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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Amended

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

Plaintiffs,

vs.

EXPRESS TECHNOLOGIES, LTD.,

Defendant.

Case No. 26CU028651N

STIPULATION AND [~~PROPOSED~~] ORDER TO CLARIFY CLASS NOTICE

Complaint filed: May 18, 2026
Judge: Hon. Daniel Segura
Dept.: N-28

Plaintiffs Sean Marin and Marco Martinez ("Plaintiffs") and Defendant Express Technologies Ltd. ("Defendant" and, together with Plaintiffs, the "Parties"), by and through their undersigned counsel, stipulate as follows and jointly request that the Court enter the proposed Order below. As set forth below, the Parties jointly seek the Court's approval to revise the way the Class is described in the notice documents to clarify that the Class only includes Defendant's customers who purchased a subscription during the Class Period *and* paid at least one autorenewal charge. This revision is solely to clarify the notice and no terms of the Parties' settlement are changed.

WHEREAS, on March 27, 2026, the Parties participated in a mediation with Mr. Hunter R. Hughes, an experienced mediator and third-party neutral;

WHEREAS, before the mediation, Defendant provided Plaintiffs with the Class Summary Excel File, which reflected data concerning Defendant's customers during the Class Period, including the number of customers who paid one or more autorenewal charges and the amount of autorenewal revenue Defendant collected from those customers;

WHEREAS, the Class Summary Excel File includes only customers who paid at least one autorenewal charge for their ExpressVPN subscription;

WHEREAS, after the mediation session, the Parties negotiated and executed a term sheet and a long-form settlement agreement setting forth the terms of their agreement;

WHEREAS, on July 28, 2026, Plaintiffs moved for preliminary approval of the Parties' settlement and conditional certification of the proposed settlement class, and on September 9, 2026, the Court entered its Preliminary Approval Order;

WHEREAS, the Preliminary Approval Order conditionally certified, for settlement purposes, a class (the "Class") defined as follows: "California ExpressVPN subscribers who purchased an automatically renewing subscription to ExpressVPN in the period from September 15, 2022, through June 13, 2025 (the "Class Period"), as reflected in the Class Summary Excel File";

WHEREAS, the notice documents prepared by the Parties and approved by the Court similarly describe the Class as including those who "purchased an automatically renewing ExpressVPN subscription in the period from September 15, 2022, to June 13, 2025, while living in California";

WHEREAS, read without reference or access to the Class Summary Excel File, that notice

language could be understood to include subscribers who purchased an automatically renewing subscription during the Class Period but did not actually pay an autorenewal charge during that period;

WHEREAS, to eliminate that potential ambiguity, the Parties propose revising the description of the Class in the notice documents to describe the Class as including 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"—*i.e.*, to add "and paid at least one autorenewal charge" to the description;

WHEREAS, the proposed revision does not amend the class definition or change the Class's membership or scope because the definition approved by the Court already limits the Class to persons reflected in the Class Summary Excel File, and that file includes only customers who paid at least one autorenewal charge during the Class Period;

WHEREAS, the proposed revision therefore does not affect the number of class members, the potential recovery for class member claims, or the exposure analysis presented in the motion for preliminary approval;

WHEREAS, the current deadline to disseminate class notice is October 23, 2026, and the Parties agree that the deadline should be extended to the later of (i) October 23, 2026, or (ii) 14 days after the Court enters the proposed Order submitted with this stipulation, without changing the date of the Final Approval Hearing, which will remain scheduled for February 19, 2027. This will ensure that the Parties disseminate class notice that is clear to potential class members, with sufficient time to act before the Final Approval Hearing;

NOW, THEREFORE, IT IS STIPULATED and agreed, subject to the Court's approval, that:

1. As reflected in Exhibits A-G[1] to this Stipulation, the notice documents approved by the Court shall be revised to describe the Class as including those who "purchased an automatically

[1] Exhibits A-G are updated versions of the notice documents submitted to the Court with Plaintiff's Motion for Class Certification. (See Exhibits to Settlement Agreement submitted in the Declaration of Martin Brenner in Support of Plaintiff's Unopposed Motion for Class Certification, ROA #19.) In addition to the revised description of the class, the Parties have replaced placeholders with the Preliminary Approval Date (September 9, 2026) and the date for the Final Approval Hearing (February 19, 2027) where appropriate.

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."

2. This revision clarifies the notice only. It does not amend the class definition or change the Class's membership or scope.
3. The deadline to disseminate class notice shall be the later of (i) October 23, 2026, or (ii) 14 days after the Court enters the proposed Order.
4. The Final Approval Hearing remains scheduled for February 19, 2027, at 9:30 a.m. in Department N-28.

Date: October 6, 2026

Respectfully submitted,

By: */s/ Martin Brenner*

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Date: October 6, 2026

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Attorneys for Defendant
** *Pro hac vice* application submitted

[PROPOSED] ORDER

The Court, having considered the Parties' Stipulation to Clarify Class Notice, and good cause appearing, hereby ORDERS as follows:

1. The notice documents appended to the Parties' Stipulation, which were revised to describe the Class as including 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" are approved.
2. This revision clarifies the notice only. It does not amend the class definition in the Preliminary Approval Order or change the Class's membership or scope.
3. The deadline to disseminate class notice is the later of (i) October 23, 2026, or (ii) 14 days after entry of this Order.
4. The Final Approval Hearing remains scheduled for February 19, 2027, at 9:30 a.m. in Department N-28.

IT IS SO ORDERED.

Dated: 10/30/26

Hon. Daniel Segura
Judge of the Superior Court of California
County of San Diego

EXHIBIT A

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].

[CLAIM FORM BUTTON]

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

EXHIBIT B

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.

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 [WEBSITE URL] to file a claim.

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The **only** way to get a cash payment. You will be bound by the terms of the settlement and will give up your right to sue ExpressVPN about the issues in this case.	[TK]
EXCLUDE YOURSELF	You will receive no payment or other settlement compensation, but you will retain any rights you currently have to sue ExpressVPN about the issues in this case.	[TK]
OBJECT	Write to the Court and explain why you do not like the settlement. You may attend the final approval hearing if you wish.	[TK]
DO NOTHING	You **will not** get a cash payment and you will give up your right to sue ExpressVPN about the issues in this case. If you are a Settlement Class Member who is a former ExpressVPN subscriber (if you did not have an active ExpressVPN subscription on 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 [URL TO DOCUMENTS SECTION OF WEBSITE].

3. WHAT IS THIS LAWSUIT ABOUT?

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

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

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

4. WHY IS THERE A SETTLEMENT?

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

WHO IS IN THE SETTLEMENT?

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

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 [email] or call [HOTLINE NUMBER] and leave a voicemail.

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

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

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

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

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

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. WHAT DOES THE SETTLEMENT PROVIDE?

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

about that in the questions below).

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 [CLAIMS DEADLINE]**. Please file your claim electronically on [SETTLEMENT WEBSITE]. Not only is submitting online easier and more secure, but it is completely free and takes only minutes. You can get a payment by check or electronically through an ACH transfer, prepaid Mastercard (virtual or physical), PayPal, Zelle, or Venmo.

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

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

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

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

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 **[OBJECTION / EXCLUSION DEADLINE]** to:

[SETTLEMENT ADMINISTRATOR]
ADDRESS
ADDRESS

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

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

If you are a member of the Class and you do not exclude yourself, you can ask the judge to deny approval of the settlement by submitting an objection. You cannot ask the judge to order a different

settlement—the judge can only approve or reject the settlement. If the Court denies approval, no settlement payments will be made and the lawsuit will continue. A Settlement Class Member who objects still remains in the Class and, if the Court approves the settlement, will receive the benefits afforded by the settlement.

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

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

ExpressVPN Settlement Administrator
ATTN: Objection
[Address]

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

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

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

THE LAWYERS REPRESENTING YOU

19. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the law firms of Dovel & Luner, LLP and Wittels McInturff Palikovic to represent all Class Members. These lawyers are called "Class Counsel." Class Counsel is

experienced in handling similar class action cases. More information about Class Counsel and their lawyers' experience is available at www.dovel.com/ and www.wittelslaw.com.

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

20. How will the lawyers be paid?

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

THE COURT'S FINAL APPROVAL HEARING

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

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

The Court will hold a Final Approval Hearing at 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 [LINK TO PAGE WITH INFO].

22. Do I have to come to the hearing?

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

23. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your objection and notice of intent to appear must be submitted to the Settlement Administrator and postmarked no later than **[DATE]**. You cannot speak at the hearing if you excluded yourself from the settlement.

GETTING MORE INFORMATION

24. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

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

25. HOW DO I GET MORE INFORMATION?

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

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

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

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

EXHIBIT C

ExpressVPN California Class Action Settlement Administrator, [Return Address]

[Name and Mailing Address of Settlement Class Member]

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

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

IF YOU PURCHASED AN AUTOMATICALLY RENEWING EXPRESSVPN SUBSCRIPTION 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].

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

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

VISIT [URL] TO FILE YOUR CLAIM

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 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.

EXHIBIT D

Superior Court of the State of California
County of San Diego

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

CLAIM FORM FOR SETTLEMENT PAYMENT

EXPRESSVPN CALIFORNIA SETTLEMENT

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

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

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

YOUR CONTACT INFORMATION

First Name: _____ Last Name: _____

Best Email to Reach You: _____

YOUR CLAIM INFORMATION

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

PAYMENT SELECTION

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

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

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

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

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

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

Street address:	
City:	State:
Zip Code:	

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

Street address:	
City:	State:
Zip Code:	

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

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

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

Date: _____ Signature: _____

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

EXHIBIT E

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

- This website provides information regarding a class action lawsuit against Express Technologies, Ltd. ("ExpressVPN"), titled *Marin et al. v. Express Technologies, Ltd.*, Case No. 26CU028651N, in the Superior Court of the State of California, County of San Diego, which may affect your rights.

- A court has preliminarily approved a class action settlement involving ExpressVPN. The Class includes individuals who purchased an automatically renewing ExpressVPN subscription and paid at least one autorenewal charge in the period from September 15, 2022 to June 13, 2025 while living in California.

- The lawsuit alleges that ExpressVPN's autorenewal practices violated California consumer protection statutes. ExpressVPN denies any wrongdoing and maintains that it complies and has always complied with all applicable laws. The Court has not determined who is right.

- The court will hold a hearing on whether to approve the settlement on February 19, 2027 ("the Final Approval Hearing"). Payments will be made only if the Court approves the settlement.

- Your rights and options—and the deadlines to exercise them—are summarized below. Further information can be found on the F.A.Q. page and in the Long Form Notice available on the Documents page.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing and the Court approves the settlement, you will be legally bound by all of the Court's orders and any judgment approving the settlement. By doing nothing, you will give up certain rights to sue ExpressVPN. If you do nothing, you will not receive a cash settlement payment. If you are a Settlement Class Member who is a former ExpressVPN subscriber as of September 9, 2026, you will still receive a Credit Voucher even if you do nothing.
SUBMIT A CLAIM FORM	If you are a Settlement Class Member and submit a valid and timely Claim Form, you will receive a cash settlement payment

DEADLINE: [CLAIM DEADLINE]	of up to twice your total subscription charges during the class period. Your actual payment depends on various factors and may be less than this amount. By submitting a Claim Form, you will give up certain rights to sue ExpressVPN. If you are a Settlement Class Member who is a former ExpressVPN subscriber as of September 9, 2026, you will also receive a Credit Voucher. **Claim Forms must be submitted online or postmarked by [Claim Deadline].**
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: [OBJECTION/EXCLUSION DEADLINE]	Exclude yourself from the settlement and receive no compensation. This is the only option that allows you to sue ExpressVPN on your own regarding the legal claims in this case, but you will not receive compensation (including any Credit Voucher) under the settlement. **Requests for exclusion must be mailed to the Settlement Administrator postmarked no later than [Objection/Exclusion Deadline].**
OBJECT TO THE SETTLEMENT: DEADLINE: [OBJECTION/EXCLUSION DEADLINE]	Write to the Court about why you do not like the settlement. A Settlement Class Member who objects still remains in the Class. If the settlement is approved, you will still be bound by the settlement. If you submit a valid and timely Claim Form, you may still receive a cash settlement payment, and if you are a Settlement Class Member who is a former ExpressVPN subscriber as of September 9, 2026, you may still receive a Credit Voucher. You may also ask to speak in Court about why you object to the proposed settlement or any of its provisions. **Objections must be mailed to the Settlement Administrator postmarked no later than [Objection/Exclusion Deadline].**

EXHIBIT F

BASIC INFORMATION

Why did I receive a notice about this lawsuit?

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

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

What is this lawsuit about?

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

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

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

Why is this a class action?

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

WHO IS INCLUDED IN THE LAWSUIT?

Who is part of the Class?

The Class includes individuals who purchased an automatically renewing ExpressVPN subscription and paid at least one autorenewal charge in the period from September 15, 2022 to June 13, 2025 while living in California.

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

How can I be sure if I am included?

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

When will I get my payment?

We can't give you a date yet. We estimate that payments will be made about two months after the judge approves the settlement or after any appeals are resolved in favor of the settlement. The judge will consider whether to approve the settlement on February 19, 2027. Even if the judge approves the settlement, there may be appeals. It is always uncertain whether and when appeals will be resolved and resolving them can take more than a year. Please be patient.

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

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

YOUR RIGHTS AND OPTIONS

How can I get a payment?

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

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

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

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

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

What are my other choices?

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

What happens if I do nothing?

If you are a Class Member and you do nothing (meaning you don't submit a Claim Form and don't exclude yourself), you will **not** receive money from this settlement and you will release your claims. Releasing your claims means that, if the judge approves the settlement, you are giving up the right to file your own lawsuit against, or seek further money from, ExpressVPN for any of the issues or claims in the case—whether or not you are currently aware of those claims. The specific scope of the claims you are releasing is in paragraph 77 of the Settlement Agreement, which is available through the "Documents" link on the Settlement Website.

If you are a Class Member who is a former ExpressVPN subscriber as of September 9, 2026, you will still receive a Credit Voucher that may be redeemed for a 3-month "Advanced"-tier subscription for ExpressVPN even if you do nothing at all.

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

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

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

[ADDRESS]

Your letter must include:

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

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

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

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

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

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

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

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

ExpressVPN Settlement Administrator
ATTN: Objection
Address

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

THE LAWYERS REPRESENTING YOU

Who is Class Counsel?

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

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

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

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

How will Class Counsel be paid?

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

GETTING MORE INFORMATION

How do I get more information about the Lawsuit?

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

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

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

EXHIBIT G

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

For Spanish, press 1.

Main: Thank you for calling the ExpressVPN California Settlement Administrator. This call may be recorded for training purposes. Welcome to the Marin v. Express Technologies., Ltd. class action voice information system. This system uses an FAQ format to briefly describe a class action settlement for your 24/7 convenience. A court has preliminarily approved a class action settlement involving ExpressVPN. The Class includes individuals who purchased an automatically renewing ExpressVPN subscription and paid at least one autorenewal charge in the period from September 15, 2022 to June 13, 2025 while living in California. The lawsuit alleges that ExpressVPN's autorenewal practices were unlawful. ExpressVPN denies all wrongdoing and maintains its business practices are and always have been lawful. The Court has not determined who is right. The court will hold a hearing about the fairness of the settlement on February 19, 2027. Benefits will be distributed to Settlement Class Members only if the Court approves the settlement.

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

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

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

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

Question 3: As a Class Member, you have a choice whether to remain in the Class or to exclude yourself. If you do nothing, you will remain in the Class. If the Court approves the settlement, you will have the option of submitting a Claim Form to receive a Cash Benefit. Please visit [WEBSITE] to learn more about submitting a Claim Form. If you are a former ExpressVPN subscriber as of September 9, 2026, you may also receive a Credit Voucher if the Court approves the settlement, even if you do nothing. You will have the option of objecting to the Settlement. Please visit [WEBSITE] to learn more about objecting to the settlement. Unless you exclude yourself from the settlement, you will be legally bound by all Court orders, including the settlement, which means you won't be able to sue, or continue to sue, ExpressVPN about the same legal claims in this case. If you decide you do not want to be a member of the Class, you must exclude yourself. If you exclude yourself, you will not receive any money or other compensation if the Court approves the settlement. You will not be bound by any Court orders and you will keep any rights to sue ExpressVPN on your own regarding the legal claims in this case. To repeat this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.

Question 4: If you decide you do not want to be a Class member, you must exclude yourself. If you exclude yourself, you will not receive any money or other compensation that may result from this lawsuit. You will not be bound by any Court orders and you will keep any rights to sue ExpressVPN on your own regarding the legal

claims in this case. To exclude yourself from the Class, you must mail a letter stating that you request to be excluded from the Class and settlement in Marin v. Express Technologies, Ltd., Case Number 26CU028651N to the Settlement Administrator at [ADDRESS]. Your letter must also include your full name, current mailing address, telephone number, email address, and signature. More information about excluding yourself from the settlement is available at [Website]. To repeat this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.

Question 5: Before any payments can be made, the Court must first decide whether to approve the settlement after the final approval hearing, which is scheduled to be held on February 19, 2027. The Court may reschedule the final approval hearing without notice to the Class, so please visit [WEBSITE] for the latest information about the final approval hearing. Settlement benefits will be distributed after the Court approves the settlement and after any appeals are resolved in favor of the settlement. This process may take time, so please be patient. To repeat this message, dial 0. To return to the previous menu, dial 1. To leave a voicemail, dial 9.

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

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

PROOF OF SERVICE

I am a resident of the State of California, I am over the age of 18 years, and I am not a party to the within action. My business address is 201 Santa Monica Blvd., Suite 600, Santa Monica, CA 90401. On October 6, 2026, I served the foregoing document(s) described as **STIPULATION AND [PROPOSED] ORDER TO CLARIFY CLASS NOTICE** on all interested parties in this action as follows:

Stephen A. Broome (Cal. Bar No. 314605)
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☒ **(BY EMAIL)**: I served the document(s) listed above electronically via e-mail to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on October 6, 2026, at Santa Monica, California.

/s/ Jessie Wang
Jessie Wang