IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

JUSTIN BREWER, ARIEL BROOKS, ALEX SISTI, and MARC WEINBERGER, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

CVS PHARMACY, INC., and CRITEO CORP.,

Defendants.

CASE NO. CACE-26-008094

# SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, individually, and on behalf of the Settlement Class and Defendants. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

## I. Procedural History

1. CVS is a health solutions company with over thirty-six (36) million customers.

2. Criteo is a digital advertising company that provides advertising support, including on the CVS Website and CVS App.

3. Before filing the Complaint in this Action, Plaintiffs' counsel contacted Defendants' counsel to determine whether Defendants would be interested in early resolution for the benefit of all involved. The Parties agreed to mediate with experienced class action mediator Robert A. Meyer, Esq. of JAMS, which provides arbitration, mediation and other alternative dispute

[1] All capitalized terms herein shall have the same meanings as those defined in Section II below.

resolution services around the world.

4. The Parties attended mediation on March 17, 2026. After continuing to negotiate for several weeks thereafter, the Parties reached an agreement on the material terms of this Settlement.

5. Plaintiffs filed a putative class Complaint in the Action on May 15, 2026, and subsequently amended the Complaint, alleging violation of the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510 *et seq.*, state statutory claims, breach of confidence, invasion of privacy, and negligence/negligence *per se*.

6. The Parties now agree to settle the Action entirely, with respect to all Released Claims of the Releasing Parties without any admission by the Defendants of liability or wrongdoing. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the alleged data disclosure, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this

Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

**NOW, THEREFORE,** in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## II. Definitions

7. "**Action**" means the above-captioned action, *Justin Brewer, et al. v CVS Pharmacy, Inc., et al.*, Case No. CACE-26-008094 (Fla. Cir. Ct., Broward County).

8. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this settlement agreement between Plaintiffs and Defendants.

9. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made with the Motion for Final Approval seeking attorneys' fees, reimbursement for costs, and Service Awards.

10. "**CAFA Notice**" means the notice provided for under Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, within the timelines specified by 28 U.S.C. § 1715(b).

11. "**Cash Payment**" means the cash compensation paid to the Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B under Section IV herein.

12. "**Cash Payment A**" means the up to Ten U.S. Dollars ($10.00) in cash compensation that Settlement Class Members with reasonable documentation of their membership in the Settlement Class may elect under the Settlement.

13. "**Cash Payment B**" means the up to Five U.S. Dollars ($5.00) in cash compensation that Settlement Class Members may elect under the Settlement.

14. "**Causes of Action**" means all claims or causes of action set forth in the Complaint

or any amended complaint, as well as any other potential claim arising from or related to CVS's alleged disclosure of health or private information, personal information, browsing data, identifiers, or other data of users of the CVS Digital Properties to Criteo or other technology providers or third parties through technology embedded on any of the CVS Digital Properties.

15. "**Claim**" means the submission of a Claim Form by a Claimant.

16. "**Claimant**" means an individual who submits a Claim Form.

17. "**Claim Form"** means the proof of claim, substantially in the form attached hereto as ***Exhibit 4***.

18. "**Claim Form Deadline"** shall be fifteen (15) days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

19. "**Claim Process**" means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

20. "**Class Counsel**" means Jeff Ostrow of Kopelowitz Ostrow P.A., Jonathan M. Jagher of Justice Jagher London and Millen LLC, Katrina Carroll of Carroll Shamberg LLC, Mariya Weekes of Milberg PLLC, and Yitzchak Kopel of Bursor & Fisher, P.A.

21. "**Class List**" is the class list provided by Defendants to the Settlement Administrator. The Class List is a list of known Settlement Class Members and the contact information maintained by the Defendants.

22. "**Class Representatives**" means those Plaintiffs the Court approves to serve as representatives of the Settlement Class.

23. "**Complaint**" means the class action complaint filed in this Action on May 15,

2026.

24. “**Court**” means the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, and the Judge(s) assigned to the Action.

25. “**Criteo**” means Criteo Corp., a defendant in the Action, and its parents and affiliates.

26. “**CVS**” means CVS Pharmacy, Inc., a defendant in the Action, and its parents and affiliates, including, but not limited to CVS Health Corporation.

27. “**CVS App**” means the iOS or Android digital application operated by CVS or any of its related entities.

28. **“CVS Digital Properties**” means any of CVS’s digital or web-based properties, including, but not limited to the CVS Website, CVSHealth.com, and the CVS App.

29. “**CVS Website**” means www.cvs.com.

30. “**Defendants**” means CVS and Criteo.

31. “**Defendants’ Counsel**” means Lauri Mazzuchetti and Whitney Smith of Kelley Drye & Warren LLP for CVS, and Thomas Dillickrath and Tenaya Rodewald of Sheppard, Mullin, Richter & Hampton LLP for Criteo.

32. “**Effective Date**” means thirty (30) days following the day that the Final Approval Order has been entered, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of:

a. Thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or

b. If appeals are taken from the Final Approval Order, then the earlier of:

i. Thirty (30) days after the last appellate court ruling affirming the

Final Approval Order; or

ii. Thirty (30) days after the entry of a dismissal of the appeal.

33. "**Email Notice**" means the email notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1,*** that the Settlement Administrator shall disseminate to Settlement Class Members by email.

34. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

35. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

36. "**Final Approval Order**" means the final order, substantially in the form attached hereto as ***Exhibit 6***, granting Final Approval of the Settlement.

37. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that shall be posted on the Settlement Website.

38. "**Maximum Cash Payment**" means the Twenty Million Five Hundred Thousand U.S. Dollars ($20,500,000.00) that Defendants are making available for the payment of Settlement Class Member Benefits under the Settlement, which includes Cash Payments, Settlement Administration Costs, and any Court-approved attorneys' fees, costs, and Service Awards.

39. "**Motion for Final Approval**" means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

40. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

41. "**Notice**" means the Email Notice, Publication Notice, and Long Form Notice that

Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class consisting of the Email Notice, Publication Notice, and Long Form Notice, along with the Settlement Website and Settlement toll-free telephone line.

43. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

44. “**Objection Deadline**” means thirty (30) days before the scheduled Final Approval Hearing.

45. “**Opt-Out Deadline**” means thirty (30) days before the scheduled Final Approval Hearing.

46. “**Parties**” means Plaintiffs, CVS, and Criteo together.

47. “**Plaintiffs**” means Justin Brewer, Ariel Brooks, Alex Sisti, and Marc Weinberger, the plaintiffs in the Action.

48. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

49. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

50. “**Publication Notice**” means the published notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2,*** that the Settlement Administrator shall digitally publish on the Internet and select social media platforms.

51. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

52. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or

unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to (a) the Causes of Action, (b) the use of any technology on any of the CVS Digital Properties, or (c) any interactions with any of the CVS Digital Properties.

53. "**Released Parties**" means Defendants and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, representatives, and technology providers (including, without limitation, Medallia, Inc., Quantum Metric, Inc., Adobe, Inc., Braze, Inc., and Branch Metrics, Inc.).

54. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

55. "**Service Awards**" means the payments the Court may award the Class Representatives for serving as representatives on behalf of the Settlement Class.

56. "**Settlement Administrator**" means Simpluris, Inc.

57. "**Settlement Administration Costs**" means all costs and fees of the Settlement

Administrator regarding Notice and Settlement administration.

58. "**Settlement Class**" means all living individuals who accessed the CVS Digital Properties in the United States at any time prior to the date of Preliminary Approval. Excluded from the Settlement Class are (i) Defendants' officers, directors, and employees; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) governmental entities; and (iv) any individual who timely and validly opts out of the Settlement.

59. "**Settlement Class Member Benefits**" means Cash Payments, Settlement Administration Costs, and any Court-awarded attorneys' fees and costs and Service Awards.

60. "**Settlement Class Member**" means any member of the Settlement Class.

61. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

62. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form

Deadline; and determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

## III. Certification of the Settlement Class

63. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

## IV. Settlement Consideration

64. The Settlement includes the following benefits all of which will be paid by the Defendants: Cash Payment A, Cash Payment B, Settlement Administration Costs, and any Court-awarded attorneys' fees and costs and Service Awards. Settlement Class Members may elect Cash Payment A if they submit reasonable documentation supporting their membership in the Settlement Class or Cash Payment B if they do not submit proof of their membership in the Settlement Class. Settlement Class Members who do not file a Valid Claim or those who opt-out of the Settlement will not receive a Cash Payment. Only one Cash Payment per household shall be permitted. For purposes of this provision, "household" shall mean all persons residing at the same mailing

address. Defendants will pay no more than the Maximum Cash Payment for all Settlement Class Member Benefits.

a. **Cash Payment A**

To receive Cash Payment A, Settlement Class Members will be required to submit reasonable documentation supporting their membership in the Settlement Class, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member evidencing their interaction with the CVS Digital Properties through the date of Preliminary Approval. Non-exhaustive examples of reasonable documentation evidencing interactions with the CVS Digital Properties include browser search history, screenshots showing dates, and email receipts of online purchases. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Cash Payment A shall be Ten U.S. Dollars ($10.00) unless there is a downward *pro rata* adjustment. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. **Cash Payment B**

As an alternative to Cash Payment A above, Settlement Class Members may elect to receive Cash Payment B, which shall be Five U.S. Dollars ($5.00) unless there is a downward *pro rata* adjustment.

c. ***Pro Rata* Adjustment**

Following payment of the Settlement Administration Costs and any Court-awarded attorneys' fees and costs and Service Awards, if the total value of all Settlement Class Member Benefits exceeds the Maximum Cash Payment, all Cash Payments for Settlement Class Members who submitted Valid Claims will be reduced *pro rata*. In no event shall the total amount paid by Defendants for all Settlement Class Member Benefits, including Cash Payments, Settlement Administration Costs, and any Court-approved attorneys' fees, costs, and Service Awards, exceed the Maximum Cash Payment. Any residual funds remaining after all Valid Claims have been paid and all other Settlement Class Member Benefits have been satisfied shall revert to Defendants to be distributed in accordance with a separate agreement between CVS and Criteo.

d. **Settlement Administration Costs**

Defendants shall be solely responsible for the payment of all Settlement Administration Costs, which shall be memorialized in a separate agreement between the Settlement Administrator and Defendants. As part of that agreement, Defendants will agree to pay Settlement Administration Costs due under that agreement to the Settlement Administrator within 30 days of Preliminary Approval.

**V. <u>Settlement Approval</u>**

65. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class

Members to object to the Settlement; (6) appoint Simpluris, Inc. as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow, Jonathan M. Jagher, Katrina Carroll, Mariya Weekes, and Yitzchak Kopel as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

## VI. <u>Settlement Administrator</u>

66. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

67. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and overseeing the distribution of Cash Payments.

68. The Settlement Administrator's duties include the following:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice (if email addresses are available) and Publication Notice, and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members;

b. Disseminating CAFA Notice;

c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim

Forms;

d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries to Class Counsel;

f. Responding to any mailed Settlement Class Member inquiries or forwarding such inquiries to Class Counsel;

g. Receiving and reviewing Claim Forms and notifying Claimants of deficient Claim Forms using the Notice of Deficiency;

h. Processing all opt-out requests from the Settlement Class;

i. Providing weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Cash Payments;

l. Collecting from Defendants the cash necessary to pay Valid Claims for Cash Payments;

m. Distributing Cash Payments by electronic means or by paper check; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendants' Counsel.

## VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

Notice to the Settlement Class

69. Defendants will provide the Settlement Administrator with the Class List no later than fifteen (15) days after entry of the Preliminary Approval Order. The Class List may not be used by the Settlement Administrator or Class Counsel for any purpose other than for providing Notice and responding to inquiries by Settlement Class Members of their rights, and otherwise effectuating the terms of this Agreement. Class Counsel agrees to destroy the Class List and any copies within their possession within ninety (90) days after all payments have been made pursuant to this Agreement. After all payments have been made pursuant to this Agreement, the Settlement Administrator will destroy the Class List and any copies within its possession consistent with its document retention policies and standard industry practices.

70. Within forty-five (45) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, including initiating the Publication Notice, using the forms of Notice approved by the Court. Where email addresses

are provided by Defendants for Settlement Class Members, Email Notice shall be sent by email.

71. The Email Notice shall include, among other information:

a. A description of the material terms of the Settlement;

b. How to submit a Claim Form;

c. The Claim Form Deadline;

d. The Opt-Out Deadline for Settlement Class Members to timely exclude themselves from the Settlement Class;

e. The Objection Deadline for Settlement Class Members to timely object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

f. The Final Approval Hearing date; and

g. The Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information.

72. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. The Publication Notice shall direct potential Settlement Class Members to the Settlement Website to learn more about the Settlement and to submit a Claim. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

73. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the

Settlement Administrator.

Opt-Out Procedures

74. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must contain the name of the Action and be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim. Except for those Settlement Class Members who timely and properly file an opt-out request, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement and upon the Effective Date, will be bound by its terms.

Objection Procedures

75. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Email Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an

objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted on the date of the postmark on the envelope. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

76. For an objection to be considered by the Court, the objection must also set forth:

a. The name of the Action;

b. The objector's full name, mailing address, telephone number, and email address (if any);

c. All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon objector's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case;

f. A copy of any orders related to or ruling on the objector's counsel or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement;

g. Whether the objector and/or the objector's counsel intends to personally appear and/or testify at the Final Approval Hearing;

h. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

i. Whether the objector and/or the objector's counsel used any form of artificial intelligence in the preparation of the objection; and

j. The objector's signature (an attorney's signature is not sufficient).

77. Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and requesting documents. Failure to comply with the objection requirements herein, in the Long Form Notice, and in the Preliminary Approval Order will result in the Court overruling the objection on procedural grounds without having to evaluate the merits of the objection. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.

78. Subject to approval by the Court, any Settlement Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member:

a. Files with the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and

b. Serves the Notice of Intention to Appear on Class Counsel and Defendants' Counsel by the Objection Deadline.

79. The Notice of Intention to Appear must include:

a. The case name and number;

b. The Settlement Class Member's name, address, telephone number, email address (if any), and signature, and, if represented by counsel, their counsel's contact information;

c. The details of the Settlement Class Member's interaction with CVS Digital Properties; and

d. Copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

80. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Class Notice and this Agreement shall not be entitled to appear at the Final Approval Hearing and raise any objections.

81. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

## VIII. Claim Process and Disbursement of Cash Payments

82. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and how to submit a Claim Form.

83. Claim Forms may be submitted online through the Settlement Website or through

U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

84. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

85. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member to determine which Claim Form is the appropriate one for consideration.

86. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the

Parties and ultimate oversight by the Court.

87. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 10 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree. Any Settlement Class Member who fails to submit a timely, accurate and fully completed, valid Claim Form shall not be entitled to receive a Cash Payment but shall otherwise be bound by all of the terms in this Agreement, including the terms of the Final Approval Order and the Releases in this Agreement, and shall be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Released Parties concerning any Released Claims.

88. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.

f. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

g. Failure to submit a Claim Form by the Claim Form Deadline; and/or

h. The Claim Form otherwise does not comply with the requirements of this Settlement.

89. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

90. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendants' Counsel. Additionally, Class Counsel and Defendants' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice. Defendants' Counsel and Class Counsel shall each have the right to challenge the acceptance or rejection of a Claim Form submitted by purported Settlement Class Members. Any such challenge must be made within fourteen (14) days after the Settlement Administrator has provided the requested documentation to the Parties' Counsel. The Settlement Administrator shall follow any agreed decisions of Defendants' Counsel and Class Counsel regarding any challenged claims.

91. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

92. The Settlement Administrator shall send an invoice to the Defendants for the collection of funds necessary to pay for the Cash Payments no later than twenty (20) days after the Effective Date. The Defendants must pay the Settlement Administrator the amount on the invoice within twenty (20) days of receipt. Defendants shall not relinquish control over any money until payments are due. The Settlement Administrator shall distribute Cash Payments to Settlement Class Members with Valid Claims no later than ninety (90) days after the Effective Date. Checks will be valid for one hundred and eighty (180) days from the date on the check. Any money that

has not been distributed because of uncashed checks shall be returned to Defendants.

93. Cash Payments to Settlement Class Members will be made by electronic payment or paper check. Settlement Class Members will choose their form of payment on their Claim Form.

94. Except as provided in this Section and any Service Award that the Court awards to Plaintiffs, Defendants shall have no obligation to make any other or further payments to Plaintiffs or to any Settlement Class Member.

## IX. Final Approval Order and Final Judgment

95. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than forty-five (45) days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

96. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine the completed Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendants and the Released Parties from the Released Claims, as specified in Section XI below; and

f. Dismiss the Action with prejudice in accordance with the Final Approval Order but otherwise reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

## X. Service Awards, Attorneys' Fees and Costs

97. ***Service Awards.*** In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request Service Awards for the Class Representatives in an amount not to exceed Two Thousand Five Hundred U.S. Dollars ($2,500.00). If approved, Defendants shall pay or cause to be paid the Court-approved Service Awards to Class Counsel by wire transfer within ten (10) days of the Effective Date. The Service Awards to the Class Representatives shall be separate and apart from their entitlement to Cash Payments.

98. ***Attorneys' Fees and Costs.*** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to Thirty-Seven and a Half Percent (37.5%) of the Maximum Cash

Payment. Defendants shall pay or cause to be paid the Court-approved attorneys' fees and costs to Class Counsel by wire transfer within ten (10) days following Final Approval. In the event that the Settlement is reversed, vacated, or otherwise fails to become final after any portion of the attorneys' fees and costs have been paid, Class Counsel shall, within thirty (30) days, return all attorneys' fees and costs amounts received, together with any interest earned thereon in accordance with the undertaking attached as ***Exhibit** 7*.

99. This Settlement is not contingent on approval of the request for attorneys' fees and costs, or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

100. ***Tax Consequences.*** Defendants shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiffs, any Settlement Class Member, Class Counsel, or the Administrator. Plaintiffs and Class Counsel acknowledge that Defendants have no responsibility for any taxes due on payments to (i) Plaintiffs, including, without limitation, any approved Service Award, (ii) Class Counsel, including, without limitation, any approved attorneys' fees and costs, (iii) the Administrator, or (iv) any Settlement Class Member. Plaintiffs and Class Counsel further acknowledge that Defendants have no responsibility for any tax consequences that arise out of the deferral of any such payments, including, without limitation, Plaintiffs' approved Service Award or Class Counsel's approved attorneys' fees and costs.

## XI. <u>Releases</u>

101. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Defendants and the Released Parties from any and all Released Claims.

102. The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

103. The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Settlement Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims.

104. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of or related to the Released Claims and will not obtain any of the Cash Payments under the Settlement.

105. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting all Released Claims, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

106. The power to enforce any term of this Settlement is not affected by the releases in this section.

## XII. Covenants, Representations, and Warranties

107. Plaintiffs and the Settlement Class Members covenant and agree:

a. Not to assert any of the Released Claims in any action or proceeding and not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties;

b. Not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on or relating to any of the Released Claims or the facts and circumstances relating thereto against the Released Parties; and

c. That the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

108. Plaintiffs represent and warrant that they: (a) are the sole and exclusive owner of their own Released Claims; (b) have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) will not assign or otherwise transfer any interest in any of the Released Claims; and (d) have no surviving claim or cause of action against any of the Released Parties that is not being released by this Agreement.

## XIII. Termination of Settlement

109. This Agreement shall be subject to and is expressly conditioned on the occurrence

of all of the following events:

a. Court approval of the Settlement consideration and the Releases set forth in this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

110. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated. Notwithstanding the foregoing, Defendants shall have the unilateral right to terminate this Agreement if more than five thousand (5,000) of the Settlement Class Members submit valid and timely requests to opt out of the Settlement Class. If Defendants elect to exercise this right, they must do so in writing within fourteen (14) days after the Opt-Out Deadline. In the event of such termination, the provisions of Section XIV shall apply.

111. In the event this Agreement is terminated or fails to become effective, then:

a. the certification of the Settlement Class and any other judgment or order entered by the Court in the Action will be void and deemed vacated, *nunc pro tunc*, and without prejudice to Defendants' right to contest class certification and all other rights and defenses;

b. the Parties agree to dismiss the Action without prejudice and to take all steps necessary to effectuate such dismissal;

c. the Parties shall return to the *status quo ante* as if the Parties had not entered into this Agreement; and

d. the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose.

## XIV. Effect of Termination

112. The grounds upon which this Agreement may be terminated are set forth in Section XIII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', and Defendants' Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the litigation as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved, including with respect to the appropriate forum for any dispute.

113. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court. This Agreement shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Federal Rules of Civil Procedure, Federal Rule of Evidence 408, Florida Evidence Code Section 90.408, and any applicable state law or rule of civil procedure or evidence.

## XV. No Admission of Liability

114. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants expressly deny that they have engaged in any wrongdoing, violated any law or regulation, or acted improperly in any way. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

115. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

116. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

117. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

118. In addition to any other defenses Defendants or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## XVI. Miscellaneous Provisions

119. ***Confidentiality***. The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Motion for Preliminary Approval. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding mediation, the negotiation and drafting of this Agreement. The Parties also agree that Plaintiffs and Class Counsel shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of Defendants. The Parties further agree that before the entry of Final Approval of the Settlement, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed on by all Parties, no information will be provided in response to such inquiries.

120. The preceding paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

121. ***Gender and Plurals***. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

122. ***Binding Effect***. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

123. ***Cooperation of Parties***. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

124. ***Obligation to Meet and Confer***. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

125. ***Integration and No Reliance***. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or

warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

126. ***No Conflict Intended***. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

127. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Florida, without regard to the principles thereof regarding choice of law.

128. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

129. ***Jurisdiction***. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

130. ***Notices***. All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

**<u>If to Plaintiffs or Class Counsel</u>**:


Jeff Ostrow
**Kopelowitz Ostrow P.A.**
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Jonathan M. Jagher
**Justice Jagher London and Millen LLC**
100 Tri-State International Drive, Suite 128
Lincolnshire, IL 60069
jjagher@jjlmlaw.com

Katrina Carroll
**Carroll Shamberg LLC**
200 N. LaSalle
Suite 1650
Chicago, IL 60601
katrina@csclassactions.com

Mariya Weekes
**Milberg PLLC**
333 SE 2nd Avenue, Suite 2000
Miami, FL 33131
mweekes@milberg.com

Yitzchak Kopel
**Bursor & Fisher, P.A.**
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
ykopel@bursor.com


**<u>If to CVS or CVS's Counsel</u>**:


Lauri Mazzuchetti
Whitney Smith
**Kelley Drye & Warren LLP**
7 Giralda Farms, Suite 340
Madison, NJ 07940
lmazzuchetti@kelleydrye.com
wsmith@kelleydrye.com

**<u>If to Criteo or Criteo's Counsel</u>**:

Tenaya Rodewald
**Sheppard, Mullin, Richter & Hampton LLP**
1540 El Camino Real, Suite 120
Menlo Park, CA 94026
trodewald@sheppard.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

131. ***Modification and Amendment***. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

132. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

133. ***Authority***. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

134. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

135. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in

addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

136. ***Receipt of Advice of Counsel***. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

**PLAINTIFFS**
**(on behalf of themselves and the putative Settlement Class)**

DocuSigned by:
JUSTIN BREWER
0DC499B7963B436...

**JUSTIN BREWER**
Date: 7/24/2026

______________________________
**ARIEL BROOKS**
Date: ______________________________

______________________________
**ALEX SISTI**
Date: ______________________________

Signed by:

**MARC WEINBERGER**
Date: 7/24/2026

**(signatures continued on next page)**

**PLAINTIFFS**
**(on behalf of themselves and the putative Settlement Class)**

______________________________
**JUSTIN BREWER**
Date: ______________________________

Ariel Brooks (Jul 24, 2026 10:45:59 PDT)
______________________________
**ARIEL BROOKS**
Date: 07/24/2026

______________________________
**ALEX SISTI**
Date: 07/24/2026

______________________________
**MARC WEINBERGER**
Date: ______________________________

**(signatures continued on next page)**

**CLASS COUNSEL**

DocuSigned by:
Jeff Ostrow
D8A1A5039BD0430...

JEFF OSTROW
**KOPELOWITZ OSTROW P.A.**
Date: 7/24/2026

Signed by:
Jonathan Jagher

JONATHAN M. JAGHER
**JUSTICE JAGHER LONDON AND MILLEN LLC**
Date: 7/24/2026

Signed by:
Katrina Carroll

KATRINA CARROLL
**CARROLL SHAMBERG LLC**
Date: 7/24/2026

Signed by:

MARIYA WEEKES
**MILBERG PLLC**
Date: 7/24/2026

Signed by:
Yitzchak Kopel

YITZCHAK KOPEL
**BURSOR & FISHER P.A.**
Date: 7/24/2026

**(signatures continued on next page)**

**DEFENDANTS AND DEFENDANTS' COUNSEL**

**CVS PHARMACY, INC.**

By: Thomas S. Moffatt
Its Vice President and Corporate Secretary
Date: 7/24/2026

**CVS'S COUNSEL**

Whitney M. Smith

WHITNEY SMITH
**KELLEY DRYE & WARREN LLP**
Date: 7/24/2026

**CRITEO CORP.**

By: ______________________
Its ______________________
Date: ______________________

**CRITEO'S COUNSEL**

______________________
TENAYA RODEWALD
**SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**
Date: ______________________

**DEFENDANTS AND DEFENDANTS' COUNSEL**

**CVS PHARMACY, INC.**

______________________________
By: ____________________________
Its ____________________________
Date: __________________________

**CVS'S COUNSEL**

______________________________
WHITNEY SMITH
**KELLEY DRYE & WARREN LLP**
Date: __________________________

**CRITEO CORP.**

DocuSigned by:
Ryan Damon
71662F750BEF42B...
By: Ryan Damon
Its Chief Legal Officer
Date: 7/24/2026

**CRITEO'S COUNSEL**

DocuSigned by:
Tenaya Rodewald
878AE254864140D...
TENAYA RODEWALD
**SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**
Date: 7/24/2026