

# **EXHIBIT "A"**



PATTERSON LAW GROUP

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March 6, 2014

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Chief Executive Officer / President  
Google, Inc.  
1600 Amphitheatre Parkway  
Mountain View, California 94043

Re: Imber-Gluck v. Google, Inc.

Dear Sir/Madame:

Our law firm and Carpenter Law Group represents Ilana Imber-Gluck and all other similarly situated persons in the United States in an action against Google, Inc. (“Google”) arising out of, *inter alia*, Google’s failure to disclose material facts regarding its free or modestly priced applications (“Apps”). In most cases the Apps are video games that are targeted to and induce minor children to incur charges for in-application-related purchases (“In-App Purchases”), *i.e.*, virtual supplies, ammunition, fruits and vegetables, cash, and other fake “currency,” within the game in order to play the game as it was designed to be played (“Game Currency”). Unbeknownst to the parents and guardians of these minor children, such purchases may easily be completed with one click and without their knowledge or authorization.

These Apps do not require a special password in order to purchase Game Currency. So once the parent or guardian enters their Google password to purchase or download the App, Google permits the user, even if a minor, to buy Game Currency for up to thirty minutes without reentering the password. Thus minors may (and do) purchase large-dollar-amount sums (up to \$99.00) of Game Currency in one click without entering a password. Google pockets millions of dollars from such Game Currency transactions with minors and without the authorization of their parents or guardians, whose credit cards or PayPal accounts are automatically charged for the purchases

Ms. Imber-Gluck and others similarly situated consumers purchased free or moderately priced Apps from Google, unaware that their children would be permitted to incur charges for In-App Purchases without having to enter a password to do so. The full claims, including the facts and circumstances surrounding these claims, are detailed in the Class Action Complaint, a copy of which is enclosed and incorporated by this reference.

Google's representations and omissions are false and misleading and constitute unfair methods of competition and unlawful, unfair, and fraudulent acts or practices, undertaken by Google with the intent to result in the sale of Apps and In-App Purchases to the consuming public. The In-App Purchases do not require entry of a password for up to thirty minutes, thereby allowing minor children to make multiple, large-dollar-amount purchases without their parents' or guardians' knowledge or authorization.

This practice constitutes a violation of California Civil Code § 1770(a) under, *inter alia*, the following subdivisions:

- (5) Representing that [the Apps and the In-App Purchases] have . . . characteristics, . . . uses [or] benefits. . . which they do not have.

\* \* \*

- (7) Representing that [the Apps and the In-App Purchases] are of a particular standard, quality or grade, . . . if they are of another.

\* \* \*

- (14) Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law.

California Civil Code § 1770(a)(5), (7), and (14).

While the Complaint constitutes sufficient notice of the claims asserted, pursuant to California Civil Code § 1782, we hereby demand on behalf of our clients and all other similarly situated persons in the United States that Google immediately correct and rectify this violation of California Civil Code § 1770 by ceasing dissemination of false and misleading information as described in the enclosed Complaint. In addition, Google should offer to refund to all consumer purchasers of the Apps and the In-App Purchases the funds paid to Google, plus reimbursement for interest, costs, and fees.

Plaintiffs will, after thirty days from the date of this letter, amend the Complaint without leave of Court, as permitted by California Civil Code § 1782, to include claims for actual and punitive damages (as may be appropriate) if a full and adequate response to this letter is not received. These damage claims also would include claims under already asserted theories of unlawful business acts, as well as the claims under the Consumers Legal Remedies Act. Thus, to avoid further litigation, it is in the interest of all parties concerned that Google address this problem immediately.

Google must undertake all of the following actions to satisfy the requirements of California Civil Code § 1782(c):

1. Identify or make a reasonable attempt to identify purchasers of the Apps and the In-App Purchases;
2. Notify all such purchasers so identified that upon their request, Google will offer an appropriate correction, replacement, or other remedy for its wrongful conduct, which can include a full refund of the purchase price paid for such products, plus interest, costs and fees;
3. Undertake (or promise to undertake within a reasonable time if it cannot be done immediately) the actions described above for all purchasers of Apps and In-App Purchases who so request; and
4. Cease from expressly or impliedly representing to consumers that these Apps and In-App Purchases are free or moderately priced, as more fully described in the attached Complaint.

We await your response.

Sincerely,

PATTERSON LAW GROUP

A handwritten signature in blue ink, appearing to read "James R. Patterson", is written over a light blue rectangular background.

James R. Patterson

Enclosure

CC: *(via regular U.S. Mail w/o enclosure)*  
Carpenter Law Group  
Del Sol Cavanaugh Stroyd LLC  
Berger & Montague, P.C.