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 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 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

Who is included in the settlement?

The settlement includes those who 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 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 September 9, 2026). 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 September 9, 2026) 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**].

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 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. 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 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 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