

FILED
Clerk of the Superior Court
SEP 09 2026
By: S. Kuliha'apai

**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**

Hon. Daniel Segura
Dept. N-28

Hearing Date: August 28, 2026

Time: 1:30 p.m.

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 July 27, 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

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

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

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

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

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

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

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:

- 1 a. The Notice Date, or the deadline for sending the Notice to Settlement Class
2 Members, as required under the terms of the Settlement Agreement, shall
3 be within 45 days of the date of entry of this Order.
- 4 b. The deadline for Settlement Class Members to submit a claim, opt out of
5 the Settlement Agreement, or object to the Settlement Agreement shall be
6 60 days after the Notice Date.
- 7 c. Any Motion for Attorneys' Fees, Costs, and Incentive Awards shall be filed
8 14 days before the deadline for Settlement Class members to opt out or
9 object to the Settlement Agreement, and not earlier than then.
- 10 d. The Motion for Final Approval shall be filed at least 16 court days prior to
11 the Final Approval Hearing.
- 12 e. No later than 2 days prior to the hearing on final approval, Class Counsel
13 shall provide the court with any responses to any written objections made
14 by Settlement Class Members.
- 15 f. The Final Approval Hearing date shall be on 2/19/27 [DATE]
16 at 9:30 A.M. [TIME] in Department N-28 of this Court.

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

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

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: 9/9, 2026

Honorable Daniel Segura
Judge of the Superior Court