards. Unless a Class Member submits a valid and timely Request for Exclusion (as described in paragraph 6.1), they will automatically become a Participating Class Member. In other words, Class Members shall not be required to take any action to receive payment from the Net Settlement Fund.

6. SETTLEMENT CLASS MEMBERS' RIGHT OF EXCLUSION

6.1 A Class Member may elect not to be part of the Class and not to be bound by this Agreement. To make this election, Class Members must each submit, by mail or on the Settlement Website, an individual stand-alone, written exclusion request to the Settlement Administrator stating (a) the name of the Lawsuit, "Uzair et al. v. Google LLC"; (b) the full name, address, and email address of the person requesting exclusion; and (c) a clear statement that he/she does not wish to participate in the Settlement, postmarked or submitted no later than 11:59 p.m. Pacific Time on or before the Objection and Exclusion Deadline. Class Members may not request exclusion and raise a valid, written objection to the Settlement Agreement. If a Class Member submits both, the Settlement Administrator will treat the submissions as a request for exclusion and process them accordingly.

6.2 The Parties shall have the right to challenge the timeliness and validity of any Request for Exclusion. The Settlement Administrator shall determine whether any contested Request for Exclusion is valid.

6.3 The Settlement Administrator shall (a) date stamp all original requests for exclusion, objections to the Settlement that it receives; and (b) serve copies on Class Counsel and Google's Counsel no later than 5 business days after the Objection and Exclusion Deadline.

6.4 Termination Based On Opt-Outs. If the number of Persons validly requesting exclusion exceeds the number set forth in the confidential Attachment A hereto, then Defendant may, after meeting and conferring in good faith with Class Counsel, notify Class Counsel in writing that it has elected to terminate this Settlement Agreement. Such notification of intent to terminate the Settlement Agreement must be provided within twenty-one (21) days of the date that the Exclusion List is provided to the Parties by the Settlement Administrator. If this Settlement Agreement is terminated, it will be deemed null and void ab initio and Section 13.5 below will

apply.

7. OBJECTIONS

7.1 Any Class Member who does not submit a valid and timely Request for Exclusion may object to the fairness, reasonableness, or adequacy of this Agreement. Such Class Member may not seek to exclude themselves from the Settlement Class and submit an Objection to this Agreement.

7.2 Any Class Member who wishes to object to any aspect of this Agreement may do so in writing. A written statement of objection(s) must be (a) filed with the Court or mailed to the Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, and (b) mailed or emailed to the Settlement Administrator.

7.3 The written statement of the objection(s) must (i) identify the case name and number, (ii) state the Settlement Class Member's full name, address, email address, and telephone number; (iii) include the full name, address, telephone number, and email address of the Objector's counsel (if any); (iv) state whether the objection applies only to the objector or to others; (v) state with specificity each objection; (vi) state whether the Objector intends to appear in person or through counsel at the Final Approval Hearing, and (vii) be verified by an accompanying declaration submitted under penalty of perjury or a sworn affidavit attesting that the Objector is a member of the Settlement Class.

7.4 Settlement Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Settlement Class Member retains an attorney other than Class Counsel to represent him or her, the attorney must, no later than twenty-one (21) days before the Final Approval Hearing or as the Court otherwise may direct, file a notice of appearance with the Court. If a Settlement Class Member makes an Objection through an attorney, that Settlement Class Member shall be solely responsible for his or her attorney's fees and costs unless the Court orders otherwise.

7.5 A Settlement Class Member, whether or not they have submitted a timely written Objection, may attend the Final Approval Hearing at his or her own expense.

7.6 Objections must be submitted by the Objection and Exclusion Deadline.

8. SUBMISSION FOR FINAL APPROVAL

8.1 Prior to the Final Approval Hearing and consistent with the rules imposed by the Court and applicable law, Plaintiff De La O shall move the Court for entry of the Final Order and Judgment and, at the same time, move the Court for an award of Attorneys' Fees and Expenses and Service Awards. To the extent possible, the motion seeking order granting Attorneys' Fees and Expenses and Service Awards shall be noticed for the same day as the Final Approval Hearing. The Parties shall take all reasonable efforts to secure entry of the Final Approval Order.

9. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS

9.1 Class Counsel may apply to the Court for an award of attorneys' fees and expenses to be heard at the same time as the Motion for Final Approval. Any Attorneys' Fees and Expenses approved by the Court will be paid out of the Settlement Fund, as specified in paragraph 3.4. It is not a condition of this Settlement that any particular Attorneys' Fees and Expenses be approved by the Court, or that such fees and expenses be approved at all, and the finality and effectiveness of the Settlement will not be dependent on the Court awarding any particular amount of the Attorneys' Fees and Expenses or the Service Awards. Defendant expressly reserves the right to oppose any motion seeking Attorneys' Fees and Expenses.

9.2 Class Counsel's motion for attorneys' fees and expenses shall be posted on the Settlement Website. In the motion for preliminary approval of the Settlement and supporting papers, Class Counsel will specify the maximum amount of the Settlement Fund they will seek from the Court as attorneys' fees, as well as the total amount of expenses (or best estimates for expenses not yet charged) for which reimbursement will be sought. These amounts will also be disclosed in the Notice, which shall be posted on the Settlement Website.

9.3 Any order or proceeding relating to the amount of any award of attorneys' fees or expenses, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate, or cancel this Settlement Agreement, or affect or delay the finality of the Final Order and Judgment or Effective Date, except that any modification, order, or judgment cannot result in Defendant's overall obligations exceeding the Settlement Fund as specified in paragraph 3.1.

Defendant shall have no responsibility for or liability whatsoever with respect to any distribution or allocation of any Fee Award.

Except as otherwise provided in this section, each Party will bear its own costs, including attorneys' fees, incurred in connection with the Action.

10. ENTRY OF JUDGMENT AND RELEASES

10.1 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed settlement and enter judgment, the judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of the judgment.

10.2 Class Members' Release. Upon entry of the Final Order and Judgment following the Fairness Hearing, all Class Members who have not timely requested exclusion pursuant to Section 6.1, and each of their successors, assigns, heirs, and personal representatives, release, forever discharge, will not in any manner pursue this action, and will be forever barred from asserting, instituting, or maintaining against the Released Parties any and all Released Claims, as defined in this Agreement.

The Parties, including Plaintiffs, fully understand that the facts on which this Settlement Agreement is executed may be different from the facts now believed by the Parties and their counsel to be true. The Parties expressly accept and assume the risk of this possible difference in facts and agree that this Settlement Agreement remains effective despite any difference in facts. The Parties intend to hereby fully, finally, and forever settle this Action and release all of the Released Claims, known or unknown, existing or potential or that hereafter may exist or might have existed, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable, that the Releasing Parties have against the Releasees. In furtherance of such intention, the release provided herein shall be and remain in effect as a full and complete release of the Released Claims notwithstanding the discovery or existence of any such additional different claims or facts.

The Parties stipulate and agree that, upon the Effective Date, Releasing Parties expressly, shall knowingly, and voluntarily waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542 (and all other similar provisions of federal and state law) to the full extent that these provisions may be applicable to the Released Claims. The Parties further agree that this waiver is an essential and material term for this Settlement. The Releasing Parties understand that California Civil Code § 1542 provides:

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.

The Releasing Parties waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, except those Claims that are not releasable under the law or any claims or defenses arising from enforcement of this Agreement.

Actions bringing a claim released by this Agreement (the Released Claims) will constitute a breach of this Settlement Agreement.

11. EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT

11.1 This Agreement shall be the sole and exclusive remedy for any and all Released Claims. Upon the Effective Date, each Releasing Party shall be barred from initiating, asserting, or prosecuting any Released Claims against Defendant or other Released Parties. If any Releasing Party attempts to prosecute an action in contravention of the Final Order and Judgment and this Agreement, counsel for any of the Parties may forward this Agreement and the Final Order and Judgment to such Releasing Party and advise him, her, or it of the release provided pursuant to this Agreement.

11.2 Upon entry of Final Order and Judgment, the Action shall be dismissed with

prejudice.

11.3 Before pursuing relief or submitting any dispute relating to this Agreement or the Action to the Court, the Parties agree to mediate the dispute before filing any claim or initiating any court proceeding.

11.4 The Court shall retain exclusive jurisdiction to enforce, interpret, and implement the Settlement Agreement, including any dispute, action, suit or proceeding arising out of or related to this Agreement.

12. SUCCESSORS AND ASSIGNS

12.1 This Agreement and the obligations and benefits of this Agreement will be binding upon and inure to the benefit of, and be enforceable by and against, each of the Parties and their respective successors and assigns. The Parties have an affirmative duty to ensure that this Agreement and the obligations and benefits of this Agreement will be binding upon and inure to the benefit of, and be enforceable by and against, each of the Parties and their respective successors and assigns.

13. TERMINATION OF THE AGREEMENT

13.1 The performance of this Agreement is expressly contingent upon achieving the Effective Date. This includes both (i) the entry of the Preliminary Approval Order approving this Agreement, the Notice Plan, and the Final Order and Judgment approving this Agreement, and the expiration of all appeal periods and appeal rights without modification to the Final Order and Judgment that any Party deems material. If the Court fails to issue either (i) the Preliminary Approval Order or (ii) the Final Order and Judgment approving this Agreement without modification that any Party deems material following conclusion of the Final Approval Hearing.

13.2 If the Court orders additions or modifications to this Agreement deemed material by any Party, the Parties will each have the right to terminate the Settlement Agreement within fourteen (14) days from the date of the Court's order or proposal. If the other Party contests the materiality of the addition or modification to the Agreement, the Parties shall mediate the issue before a Person to whom the Parties mutually agree. If any Party elects to terminate the Settlement Agreement pursuant to this section, the Agreement will be deemed null and void ab initio and the

provisions of paragraph 13.5 will apply.

13.3 If the Final Order and Judgment is vacated, modified in a manner deemed material by any Party, or reversed, in whole or in part, this Agreement will be deemed terminated, unless all Parties who are adversely affected thereby, within 14 days of receipt of such ruling, agree in writing to proceed with this Agreement as modified by the Court or on appeal.

13.4 Notwithstanding the foregoing, Plaintiff De La O and/or Class Counsel will not be entitled to terminate this Settlement Agreement based on any order relating to Class Counsel's anticipated motion for Attorneys' Fees and Expenses or motion for Service Awards, nor any appeal from such order or reversal or modification thereof.

13.5 If this Agreement is deemed terminated pursuant to any provision, it will have no force or effect whatsoever, shall be null and void, and will not be admissible as evidence for any purpose in any pending or future litigation in any jurisdiction.

14. CONFIDENTIALITY

14.1 Other than responses to inquiries from governmental entities or as necessary to comply with federal and state tax and securities laws, no Party shall initiate any publicity relating to or make any public comment regarding this Agreement until a motion seeking Preliminary Approval Order is filed with the Court.

14.2 Unless and until all Parties execute this Agreement and present it to the Court in a motion seeking Preliminary Approval Order, the Parties agree that all terms of this Agreement will remain confidential and subject to Cal. Evidence Code section 1152.

15. MISCELLANEOUS PROVISIONS

15.1 This Agreement, including all attached exhibits, shall constitute the entire agreement among the Parties (and covering the Settlement Class) with regard to the subject matter of this Agreement and shall supersede any previous agreements and understandings between the Parties. The Parties are not relying on any statements or representations that are not contained in this Agreement.

15.2 Each Party represents and warrants that it enters into this Agreement of his, her, or its own free will. Each Party is relying solely on its own judgment and knowledge and is not relying

on any statement or representation made by any other Party or any other Party's agents or attorneys concerning the subject matter, basis, or effect of this Agreement.

15.3 This Agreement has been negotiated at arm's length by Class Counsel and Defendant's Counsel. In the event of any dispute arising out of this Agreement, or in any proceeding to enforce any of the terms of this Agreement, no Party shall be deemed to be the drafter of this Agreement or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis of that Party's identity as the drafter of any part of this Agreement.

15.4 The Parties execute this Agreement freely and voluntarily and without acting under any duress or in reliance upon any threat by or on behalf of the other Party. Each Party has consulted with or has had an opportunity to consult with counsel of its own choice about the legal effect of entering into this Agreement, and executes this Agreement being fully informed as to its terms, content, and legal effect.

15.5 The Parties agree to work in good faith to effectuate this Agreement. The Parties agree to cooperate fully and to take all additional action that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. Defendant's Counsel will be provided with copies of the motions for preliminary approval and final approval papers at least 7 days prior to filing, unless otherwise agreed to in writing by Defendant's Counsel.

15.6 The headings of the sections of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

15.7 This Agreement shall be interpreted, enforced, construed and controlled by the laws of the State of California, without reference to principles of conflicts of law or choice of law provisions.

15.8 The invalidity or unenforceability of any provision of this Agreement other than the Release in Section 10.2 shall not affect the validity or enforceability of any other provision. If any provision (or part of a provision) of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement shall remain in effect, unless any Party deems the invalid or unenforceable provision material to the Agreement in which case the Parties will follow the

procedure set out in paragraph 13.2.

15.9 The Released Parties shall have the right to file the Settlement Agreement and/or the Final Order and Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15.10 The following specific prohibitions shall apply to the Settlement Agreement:

- (a) **No Assignment:** The Settlement Agreement, including any of the rights and duties of each Party under the Agreement, may not be assigned without prior written approval by the other Parties.
- (b) **No Waiver:** No Party will be treated as having waived any rights or privileges, including the attorney-client privilege, as a result of the Settlement Agreement. Additionally, a waiver of any breach of the Settlement Agreement by any Party shall not be deemed to be a waiver by any Party of any other breach of the Agreement.
- (a) **No Third-Party Beneficiaries:** The Settlement Agreement does not confer any benefits on any third party.

15.11 This Agreement may be executed by the Parties in counterparts and exchanged by electronic means, including facsimile, PDF, and other electronic means, with the same effect as if all Parties had signed the same instrument.

15.12 Any amendment must be in writing, signed by the Parties, and expressly state that it is amending the Settlement Agreement.

15.13 Defendant reserves the right to continue any and all ordinary-course-of-business communications with Settlement Class Members. Should it become evident in the course of any such communication that a Settlement Class Member is inquiring regarding the Settlement memorialized in this Agreement, Defendant shall refer the inquiry to the Settlement Administrator or to Class Counsel.

15.14 Any notice, instruction, court filing, or other document to be given by any Party to

15.15 any other Party shall be in writing and sent by email, delivered personally or sent by registered or certified mail, postage prepaid, or overnight delivery service to the respective representatives identified below or to other recipients as the Court may specify. As of the date of this Agreement, these respective representatives are as follows:

For the Settlement Class:

Laura L. Ho
DARDARIAN HO KAN & LEE
155 Grand Avenue, Suite 900
Oakland, CA 94612
Tel. (877) 290-7905
Email: GooglePlayARL@dhkl.law

Julian Hammond
HammondLaw, P.C.
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
Tel: (310) 807-1666
Email: info@hammondlawpc.com

For Defendant:

Amit Q. Gressel
WILSON SONSINI GOODRICH & ROSATI
One Market Plaza
Spear Tower, Suite 3300
San Francisco, CA 94105
Tel: 415.947.2087
Email: agressel@wsgr.com

If the identity of the person(s) to be notified for any party changes or their address changes, that party shall notify all other Parties of said change in writing.

15.16 This Agreement shall be dissolved, and shall be null and void, if the Parties do not execute this Agreement, if the Court does not preliminarily or finally approve this Agreement, or if this Agreement does not become final and effective due to any ruling on any appeals or remand from any appeals. If the Court does not approve this Agreement in its entirety, or if the approval is not upheld in its entirety on any appeals and remand from any appeals, this Agreement cannot be enforced against any Party.

15.17 The Parties each represent and warrant that they have not sold, assigned,

transferred, conveyed, subrogated, or otherwise disposed of any claim or demand covered by this Agreement. If a Releasing Party has sold, assigned, transferred, conveyed, subrogated, or otherwise disposed of any claim or demand, the Person that acquired such claim or demand is bound by the terms of this Agreement to the same extent as the Releasing Party would have been but for the sale, assignment, transfer, conveyance, or other disposition.

Each Person who executes this Agreement represents and warrants that such Person has all the requisite authority, has obtained all necessary approvals to do so, and that they are duly authorized to execute this Agreement on behalf of the Parties they purport to represent.

The Parties have agreed to the terms of this Settlement Agreement and have signed below.

Dated: 12/27/2025

SALVADOR DE LA O

Salvador De La O

On behalf of himself and the Settlement Class

Dated: 12/27/2025

ANGEL CHAVEZ

[Handwritten Signature]

On behalf of himself

Dated: December 26, 2025

GOOGLE LLC

Signed by:
Cassandra Knight
By: A3F82F8F3ADB461...
Cassandra Knight, VP Legal

Approved as to Form:

Dated: 12/28/2025

DARDARIAN HO KAN & LEE

By: 
Laura L. Ho

Counsel for Plaintiffs and Class

Dated: 12/28/2025

HAMMONDLAW, P.C.

By: 
Julian Hammond

Counsel for Plaintiffs and Class

WILSON SONSINI GOODRICH & ROSATI

Dated: December 26, 2025

By: 
E99D9ABC49FE440...
Amit Q. Gressel

Counsel for Google LLC

Attachment A

Pursuant to Paragraph 6.4 of the Agreement, copied below for reference, the number of Persons to validly request exclusion may not exceed 5% of the Settlement Class.

6.4 Termination Based On Opt-Outs. If the number of Persons validly requesting exclusion exceeds the number set forth in the confidential Attachment A hereto, then Defendant may, after meeting and conferring in good faith with Class Counsel, notify Class Counsel in writing that it has elected to terminate this Settlement Agreement. Such notification of intent to terminate the Settlement Agreement must be provided within twenty-one (21) days of the date that the Exclusion List is provided to the Parties by the Settlement Administrator. If this Settlement Agreement is terminated, it will be deemed null and void ab initio and Section 15 below will apply.