EXHIBIT 1

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JANE DOE, JANE DOE II, JOHN DOE, E.C., JOSE MARQUEZ, and HOLLIS WILSON, individually and on behalf of all others similarly situated, Plaintiffs, v. GOODRX HOLDINGS, INC., CRITEO CORP., META PLATFORMS, INC., AND GOOGLE LLC, Defendants.	CASE NO. 3:23-CV-00501-AMO **AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE** Judge: Honorable Araceli Martínez-Olguín Action Filed: May 26, 2023

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Amended Class Action Settlement and Release (the "Agreement" or "Settlement Agreement") is entered into on November 17, 2025 by and among the Class Representatives[1] (also, the "Plaintiffs"), for themselves individually and on behalf of the Settlement Class, GoodRx Holdings, Inc. ("GoodRx"), and Criteo Corp. ("Criteo") (GoodRx and Criteo, collectively "Defendants"; Defendants and Plaintiffs, collectively, the "Parties"). This Settlement Agreement amends and supersedes the Class Action Settlement Agreement and Release by and among Plaintiffs and GoodRx dated November 25, 2024.

A. Recitals

1. There is pending in the United States District Court for the Northern District of California, San Francisco Division, an action captioned *Jane Doe et al. v. GoodRx Holdings, Inc., et al.,* Case No 3:23-CV-00501 (N.D. Cal.), in which the Class Representatives have alleged that GoodRx improperly shared their Data including through its use of marketing and analytics vendors, including Criteo (the "Litigation").

2. Specifically, Plaintiffs allege that Defendant GoodRx has violated state wiretapping statutes, consumer and healthcare protection laws, common law and statutory privacy rights, engaged in unfair business practices, acted negligently, and was unjustly enriched by allegedly disclosing certain user Data with third-party vendors. Plaintiffs allege that Defendant GoodRx disclosed sensitive personal information communicated through the GoodRx platform to third-party advertising and social media companies, including Meta Platforms, Inc. ("Meta"), Google LLC ("Google"), and Criteo (collectively, the "Co-Defendants") via the use of pieces of code known as software development kits ("SDKs") and standard JavaScript pixels (further defined as "Pixels" herein). Plaintiff further allege that through such disclosures, the Co-Defendants intercepted and used the sensitive information for their own purposes. Accordingly, Plaintiffs assert that the Co-Defendants are charged with the same violations as GoodRx.

[1] Except as otherwise specified, capitalized terms shall have the meanings set forth in Section B of this Agreement, titled "Definitions."

3. Defendants GoodRx and Criteo deny all claims asserted against them in the Litigation, deny all allegations of wrongdoing and liability, and deny all material allegations of the Consolidated Class Action Complaint filed on May 26, 2023 (the "Complaint").

4. Class Counsel have investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of the Parties' respective positions, including information supplied to Class Counsel in the context of mediation.

5. The Parties desire to settle the claims asserted and that could be asserted, and all claims arising out of or related to the allegations or subject matter of the Complaint, the Litigation, GoodRx's alleged use of third-party tracking technology, and Criteo's alleged interception and use of certain sensitive data received through GoodRx website, GoodRx mobile application, or any of GoodRx platforms on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation against GoodRx and Criteo.

6. This Agreement is the result of vigorous and extensive arm's-length negotiations. Negotiations between Class Counsel and GoodRx's Counsel took place over the course of several months, including two separate mediations, the first of which was ordered by the Court and occurred on January 10, 2024, before the Honorable Ellen Sickles James (ret.). The second mediation occurred on March 7, 2024, before the Honorable Wayne Andersen (ret.). Plaintiffs and GoodRx conducted a day long mediation and multiple telephonic conferences with Judge Andersen in an effort to resolve their disputes over several weeks. Criteo participated in those mediation and engaged in its own negotiations with Plaintiffs. Together, these efforts have resulted in a settlement in principle with GoodRx and Criteo, the terms of which are reflected in this Agreement.

7. This Settlement Agreement shall not be deemed or construed to be an admission or evidence of a violation of any statute, law, rule, or regulation or of any liability or wrongdoing by Defendants or of the truth of any of Plaintiffs' claims or allegations, nor shall it be deemed or construed to be an admission or evidence of Defendants' defenses. Without limiting the foregoing in any way, neither this Settlement Agreement nor anything contained herein shall be construed as or deemed to be an

admission of any sort by Defendants that any of the claims in the Litigation would be suitable for class treatment in any context other than settlement.

8. Plaintiffs and Class Counsel, on behalf of the Settlement Class (as defined below), have concluded—based upon their pre-suit investigation, information exchanges, certain discovery, motion to compel arbitration and motion to dismiss briefings, and mediations, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement—that a settlement with Defendants GoodRx and Criteo on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement reflected in this Settlement Agreement confers substantial benefits upon the Settlement Class.

9. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that, subject to the approval of the Court as provided for in this Agreement, the Litigation, all matters and claims in the Complaint, and all matters and claims arising out of or related to the allegations or subject matter of the Complaint and Litigation, as to Defendants, shall be settled, compromised, and dismissed on the merits and with prejudice on behalf of the Settlement Class upon the following terms and conditions.

B. Definitions

1. "Agreement" or "Settlement Agreement" means this Amended Class Action Settlement Agreement and Release, including all exhibits hereto.

2. "Attorneys' Fees and Expenses Award" means the amount awarded by the Court to be paid to Class Counsel from the Settlement Fund, such amount to be in full and complete satisfaction of Plaintiffs' Counsel's claim or request (and any request made by any other attorneys for Plaintiffs, Class Representatives, or Settlement Class Member) for payment of reasonable attorneys' fees and Litigation Expenses.

3. "Authorized Claimants" means all Settlement Class Members who have not excluded themselves and who submit a valid and timely Claim Form, including a Claim Form deemed defective but timely cured.

4. "Claim Deadline" is the date by which Settlement Class Members must submit a valid Claim Form to receive a cash payment under the Settlement. The Claim Deadline is sixty (60) days after the Notice Date.

5. "Claim Form" means the claim form that will be provided or made available to Settlement Class Members whereby they may seek a cash payment under the Settlement, substantially in the form attached hereto as **Exhibit A**.

6. "Class Counsel" means Amanda Fiorilla, Rachel Kesten, and Christian Levis of Lowey Dannenberg, P.C.; L. Timothy Fisher and Jenna L. Gavenman of Bursor & Fisher, P.A.

7. "Class Notice" means the notice of this Settlement Agreement, which shall include the Long-Form Notice and Short-Form Notice, substantially in the forms attached hereto as **Exhibits B and C,** respectively.

8. "Class Representatives" or "Plaintiffs" means those Persons appointed by the Court to represent the Settlement Class for purposes of the Settlement of the Litigation.

9. "Court" or "District Court" means the United States District Court for the Northern District of California.

10. "Criteo" means Criteo Corp. and any and all past, present, and future affiliates, parents, subsidiaries, predecessors, successors, or assignees.

11. "Criteo's Counsel" means Tenaya Rodewald of Sheppard Mullin Richter & Hampton LLP, located at 1540 El Camino Real, Suite 120, Menlo Park, CA 94025, and Thomas Dillickrath of Sheppard Mullin Richter & Hampton LLP, located at 2099 Pennsylvania Avenue, N.W., Suite 100, Washington, D.C. 20006-6801.

12. "Data" means any data or information related to a Person's use of websites, applications, or services made available by or through GoodRx, including GoodRx's website and app, GoodRx Gold, and GoodRx Care, and including but not limited to data or information that is or could be used, whether

on its own or in combination with other information, to identify, locate, recognize, reach, or contact a person or device.

13. "Data Disclosure" means the alleged or actual disclosure of any Data of Plaintiffs and Settlement Class Members to any third party or vendor. This includes, but is not limited to any disclosure to Meta, Google, Criteo, or other third parties or vendors as a result of any use, including but not limited to the use of Pixels, SDKs, cookies, application programming interfaces ("APIs"), or any technologies used in relation to websites, applications, or services made available by or through Defendant GoodRx through the Effective Date of this Agreement.

14. "Defendants" means GoodRx (defined below) and Criteo, collectively.

15. "Defendants' Counsel" means GoodRx's Counsel and Criteo's Counsel, collectively.

16. "Effective Date" means the date defined in Section N of this Settlement Agreement.

17. "Email Notice" means the notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form attached as **Exhibit C** to this Settlement Agreement.

18. "Final" with respect to a judgment or order means that the following have occurred: (i) the expiration of all deadlines to notice any appeal; (ii) if there is an appeal or appeals, the completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing *en banc,* or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

19. "Final Approval Hearing" means the hearing to determine whether the Settlement should be given final approval and whether Plaintiffs' Counsel's application for attorneys' fees and Litigation Expenses should be approved.

20. "Final Approval Order" means the order of the Court finally approving this Settlement, substantially in the form attached as **Exhibit E** to this Settlement Agreement.

21. "Final Judgment" means the order of judgment and dismissal with prejudice of the claims of the Class Representatives and Settlement Class Members against Defendants, substantially in the form attached as **Exhibit F** to this Settlement Agreement.

22. "GoodRx" means GoodRx Holdings, Inc., and any and all past, present, and future affiliates, parents, subsidiaries, predecessors, successors, or assignees.

23. "GoodRx's Counsel" means Martin L. Roth and Alyssa C. Kalisky, of Kirkland & Ellis LLP, located at 333 West Wolf Point Plaza, Chicago, IL 60654, and Olivia Adendorff, of Kirkland & Ellis LLP, located at 4550 Travis Street, Dallas, TX 74205.

24. "Litigation" means the action pending in the United States District Court for the Northern District of California, San Francisco Division captioned *Jane Doe et al. v. GoodRx Holdings, Inc., et al.,* Case No 3:23-CV-00501 (N.D. Cal.).

25. "Litigation Expenses" means costs and expenses incurred by Plaintiffs' Counsel in connection with commencing, prosecuting, mediating, and settling the Litigation, and obtaining Final Judgment.

26. "Long-Form Notice" means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.

27. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Settlement Administration Costs incurred pursuant to this Settlement Agreement, (ii) any taxes owed by the Settlement Fund, (iii) any Settlement Fund account costs to hold and invest the Settlement Fund, (iv) any Attorneys' Fees and Expenses Award approved by the Court; (v) service awards, and (vi) any other costs or awards approved by the Court.

28. "Notice and Settlement Administration Costs" means all approved costs incurred or charged by the Settlement Administrator in connection with providing notice to Settlement Class Members, processing claims, and otherwise administering the Settlement. Notice and Settlement Administration Costs does not include the cost of sending notice pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) ("CAFA"), which cost shall be paid separately by Defendants.

29. "Notice Date" means the date, within forty-five (45) days of the entry of the Preliminary Approval Order, by which the Settlement Administrator shall send the Short-Form Notice and/or Long-Form Notice to all Settlement Class Members and launch the Settlement Website.

30. "Notice Program" means the notice program described in Paragraph I.1.

31. "Objection Deadline" shall have the meaning set forth in Paragraph J.3 or as otherwise ordered by the Court.

32. "Opt-Out" means only persons and entities within the Settlement Class who timely file a valid written Request for Exclusion from the Settlement in accordance with the procedures set forth in the Class Notice or who are excluded from the Settlement Class.

33. "Opt-Out Date" means the date by which Settlement Class Members must mail their Request for Exclusion in order for that request to be excluded from the Settlement Class to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Date.

34. "Opt-Out Period" means the period commencing on the date of entry of the Preliminary Approval Order and ending on the Opt-Out Date, during which Settlement Class Members may submit a timely Request for Exclusion.

35. "Parties" means Class Representatives/Plaintiffs, GoodRx, and Criteo, collectively, and "Party" applies to each individually.

36. "Person" or "Persons" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives agents, attorneys, or assignees.

37. "Pixel" means a piece of code placed on a website that is hidden from sight and can track and send personal data. The term Pixel as used herein refers to pixels provided by Meta, Google, Criteo, or a third party or vendor, and any corresponding analytics or advertising technologies that GoodRx utilized through the Effective Date of this Agreement.

38. "Plaintiffs' Counsel" means Class Counsel together with Robert C. Schubert, Willem F. Jonchkeer, and Amber L. Schubert of Schubert Jonckheer & Kolbe LLP; Mark L. Javitch of Javitch Law Office; Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C.; Israel David, and Blake Hunter Yagman of Israel David LLC; Rebecca M. Hobert of Moya Law Firm; and, Jonathan Shub, Benjamin F. Johns, and Samantha E. Holbrook of Shub & Johns, LLC.

39. "Preliminary Approval Order" means the Court order preliminarily approving this Agreement and the Settlement, substantially in the form attached as **Exhibit D** to this Settlement Agreement.

40. "Released Claims" means any and all manner of claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and matured or not matured that arise out of, or are based upon or connected to, or relate in any way to the Data Disclosure or Defendants' use of Pixels, SDKs, cookies, APIs, or any similar technologies, or that were or could have been asserted in the Litigation. Released Claims include the release of Unknown Claims. Released Claims do not include the right of any of the Releasing Parties or any of the Released Parties to enforce the terms of the Settlement contained in this Agreement.

41. "Released Parties" means jointly and severally, individually and collectively, Defendants GoodRx and Criteo, their predecessors; successors; assigns; insurers; and any and all past, present, and future parents, owners, subsidiaries, divisions, departments, and affiliates, and all of their past, present, and future heirs, executors, devisees, administrators, officers, executives, directors, stockholders, partners, members, agents, attorneys, advisors, auditors, accountants, contractors, servants, employees, representatives, insurers, and assignees.

42. "Releasing Parties" means Plaintiffs and the Settlement Class Members who do not timely and validly opt out from the Settlement pursuant to Fed. R. Civ. P. 23(c) and in accordance with the procedure to be established by the Court, and each of their past, present, and future heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners,

successors, predecessors in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

43. "Remaining Defendants" means Meta Platforms, Inc. ("Meta") and Google LLC ("Google"), collectively.

44. "Request for Exclusion" means an individual Settlement Class Member's written and signed request to opt out of the Settlement Class.

45. "Settlement" means the settlement reflected by this Agreement.

46. "Settlement Administrator" means the class action settlement administrator to be retained by the Settlement Class, through Class Counsel, and approved by the Court, to carry out the Notice Program and administer the distribution process of the Net Settlement Fund.

47. "Settlement Amount" means a total of thirty-two million dollars and no cents ($32,000,000).

48. "Settlement Class" means all natural persons in the United States who used any website, app, or service made available by or through GoodRx at any time prior to April 20, 2024, the date on which the Plaintiffs and GoodRx reached an agreement in principle to settle. Excluded from the Settlement Class are (a) Defendants and their affiliates, parents, subsidiaries, officers, and directors; (b) the Opt-Outs; (c) Meta and Google; as well as (d) the judges presiding over this matter and the clerks of said judges.

49. "Settlement Class Members" means all Persons who are members of the Settlement Class.

50. "Settlement Fund" means the non-reversionary sum of the Settlement Amount, to be paid by Defendants as specified in this Agreement, plus any interest accrued, which shall be used as the only source of payment for all costs of the Settlement. Defendants' funding obligation under this Settlement Agreement shall under no circumstances exceed the amount of the Settlement Fund.

51. "Settlement Website" means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including the Complaint, Short-Form Notice, the Long-Form Notice, this Settlement Agreement, the Claim Form, and important dates and deadlines, among other things as agreed upon by the Parties and approved by the Court as required.

52. "Short-Form Notice" means the written notice substantially in the form attached as **Exhibit C** to this Settlement Agreement.

53. "Unknown Claims" means claims relating in any way to the subject matter of the Complaint that could have been raised in the Litigation and that any of the Releasing Parties do not know to exist or suspect to exist, which, if known by him, her or it, might affect his, her, or its agreement to release Defendants and all other Released Parties, or might affect his, her, or its decision to agree to, or object or not to object to the Settlement.

C. Certification of the Settlement Class

1. For settlement purposes only and within the context of the Settlement Agreement only, the Parties will jointly request that the Court certify the Settlement Class.

2. The Plaintiffs identified in the Complaint will move to be appointed Class Representatives, and Class Counsel will move to be appointed as counsel to the Settlement Class for settlement purposes only.

3. If this Settlement Agreement is terminated or disapproved in whole or in part, or if the Effective Date should not occur for any reason, then the Parties' request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding. In that event, Defendants reserve the right to assert any and all objections and defenses to certification of a class, and neither the Settlement Agreement nor any order or other action relating to the Settlement Agreement shall be offered by any Person as evidence in support of a motion to certify a class for a purpose other than settlement.

D. Settlement Fund

1. Settlement Amount. Defendants agree to make a payment of the Settlement Amount and deposit that payment into the Settlement Fund in accordance with the schedule described in Paragraph D.2 (titled "Payment Timing"), which shall be available to pay taxes and Notice and Settlement Administration Costs incurred prior to entry of the Final Approval Order and Final Judgment. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendants' liability under this Agreement shall not exceed the Settlement Amount, inclusive of Plaintiffs' Counsel's reasonable

attorneys' fees and Litigation Expenses. The Releasing Parties shall look solely to the Settlement Fund for settlement and satisfaction, as provided herein, of all Released Claims for which the Released Parties are released by the Releasing Parties pursuant to this Agreement.

2. Payment Timing. The Settlement Amount shall be paid in the following installments:

a. Within fourteen (14) days after the entry of the Preliminary Approval Order, Defendants GoodRx and Criteo will pre-fund the Settlement Fund in the amount of five hundred thousand dollars and no cents ($500,000), which shall be available to pay Settlement Fund account costs and Notice and Settlement Administration Costs incurred prior to entry of the Final Approval Order and Final Judgment. Such amount will be deducted from the Settlement Fund due after entry of the Final Approval Order in accordance with this Settlement Agreement.

b. An amount of thirty-one million five hundred thousand dollars and no cents ($31,500,000), shall be paid by Defendants GoodRx and Criteo to the Settlement Fund within fourteen (14) days after the entry of the Final Approval Order.

c. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator for the Settlement Fund within three days from the date that the Preliminary Approval Order is issued. If Defendants do not receive this information within three days following the issuance of the Preliminary Approval Order, the payments specified by this Paragraph shall be made within fourteen (14) days after Defendants receive this information.

3. Tax Benefits and Consequences. All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund and shall be timely paid from the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). Under no circumstances will Defendants have any liability for taxes or tax expenses under the Settlement Agreement.

4. Escrow Account. The Settlement Fund shall be deposited, in accordance with the schedule described in Paragraph D.2 (titled "Payment Timing"), in an appropriate qualified settlement fund established and maintained by the Settlement Administrator but shall remain subject to the jurisdiction of

the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated, or cancelled.

a. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation§ 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund and accounts that are either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC"), or (b) secured by instruments backed by the full faith and credit of the United States Government at a financial institution determined by Class Counsel and consented to by Defendants. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

5. Amounts Paid Not a Penalty. It is understood and agreed that no consideration or amount or sum paid, credited, offered, or expended by Defendants in performance of this Agreement constitutes a penalty, fine, punitive damages, or other form of assessment for any alleged claim or offense.

6. Non-Reversionary. This Settlement is non-reversionary. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section M of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Defendants.

7. Limitation of Liability.

a. Defendants and their counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (v) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Defendants also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

E. Release, Discharge, and Covenant Not to Sue

1. Release of Released Claims. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, the Class Representatives expressly shall have, and by operation of the Final Judgment, the Releasing Parties shall have, fully, finally, and forever completely released, relinquished, and discharged the Released Parties from any and all Released Claims (the "Release"). The Releasing Parties 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 Released Claims, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the Release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Agreement, the Parties assume the risk of any mistake of fact or law and the Release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

a. The Release shall be included as part of the Final Approval Order and Final Judgment so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

b. The Release shall constitute and may be pled as a complete defense to any proceeding filed by any Releasing Party arising from, relating to, or filed in connection with the Released Claims as to any of the Released Parties.

c. Subject to Court approval, as of the Effective Date, Plaintiffs and all Releasing Parties shall be bound by this Settlement Agreement and the Release, and all of the Released Claims, including Unknown Claims, shall be dismissed with prejudice and released as to the Released Parties.

d. Without in any way limiting the scope of the Release, and except as otherwise provided in this Settlement Agreement, the Release covers, now and forever any and all claims for attorneys' fees, costs or disbursements incurred by Plaintiffs' Counsel or any other counsel representing Plaintiffs or Releasing Parties, or any of them, in connection with or related in any manner to the Litigation, GoodRx's use of third-party or vendor technology as alleged in the Litigation, any claims that arise out of, or are based upon or connected to, or relate in any way to the Data Disclosure, GoodRx's use of Pixels, SDKs, cookies, APIs, or any similar technologies, or Criteo's alleged interception and use of certain customer data received from GoodRx, or claims that were or could have been asserted in the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims. Class Counsel represent and warrant that they have no attorneys' liens with any Class Representative and/or Settlement Class Member.

e. The Releasing Parties expressly waive and relinquish any and all rights, benefits, and protections afforded by any state or federal statute or common law principle limiting the scope of a general release or limiting the release of claims which the Releasing Parties do not know, anticipate, or suspect to exist in their favor, including California Civil Code Section 1542, and do so understanding and acknowledging the significance of such specific waiver of Section 1542 and any other such applicable statute or common law principle. Section 1542 states as follows:

> "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."

Thus, notwithstanding the provisions of Section 1542 or any other such applicable statute or common law principle, and for the purposes of implementing a full and complete release and discharge with respect to those matters that are the subject of the Release given in this Settlement Agreement, the Parties expressly acknowledge that the Release is intended to include in its effect claims or facts within the scope of the Release given in this Settlement Agreement that the Releasing Parties do not know or suspect to exist in their favor at the time of execution hereof.

2. Covenant Not to Sue. The Releasing Parties covenant not to sue or otherwise seek to establish liability against the Released Parties for any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type arising out of or relating to the Released Claims, including, without limitation, seeking to recover damages relating to any of the Released Claims. This Paragraph shall not apply to any action to enforce this Settlement Agreement.

3. Attorney Liens. Class Counsel, Plaintiffs and Settlement Class Members represent and warrant that they are not aware of any attorney liens being issued with respect to the subject matter of this litigation, and they hereby indemnify Defendants in the event a valid attorney lien is in effect that was provided to them or that they were or should have been aware of.

F. Cooperation

1. Discovery.

a. Class Representatives and Class Counsel agree to use any and all of the discovery received from Defendants only for the purpose of this Litigation. For the avoidance of doubt, Class Representative and Class Counsel may retain copies of such discovery received from Defendants for purposes of pursuing the Litigation against Remaining Defendants. Upon dismissal of all claims against all Remaining Defendants, Plaintiffs will return or destroy all discovery received from Defendants, and Plaintiffs agree that Defendants shall have no further obligations to produce documents to Plaintiffs for use in this action or any other action.

b. Defendants shall provide reasonable cooperation in the Litigation, as described in this Section. All cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided and with a view towards minimizing unnecessary burdens and costs to Defendants in

connection with collecting, reviewing, and producing data that have not already been collected during the Litigation, related settlements and/or investigations by regulatory agencies.

c. Notwithstanding any other provision in this Agreement, Defendants shall have no obligation to produce any document or provide any information that is privileged under the attorney-client privilege, work-product doctrine, joint-defense privilege, common-interest doctrine, and/or other applicable privilege or immunity from disclosure. None of the cooperation provisions set forth herein are intended to, nor do they, waive any such privileges or immunities. Defendants agree that Defendants' Counsel will meet and confer with Class Counsel as is reasonably necessary to discuss any applicable privilege.

d. Subject to the restrictions set forth in this Section, Defendants will provide cooperation to Class Representatives by producing to Class Counsel the following categories of documents in an equivalent format to that in which they were produced to government regulators, including any metadata included in such production, or, with respect to any documents not previously produced to government regulators, in a format to be agreed, to the extent that such documents are reasonably available and accessible to Defendants and have not already been produced to Class Representatives in the Litigation. Unless otherwise agreed to as part of the discovery in the Litigation, the time period of the documents and data subject to production shall be between January 2017 and April 2024.

i. To the extent not already produced to Class Representatives in the Litigation, all underlying documents and data produced by Defendants to any regulatory agency in connection with such regulatory agency's investigation of conduct related to the Data Disclosure or GoodRx's use of Pixels, SDKs, cookies, APIs, or similar technologies that were used in the asserted litigation.

ii. Any Data or information shared with Remaining Defendants that relates to or is the subject of the Data Disclosure.

iii. Non-privileged declarations or affidavits of Defendants' former and/or current directors, officers or employees concerning the allegations set forth in the Litigation

to the extent such documents exist, are reasonably accessible to Defendants, and may be disclosed under applicable confidentiality or regulatory restrictions.

iv. As to Criteo, Class Representatives and Criteo agree to meet and confer to discuss the availability of customer data, including information that may be used for settlement notice purposes.

e. Defendants will cooperate to provide reasonable access to a corporate representative(s) to provide testimony pursuant to Federal Rule of Civil Procedure 30(b)(6) regarding topics relating to the subject matter of this Litigation to be mutually agreed upon by the Parties. Defendants will work in good faith with Class Representatives to designate such witness(es).

f. Defendants will also cooperate to provide written authentication for purposes of laying a foundation for the admission of documents as evidence in the Litigation, to the extent reasonably necessary. Plaintiffs reserve their right to subpoena any witness to proffer testimony or other materials concerning facts regarding conduct concerning this Litigation known to Defendants. Defendants agree to consider such requests in good faith but reserves the right to challenge any subpoena.

g. Defendants' obligations to cooperate are continuing until and shall terminate upon the date when final judgment in the Litigation has been rendered. Notwithstanding any other provision, any dispute as to Defendants' cooperation obligations will be resolved exclusively by, first, discussion among counsel for the Parties and, failing that, resolution by the Honorable Wayne Andersen (ret.). or, if unavailable, by another mediator at JAMS, Inc. (formerly known as Judicial Arbitration and Mediation Services ("JAMS")) as selected and agreed upon by the Parties. If the Parties are unable to agree within fifteen (15) calendar days, JAMS shall appoint the mediator. Class Counsel and Defendants' Counsel will present the issue to the Honorable Wayne Andersen (ret.) or the other selected mediator through a joint brief no longer than six (6) pages, with three (3) pages for each side as soon as practicable. If the dispute cannot be resolved on the papers, the Parties will jointly participate in a conference with the mediator to resolve the dispute.

2. Withdrawal of Motions. Plaintiffs shall withdraw any motions, pleadings, or other filings in which Plaintiffs seek any relief in the matter captioned *Hodges et al. v. GoodRxHoldings, Inc.,* No 1:23-

cv-24127 (S.D. Fla.) ("*Hodges*"), including Plaintiffs' Motion to Intervene, Motion to Transfer, and Motion to Reconsider/Opposition to Preliminary Approval (ECF No. 9), pending in the United States District Court for the Southern District of Florida.

3. Sanctions. Plaintiffs shall not seek any sanctions against Defendants in connection with any show-cause order issued by the Court in this Litigation (ECF No. 152) or in *Hodges* (ECF No. 10).

G. Settlement Approval Process

1. Reasonable Best Efforts. Class Counsel and Defendants' Counsel shall use their reasonable best efforts to effectuate this Agreement and the terms of the proposed Settlement set forth herein, including but not limited to cooperating in seeking the Court's approval for the establishment of procedures to secure the Final Approval Order and Final Judgement.

2. Cooperation. The Parties further agree to defend this Agreement against objections made to the Settlement or the Final Approval Order and Final Judgment at the Final Approval Hearing or in any appeal of the Final Approval Order and Final Judgment or in any collateral attack on this Agreement or the Final Approval Order and Final Judgment.

3. Preliminary Approval. Class Counsel shall prepare and file papers in support of a motion for Preliminary Approval. The Parties shall work together in good faith and take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class for settlement purposes.

4. Final Approval Hearing.

a. If the Court preliminarily approves this Agreement, Plaintiffs shall request entry of a Final Approval Order and Final Judgment that find the Settlement Agreement comports with Rule 23 of the Federal Rules of Civil Procedure, the laws of the State of California, the United States Constitution, and any other applicable law. Plaintiffs shall file the motion for Final Approval no later than 35 days before the Objection Deadline.

b. Any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, by the Objection Deadline, either mail, hand deliver to the Court, or electronically file with the Court a notice of appearance in the Litigation, and take all other actions or

make any additional submissions as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the Court.

5. Finality of Settlement. If and when the Final Approval Order and Final Judgment become Final, Defendants shall be dismissed from the Litigation with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

6. No Admission.

a. Nothing in this Settlement Agreement constitutes an admission by Defendants as to the merits of the allegations made in the Litigation, or an admission by Plaintiffs or the Settlement Class of the validity of any defenses that have been or could be asserted by Defendants, or an admission by Defendants as to the suitability for class treatment of some or all claims asserted in the Litigation.

b. This Settlement Agreement, and any of its terms, and any agreement or order relating thereto shall not be deemed to be or offered by any of the Parties or any Settlement Class Member to be received in any civil, criminal, administrative, or other proceeding, or utilized in any manner whatsoever as a presumption, a concession, or an admission of any fault, wrongdoing, or liability whatsoever on the part of Defendants or other Released Parties; provided, however, that nothing contained in this provision shall prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement Agreement or the Final Approval Order and Final Judgment, or to support the reasonableness, fairness, or good faith of any Party participating in the Settlement Agreement (or any agreement or order relating thereto) in any proceeding in which the reasonableness, fairness, or good faith of any Party participating in the Settlement Agreement (or any agreement or order relating thereto) is in issue. This Settlement Agreement may, however, be filed and used in other proceedings, where relevant, to demonstrate the fact of its existence, including but not limited to Defendants filing the Settlement Agreement and/or the Final Approval Order and Final Judgment in any other action that has been or may be brought against it to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, waiver,

judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

H. Settlement Administration

1. Settlement Administration Costs. All agreed-upon and reasonable Federal Rule of Civil Procedure 23 Notice and Settlement Administration Costs will be paid from the Settlement Fund. Class Counsel agrees (i) to retain a competitive Settlement Administrator, (ii) to utilize reasonable and appropriate forms of notice, which may include email notice, digital advertising, and banner advertisements, among other means, to provide effective notice to the Settlement Class Members while efficiently managing related administration costs. In no event, however, shall Defendants have any responsibility for Notice and Settlement Administration Costs other than as specified herein.

2. Settlement Administrator's Effectuation of Notice Program. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by both Class Counsel and Defendants' Counsel. The Parties shall reasonably cooperate with such requests.

3. Claim Submission. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online via the Settlement Website by the Claim Deadline or by U.S. mail (or similar delivery service) postmarked no later than the Claim Deadline.

4. Settlement Administrator Review. The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness, and completeness. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty (20) days from the date of the written notice to cure the deficiencies. If the defect is not cured within the 20-day period, then the Claim will be deemed invalid.

* * *

5. Distribution.

a. No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by the Settlement Agreement, or (ii) as may be approved by the Court. Class Counsel with notice to Defendants' Counsel may authorize the periodic payment of taxes, Settlement Fund account costs and actual reasonable Notice and Settlement Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with notice of any withdrawal or payment other than taxes, Settlement Fund account costs, and Notice and Administration Costs to be made from the Settlement Fund before the Effective Date at least two (2) business days prior to making such withdrawal or payment.

b. The Settlement Fund shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Settlement Administration Costs incurred pursuant to this Settlement Agreement and/or approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Settlement Fund account costs to hold and invest the Settlement Fund, (iv) any Attorneys' Fees and Expenses Award as approved by the Court, (v) service awards to Class Representatives, (vi) any other costs or awards approved by the Court, and (vii) payments to Authorized Claimants. The Settlement Administrator will maintain control over the Settlement Fund and shall be responsible for all disbursements.

6. Integrity of Claims.

a. The Settlement Administrator shall have the right to audit Claim Forms for validity and fraud. If at any time during the Claims process, the Settlement Administrator has a reasonable suspicion of fraud, the Settlement Administrator shall immediately notify Class Counsel of that fact and the basis for its suspicion. The Settlement Administration and Class Counsel shall endeavor to reach an agreed-upon solution to any suspected fraud and, if necessary and agreed upon by Class Counsel and the Settlement Administrator, Class Counsel and/or the Settlement Administrator will promptly seek assistance from the Court.

7. Distribution Process.

a. Subject to the terms and conditions of this Settlement Agreement, within forty-five (45) days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment,

via check or an electronic payment platform (a "Claim Payment"), to each Authorized Claimant for their *pro rata* share of the Net Settlement Fund, in accordance with the following distribution procedures:

i. The Settlement Administrator shall utilize the Net Settlement Fund to make all Claim Payments.

ii. The amount of each Claim Payment shall be calculated by dividing the Net Settlement Fund by the number of valid Claims.

b. Each Claim Payment made by check shall be mailed to the address provided by the Authorized Claimant on his or her Claim Form. All Claim Payments issued under this Section shall be void if not negotiated within sixty (60) days of their date of issue and shall contain a legend to that effect. Claim Payments issued pursuant to this Section that are not negotiated within sixty (60) days of their date of issue shall not be reissued, except if within the same sixty (60) day period, the Authorized Claimant requests a reissued check. If the check is reissued, the provision of the next Paragraph shall apply.

c. For any Claim Payment checks returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Claim Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. If the Settlement Administrator finds a valid address and resends the Claim Payment, if the reissued check is not negotiated with sixty (60) days of the issuance date, the check shall become void. The Settlement Administrator shall make only one attempt to resend a Claim Payment.

d. Authorized Claimants will be informed that, if they do not cash their Claim Payment check within the timing above, their checks will lapse, and their entitlement to recovery will be irrevocably forfeited.

e. Each Claim Payment requested via an electronic payment platform will be processed according to the Authorized Claimants' electronic payment platform election. If the Authorized Claimant fails to provide sufficient information to successfully transmit the Claim Payment via the selected electronic payment platform, a check will be sent to the Authorized Claimant. Once the

Settlement Administrator transmits the Claim Payment via the requested electronic payment platform, no reissuance of the Claim Payment may be requested.

f. Thereafter, any balance which remains in the Net Settlement Fund from uncashed checks, after accounting for and paying any additional taxes or Notice and Administration Costs that may have been incurred, will be reallocated *pro rata* among Authorized Claimants that cashed their check and those that elected payment via an electronic payment, so long as the relocated *pro rata* share to each eligible Authorized Claimant is at least $5.00.

g. To the extent any money remains in the Net Settlement Fund more than one hundred eighty (180) days after the distribution of Claim Payments to the Authorized Claimants, the distribution of the remaining Net Settlement Fund shall be made to the Center for Internet and Society at Stanford Law School.

I. Class Notice

1. Notice Program. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

a. Direct notice shall be provided via email to all Settlement Class Members for whom the Settlement Administrator has a valid email address.

b. Within fourteen (14) days of the entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the email addresses, known to Defendants for the Settlement Class Members.

c. No later than the Notice Date, the Settlement Administrator shall send the Short-Form Notice and the Claim Form to all Settlement Class Members for whom contact information is available via email. The Short-Form Notice will be substantially in the form of Exhibit C, and will also contain a link to the Settlement Website, which shall display the Long-Form Notice. If available, the Settlement Administrator may attempt to directly notify such Settlement Class Member through email, U.S. Mail, and targeted online notification options, among other options.

d. No later than the Notice Date, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, Long-Form Notice, Claim

Form, this Settlement Agreement, and other relevant Settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties. A link to the Settlement Website shall be included in the Short-Form Notice.

e. The Settlement Website shall be maintained from the Notice Date until one hundred eighty (180) days after the Effective Date or when the Net Settlement Fund has been fully distributed, whichever is later.

f. The Notice Program shall be subject to approval by the Court as meeting the requirements of Rule 23(c) of the Federal Rules of Civil Procedure and all applicable requirements of due process under the U.S. Constitution.

g. The Long-Form Notice and Short-Form Notice approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

h. If, after entry of the Preliminary Approval Order, either party believes that supplemental notice in a form other than email notice is warranted, the Parties shall work together, with the Settlement Administrator, in good faith to evaluate potential notice forms and while taking all reasonable actions as may be necessary.

i. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court an appropriate affidavit or declaration concerning compliance with the Court-approved Notice Program.

j. The Notice Program shall commence no later than the Notice Date and shall be completed within thirty (30) days of the Notice Date, except as otherwise specifically provided above.

2. CAFA Notice. In compliance with its obligations under CAFA, 28 U.S.C. § 1715(b), Defendants will provide notice to the appropriate state and federal officials. Defendants shall cause to be filed with the Court proof of service of the required CAFA notices. Defendants shall bear the costs of providing CAFA notice separate and apart from its payment of the Settlement Amount.

J. Objections to Settlement

1. Any Settlement Class Member who has not excluded themselves and wishes to object to the proposed Settlement Agreement must file with the Court a written objection to the Settlement ("Objection") at the addresses set forth in the Long-Form Notice.

2. Each Objection must include: (i) the case name and number of the Litigation (*Jane Doe et al. v. GoodRx Holdings, Inc., et al.*, Case No 3:23-cv-00501 (N.D. Cal.)); (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's original signature; (iv) contain proof or an attestation that the Settlement Class Member is a member of the Settlement Class; (v) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (vi) set forth a statement of the legal and factual basis for the objection; (vii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (viii) identify all counsel representing the Settlement Class Member, if any; (ix) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, if any, along with documentation setting forth such representation; and (x) contain a list, including case name, court, and docket number, of all other cases in which the objecting Settlement Class Member and/or the objecting Settlement Class Member's counsel has filed an objection to any proposed class action settlement in the past three (3) years.

3. Objections must be filed with the Court no later than sixty (60) days after the Notice Date (the "Objection Deadline"). The Objection Deadline shall be included in the Short-Form and Long-Form Notices.

4. Class Counsel and Defendants' Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

5. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court by the Objection Deadline.

6. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify: (i) the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing by including counsel's name, address, phone number, email address, the state bar(s) to which counsel is admitted, as well as associated state bar numbers; (ii) any witnesses he or she may seek to call to testify (including the Settlement Class Members) at the Final Approval Hearing and the nature of the witness's expected testimony; and (iii) all exhibits he or she intends to seek to introduce into evidence.

7. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section J.

K. Opting Out of the Settlement Class

1. Opt-Out Procedure. Subject to Court approval, each Person wishing to opt out of the Settlement Class shall have the right to exclude themselves from the Settlement Class pursuant only to the procedure set forth in this Agreement and the applicable Class Notice. Each Person wishing to opt out of the Settlement Class shall timely submit a Request for Exclusion to the designated Post Office box established by the Settlement Administrator. The Request for Exclusion must clearly identify the individual Person wishing to opt out of the Settlement Class and must manifest the Person's intent to opt out of the Settlement Class in the Litigation. To be effective, the Request for Exclusion must be postmarked no later than the Opt-Out Date. Each Request for Exclusion must be submitted individually. Requests for Exclusion on behalf of groups, including "mass" or "class" opt-outs, will not be permitted.

2. Failure to Properly Exclude. Subject to Court approval, a Request for Exclusion that does not comply with all of the provisions set forth in the applicable Class Notice will be invalid, and the Person

serving such an invalid request shall be remain a Settlement Class Member and shall be bound by the Agreement upon entry of the Final Judgment.

3. Identification of Opt-Outs. Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusion. Class Counsel shall identify the Opt-Outs to the Court (if any), no later than ten (10) days before the Final Approval Hearing.

4. Opt-Outs. Opt-Outs shall not be permitted to file an Objection with the Court or receive any benefits of or be bound by the terms of this Settlement Agreement. Defendants reserve their legal rights and defenses relating to any Opt-Outs including, but not limited to, any defenses relating to whether any Opt-Out is a Settlement Class Member or has standing to bring a claim against Defendants. All Persons falling within the definition of the Settlement Class who do not opt out of the Settlement Class in the manner set forth in Paragraph K.1 shall be bound by the terms of this Settlement Agreement and judgment entered thereon.

L. Attorneys' Fees, Costs, and Expenses

1. Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed 33.33% of the Settlement Fund ($10,666,666.67) plus reasonable Litigation Expenses. The Attorneys' Fees and Expenses Award shall be paid within twenty-one (21) days after entry of the Final Approval Order and an order awarding such attorneys' fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the awarded fees and expenses, the Settlement, or any part thereof. Payment of the Attorneys' Fees and Expenses Award shall be made via wire transfer to an account or accounts designated by Class Counsel after providing necessary information for electronic transfer. The Attorneys' Fees and Expenses Award paid to Plaintiffs' Counsel will be subject to potential repayment pursuant to the terms set forth below. For the avoidance of doubt, the Attorneys' Fees and Expenses Award shall be paid from the Settlement Fund.

2. Each Class Counsel or Plaintiffs' Counsel receiving any portion of the Attorneys' Fees and Expenses Award, as a condition of receiving such payment, agrees on behalf of itself and each equity partner and/or shareholder of it that the law firm and its equity partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this Section. Class Counsel executing this Settlement stipulate, warrant, and represent that they have actual authority to enter into the obligations set forth in this Section on behalf of each of their firms, and the shareholders, members, and/or partners of that law firm respectively. In the event that the Effective Date does not occur, or the Final Approval Order or the order granting an Attorneys' Fees and Expenses Award is reversed or modified by a final non-appealable order, or this Settlement Agreement is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes final and not subject to review, and in the event that the Attorneys' Fees and Expenses Award has been paid to any extent, then Plaintiffs' Counsel shall, within ten (10) business days from receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such portion of the Attorneys' Fees and Expenses Award previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund, consistent with such reversal or modification. If the Attorneys' Fees and Expenses Award is reduced on appeal, but all other terms of the Settlement Agreement remain in full effect, Plaintiffs' Counsel shall repay the portion by which the Attorneys' Fees and Expenses Award is reduced and interest earned thereon at the same rate as earned on the Settlement Fund. This partial repayment of the Attorneys' Fees and Expenses Award shall be applied to the Settlement Fund and distributed in accordance with the terms of the Settlement Agreement. If Plaintiffs' Counsel fails to repay any portion of the Attorneys' Fees and Expenses Award as required by this Section, the Court shall, upon application by Defendants and notice to Plaintiffs' Counsel, issue such orders as appropriate to compel compliance by Plaintiffs' Counsel and their law firm, and shall award reasonable attorneys' fees and expenses incurred by Defendants in connection with the enforcement of this Section. Neither the death, incapacitation, personal bankruptcy, or disbarment of any of Plaintiffs' Counsel nor the dissolution, winding up, bankruptcy, merger, acquisition, or other change in the composition or solvency of their law

firm shall in any way affect the obligations of Plaintiffs' Counsel in this Paragraph. All obligations set forth in this Paragraph shall expire upon the Effective Date.

3. Class Counsel will file applications with the Court for the requested Attorneys' Fees and Expenses Award no later than thirty-five (35) days prior to the Objection Deadline. Without the Parties having discussed the issue of attorneys 'fees at any point in their negotiations, and with no consideration given or received, Class Counsel has elected to limit its petition for attorneys 'fees to no more than 33.33% of the Settlement Fund ($10,666,666.7), plus reimbursement of expenses. Payment of the Attorneys' Fees and Expenses Award shall be made from the Settlement Fund and should Class Counsel seek or be awarded a lesser amount, the difference in the amount sought and/or the amount ultimately awarded to Plaintiffs' Counsel shall remain in the Settlement Fund for distribution to eligible Settlement Class Members. Defendants are not responsible for Plaintiffs' Counsel's allocation of the Attorneys' Fees and Expenses Award amongst themselves.

4. The Parties agree that the Court's approval or denial of any request for Attorneys' Fees and Expenses Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from the final approval, reasonableness, and adequacy of the settlement. Any reduction to the Attorneys' Fees and Expenses Award shall not operate to terminate or cancel this Settlement Agreement.

M. Termination

1. Rejection or Alteration of Settlement Terms. Each Party shall have the right to terminate this Settlement Agreement if:

a. The Court denies preliminary approval of this Settlement Agreement;

b. The Court denies final approval of this Settlement Agreement;

c. The Court does not certify the Settlement Class in accordance with the specific Settlement Class definition in this Agreement;

d. The Court does not enter the Final Approval Order and Final Judgment;

e. The Final Approval Order and Final Judgment do not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or

f. In addition to the grounds set forth above, if Settlement Class Members properly and timely submit Requests for Exclusion from the Settlement Class as set forth in Section K, thereby becoming Opt-Outs, and are in a number more than indicated in a separate agreement reached by the Parties that the Parties will seek leave to file under seal, then Defendants shall have the sole option to withdraw from and terminate this Settlement Agreement.

2. Notice of Termination. If a Party elects to terminate this Settlement Agreement under this Section M, that Party must provide written notice to the other Party's counsel by hand delivery, mail, or email within seven (7) days of the occurrence of the condition permitting termination. In the event the occurrence permitting termination is the circumstances addressed in Paragraph M.1.f, Class Counsel shall have forty-five (45) days or such longer period as agreed to by the Parties to address the number of Settlement Class Members who have excluded themselves from the Settlement Class in an effort to reduce that number below the number specified in Paragraph M.1.f.

3. Termination of Settlement.

a. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order and Final Judgment (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective statuses in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided or agreed, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, communications, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class composition or class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

b. If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, Defendants shall retain all of its rights and defenses in the Litigation, including but not limited to the right to argue that some or all of the claims asserted are not suitable for class certification or are subject to arbitration. For example, Defendants shall have the right to move to dismiss again, to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial. Nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or subject to litigation in federal court, or for any other purpose.

c. In the event that this Agreement does not become Final, or this Agreement otherwise is rescinded or terminated, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund (other than Notice and Settlement Administration Costs reasonably and actually incurred), along with any income accrued thereon, shall be returned in full to Defendants. Such payments will be made within ten (10) business days of rescission, termination, or the Court's final determination denying final approval of the Agreement and/or any of the Settlement Classes, whichever occurs first. The Parties expressly reserve all of their rights if this Agreement is rescinded or does not become final.

N. Effective Date

1. Effective Date. The "Effective Date" of this Settlement Agreement shall be the first day after the date when all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Parties and their counsel;

b. Plaintiffs have withdrawn any motions, pleadings, or other filings in which Plaintiffs seek any relief in the matter captioned *Hodges et al. v. GoodRxHoldings, Inc.,* No 1:23-cv-24127 (S.D. Fla.), including Plaintiffs' Motion to Intervene, Motion to Transfer, and Motion to Reconsider/Opposition to Preliminary Approval (ECF No. 9), pending in the United States District Court for the Southern District of Florida, and orders have been entered by the *Hodges* court approving or granting any such withdrawals;

c. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;

d. The Settlement Amount has been paid to the Settlement Fund;

e. The Court-approved Short-Form Notice has been sent and included in the Email Notice; other notice required by the Notice Program has been effectuated as ordered by the Court;

f. The Court has entered a Final Approval Order and Final Judgment finally approving this Settlement Agreement, as provided above; and

g. The Final Judgment becomes Final or if the Final Judgment is modified, the Parties agree to the modifications and withdraw any pending appeals, and such document is finally entered.

O. Miscellaneous

1. Recitals. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

2. Entire Agreement. This Settlement Agreement, along with the agreement referenced in Paragraph M.1.f, shall constitute the entire agreement between Plaintiffs and Defendants pertaining to the settlement of the Litigation against Defendants and supersedes any and all prior undertakings of the Plaintiffs and Defendants in connection therewith.

3. Inurement. The terms of the Settlement Agreement are and shall be binding upon and enforceable by, to the fullest extent possible, each of the Releasing Parties and the Released Parties, and upon all other Persons, including but not limited to any affiliates, parents, subsidiaries, predecessors, successors, or assignees, claiming any interest in the subject matter hereto through any of the Parties, Releasing Parties, or Released Parties, including any Settlement Class Members.

4. Modification. This Settlement Agreement may be modified or amended only by a writing executed by the Plaintiffs and Defendants, subject (if after preliminary or final approval) to approval by the Court. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

5. Choice of Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California without regard to its choice of law or conflict of laws provisions or principles.

6. Consent to Jurisdiction. The Parties and each Settlement Class Member irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose. If for any reason this Settlement Agreement is terminated, or fails to become effective, then, in such event, nothing in this Settlement Agreement or with regard to any conduct of Defendants or Defendants' Counsel pursuant to any obligation Defendants has pursuant to the Agreement shall constitute or are intended to be construed as any agreement to personal jurisdiction (general or specific) or subject matter jurisdiction so as to confer the jurisdiction of the District Court over Defendants, nor shall it constitute any waiver of any defenses based on personal or subject matter jurisdiction.

7. Notice. Any and all notices, requests, consents, directives, or communications by any Party intended for any other Party related to this Agreement shall be in writing and shall, unless expressly provided otherwise herein, be given by e-mail, to the following persons, and shall be addressed as follows:

All notices to Class Counsel or Plaintiffs shall be sent to:

Christian Levis
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
clevis@lowey.com

L. Timothy Fisher (SBN 191626)
BURSOR & FISHER, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
ltfisher@bursor.com

All notices to GoodRx's Counsel or GoodRx shall be sent to:

Martin L. Roth
Olivia Adendorff
Alyssa C. Kalisky
KIRKLAND & ELLIS LLP
martin.roth@kirkland.com
olivia.adendorff@kirkland.com
alyssa.kalisky@kirkland.com

All notices to Criteo's Counsel or Criteo shall be sent to:

Tenaya Rodewald
Thomas Dillickrath

SHEPPARD MULLIN RICHTER & HAMPTON, LLP
trodewald@sheppardmullin.com
tdillickrath@sheppardmullin.com

8. Construction. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

9. Headers. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

10. Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement. Electronic signatures, scanned signatures or signatures sent by email or facsimile shall be as effective as original signatures.

11. Attorneys' Fees. Defendants shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Agreement. Class Counsel agree to hold Defendants harmless from any claim regarding the division of any award of Attorneys' Fees and Expenses Award, and any claim that the term "Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any Attorneys' Fees and Expenses Award in this Litigation.

12. Press Releases. If any press release is to be issued by any Party, including their respective counsel, concerning the Settlement, the language of the release shall be consistent with the Short-Form Notice and the Long-Form Notice and agreed upon by the Parties prior to release. Otherwise, the Parties, and the Parties' counsel, shall not issue any press releases, respond to requests for comment, or make any postings or commentary on social media or any other platform or outlet about this Litigation or the Settlement. This provision shall not apply to any legally required disclosures, such as those required by securities laws.

13. Severability. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendants or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).

14. Authorization. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

Dated: November 19, 2025

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By: _____

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DATED: November 17, 2025

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DATED: November 12, 2025

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By:_____

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sholbrook@shublawyers.com

EXHIBIT A

CLAIM FORM

«FIRST NAME» «LAST NAME»
«STREET»
«CITY» «STATE» «ZIP»
Claimant Code: «Claimant Identification Code»
Confirmation Code: «Confirmation Code»

YOUR CLAIM FORM MUST BE SUBMITTED ON OR BEFORE <CLAIM DEADLINE>

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JANE DOE, et al., individually and on behalf of all others similarly situated, Plaintiffs, v. GOODRX HOLDINGS, INC., et al., Defendants.	Case No. 3:23-cv-00501-AMO

SETTLEMENT PAYMENT CLAIM FORM ("CLAIM FORM")

Prior to completing this form, it is important that you review the **Notice of Proposed Class Action Settlement, [Date], 202_ Final Approval Hearing Thereon and Settlement Class Members' Rights** and the **Amended Class Action Settlement Agreement and Release** between Plaintiffs and GoodRx Holdings, Inc. and Criteo Corp., which are available at the Settlement Website, www.goodrxprivacysettlement.com, for information on who is eligible for a Settlement payment.

Please submit a Claim Form **on the Settlement Website by 11:59 p.m. Eastern Time on [date] OR complete and mail this form to the Settlement Administrator postmarked no later than [date].** If you cannot submit the required information below or have questions, call or email the Settlement Administrator for further instructions. Each Settlement Class Member may file **one Claim Form only** for a *pro rata* cash payment from the Net Settlement Fund, regardless of the number of notices that they may receive.

I. CLAIMANT INFORMATION

Please provide all of the required information below. The Settlement Administrator will use this information to communicate with you about this Claim Form. If this information changes after you submit this form, please notify the Settlement Administrator in writing. If you are completing and signing this Claim Form on behalf of the Claimant, you must attach documentation showing you have the authority to act on behalf of the Claimant.

First Name **Last Name**

Street Address

City **State** **Zip Code**

Email Address **Phone Number**

SAVE TIME BY SUBMITTING YOUR CLAIM ONLINE AT WWW.GOODRXPRIVACYSETTLEMENT.COM

QUESTIONS? EMAIL _____@_____, OR CALL 1-XXX-XXX-XXXX.

«Claimant ID Code Barcode»

II. PAYMENT ELECTION

For my *pro rata* cash payment, I wish to receive my payment, if approved, by (select one):

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

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

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

Mobile Number: _____-_____-_____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address on page 1 of this form. Please make sure the information in the Claimant Information section is accurate.

III. ATTESTATION AND CERTIFICATION

☐ I attest that I resided in the United States and used any website, app, or service made available by or through GoodRx at any time prior to April 20, 2024.

I CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME IN CONNECTION WITH THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE.

_____	_____	_____
Signature of Claimant	Print Name of Claimant	Date (MM/DD/YY)

REMINDER: YOUR SETTLEMENT CLAIM FORM MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON [DATE] OR POSTMARKED AND MAILED NO LATER THAN [DATE] TO:

XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

SAVE TIME BY SUBMITTING YOUR CLAIM ONLINE AT WWW.GOODRXPRIVACYSETTLEMENT.COM

QUESTIONS? EMAIL _____@_____, OR CALL XXX-XXX-XXXX.

EXHIBIT B

LONG FORM NOTICE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JANE DOE, et al., individually and on behalf of all others similarly situated, Plaintiffs, v. GOODRX HOLDINGS, INC., et al., Defendants.	Case No. 3:23-cv-00501-AMO

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, [DATE], 202_ FINAL APPROVAL HEARING THEREON AND SETTLEMENT CLASS MEMBERS' RIGHTS

This Notice of Proposed Class Action Settlement, [Date], 202_ Final Approval Hearing Thereon and Settlement Class Members' Rights ("Notice") is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California (the "Court"). It is not an advertisement, or a solicitation from a lawyer. You have not been sued.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THE ABOVE-CAPTIONED CONSOLIDATED LITIGATION. THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS LITIGATION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE PROCEEDS OF THE SETTLEMENT. TO CLAIM YOUR SHARE OF THE SETTLEMENT, YOU MUST ELECTRONICALLY SUBMIT YOUR SETTLEMENT PAYMENT CLAIM FORM ("CLAIM FORM") ON OR BEFORE [DATE] OR MAIL YOUR CLAIM FORM TO THE ADDRESS IN QUESTION 11 POSTMARKED NO LATER THAN [DATE].

TO: ALL NATURAL PERSONS IN THE UNITED STATES WHO USED ANY WEBSITE, APP, OR SERVICE MADE AVAILABLE BY OR THROUGH GOODRX AT ANY TIME PRIOR TO APRIL 20, 2024.

The purpose of this Notice is to inform Settlement Class Members of a proposed settlement (the "Settlement") with GoodRx Holdings, Inc. ("GoodRx") and Criteo Corp. ("Criteo," and together with GoodRx, "Defendants"). Plaintiffs entered into the Amended Class Action Settlement Agreement and Release ("Settlement Agreement") with Defendants on [DATE].

This Notice is available because, as alleged by Plaintiffs, GoodRx disclosed certain Data to third-party advertising and social media companies, including Criteo, Meta Platforms, Inc. (f/k/a Facebook, Inc.) ("Meta") and Google LLC ("Google" and together with Meta, "Remaining Defendants") via the use of standard JavaScript pixels ("Pixels"), software development kits ("SDKs"), cookies, application programming interfaces ("APIs"), or any technologies used in relation to websites, applications, or services made available by or through Defendant GoodRx. Such Data included any data or information related to a Person's use of websites, applications, or services made available by or through GoodRx, including GoodRx's website and app, GoodRx Gold, HeyDoctor, and GoodRx Care, and including but not limited to data or information that is or could be used, whether on its own or in combination with other information, to identify, locate, recognize, reach, or contact a person or device.

Plaintiffs allege that this conduct violated their privacy rights along with various state privacy and consumer protections laws. Plaintiffs assert claims against GoodRx, Criteo and Remaining Defendants for intrusion upon seclusion, unjust enrichment, violation of the California Confidentiality of Medical Information Act ("CMIA"), violation of the California Invasion of Privacy Act ("CIPA"), violation of the California Consumers Legal Remedies Act ("CLRA"), violation of California's Unfair Competition Law ("UCL"), violation of New York's General Business Law ("GBL"), violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, negligence, and negligence *per se* and seek compensation for GoodRx users whose information was disclosed to Criteo and Remaining Defendants without their consent. Plaintiffs also allege Criteo and Remaining Defendants used this information for their own purposes. GoodRx and Criteo deny they violated any law and dispute Plaintiffs' allegations, but have agreed to the Settlement to avoid the expenses and uncertainties associated with continuing this case.

Under the Settlement, GoodRx and Criteo have agreed to pay a sum of thirty-two million U.S. Dollars ($32,000,000) (the "Settlement Amount") into a Settlement Fund that will be used to compensate eligible Settlement Class Members that file valid and timely Claim Forms. The Settlement Fund will also be used to pay for the Notice and Settlement Administration Costs, service awards for Class Representatives, and Class Counsel's attorneys' fees and expenses.

Please do not contact the Court regarding this Notice. Inquiries concerning this Notice, the Claim Form, or any other questions by Settlement Class Members should be directed to:

GoodRx Data Disclosure Settlement
c/o [Settlement Administrator]
P.O. Box XXXXXX
[City, State ZIP Code]
Tel: XXXX
Email: XXXXX

Website: www.goodrxprivacysettlement.com

The following table contains a summary of your rights and options regarding the Settlement. More detailed information about your rights and options can be found in the Settlement Agreement, which is available at www.goodrxprivacysettlement.com (the "Settlement Website").

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	**Get no payment from the Settlement.** If you do nothing in connection with this Settlement, you will receive no payment from the Settlement and you will be bound by past and any future Court rulings, including rulings on the Settlement, if approved, and the Settlement release. *See* Question 16.
FILE A CLAIM FORM	**The only way to receive your share of the Settlement Fund is to complete and file a timely and valid Claim Form electronically by no later than [DATE], or to mail your Claim Form postmarked no later than [date].** *See* Question 11.
EXCLUDE YOURSELF FROM THE SETTLEMENT	**Get no payment from the Settlement.** If you wish to exclude yourself from the Settlement, you must submit a written request by U.S. Mail or other delivery service postmarked no later than **[DATE]**. If you exclude yourself, you will not be bound by the Settlement, if approved, or the Settlement release, and you will not be eligible for any payment from the Settlement. *See* Questions 17 – 21.
OBJECT TO THE SETTLEMENT	**Following the instructions in Questions 22 and 23, write to the Court about why you like or do not like the Settlement by no later than [DATE].** If you wish to object to the Settlement, you must file a written objection with the Court and serve copies on Class Counsel, GoodRx's counsel, and Criteo's counsel by this date. You must be and remain a Settlement Class Member to object. *See* Questions 22 and 23.

GO TO THE FINAL APPROVAL HEARING	**You may ask the Court for permission to speak about the Settlement** at the Final Approval Hearing by including such a request in your written objection, which you must file with the Court and serve on Class Counsel, GoodRx's counsel, and Criteo's counsel by **[DATE]**. The Final Approval Hearing is scheduled for **[DATE]**. *See* Questions 26 - 28.
APPEAR THROUGH AN ATTORNEY	**You may enter an appearance through your own counsel at your own expense.** *See* Question 28.

These rights and options, and the deadlines to exercise them, are explained in this Notice. The capitalized terms used in this Notice are explained or defined below or in the Settlement Agreement, which is available on the Settlement Website, www.goodrxprivacysettlement.com.

The Court has appointed the lawyers listed below ("Class Counsel") to represent you and the Settlement Class in this Litigation:

Christian Levis
Amanda Fiorilla
Rachel Kesten
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601

L. Timothy Fisher
Jenna L. Gavenman
BURSOR & FISHER, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596

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BASIC INFORMATION

1. What Is A Class Action Lawsuit?

A class action is a lawsuit in which one or more representative plaintiffs (in this case, Plaintiffs) bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, a class) who have similar claims against the defendants. The representative plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for payment of attorneys' fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are paid directly by the defendants, from the court-awarded judgment amount, or, as in this case, from the settlement fund, and such payment must be approved by the court. If there is no recovery on behalf of the class, the attorneys do not get paid.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in this Settlement with GoodRx and Criteo, the court will require that the members of the class be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Final Approval Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why Was There A Notice?

Potential Settlement Class Members have a right to know about the proposed Settlement with GoodRx and Criteo before the Court decides whether to approve the Settlement.

This Notice explains the cases in the consolidated litigation,[1] *Doe v. GoodRx Holdings, Inc. et al*, No. 3:23-cv-00501-AMO, pending in the U.S. District Court for the Northern District of California (the "Litigation"), the Settlement, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Final Approval Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, and to consider requests for awards of attorneys' fees and litigation expenses, and any service awards for Plaintiffs.

3. What Are The Definitions Used In This Notice?

This Notice incorporates by reference the definitions in the Amended Class Action Settlement Agreement and Release with GoodRx and Criteo (the "Settlement Agreement").

The Settlement Agreement and the Court's Preliminary Approval Order are posted on the Settlement Website. All capitalized terms used in this Notice, but not otherwise defined, shall have the same meanings as in the Settlement Agreement and the Court's Preliminary Approval Order.

4. What Is This Litigation About?

GoodRx is a combination telehealth and prescription coupon company that provides millions of people with telehealth services, coupons for prescription medication, and other health-related services each month. When people use GoodRx's services, GoodRx collects their personal and health information, including information about their prescription medications and health conditions, email addresses, and phone numbers. Plaintiffs allege that between at least 2017 and 2020, GoodRx disclosed this sensitive personal health information to advertising and analytics companies, including Criteo and Remaining Defendants, through GoodRx's incorporation of Criteo and Remaining Defendants' technologies on the GoodRx platform. Plaintiffs also allege that Criteo and Remaining Defendants used this information for their own purposes.

---

[1] This Action was consolidated with *Doe v. GoodRx Holdings, Inc. et al*, No. 3:23-cv-00744-VC (N.D. Cal.), *Marquez v. GoodRx Holdings, Inc. et al*, No. 3:23-cv-00940-VC (N.D. Cal.), *Wilson v. GoodRx Holdings, Inc. et al*, No. 3:23-cv-01293-VC (N.D. Cal.), and *E.C. v. GoodRx Holdings, Inc. et al*, No. 3:23-cv-01508-VC (N.D. Cal.) on May 3, 2023. *See* ECF No. 85.

Plaintiffs brought this Litigation against GoodRx, Criteo, and Remaining Defendants on behalf of themselves and the Class alleging that this conduct violated Class Members' privacy rights along with various state privacy and consumer protections laws. Plaintiffs assert claims against GoodRx, Criteo, and Remaining Defendants for intrusion upon seclusion, unjust enrichment, violation of the California Confidentiality of Medical Information Act ("CMIA"), violation of the California Invasion of Privacy Act ("CIPA"), violation of the California Consumers Legal Remedies Act ("CLRA"), violation of California's Unfair Competition Law ("UCL"), violation of New York's General Business Law ("GBL"), violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, negligence, and negligence *per se* and seek compensation for GoodRx users whose information was disclosed to Criteo and Remaining Defendants without their consent.

GoodRx and Criteo dispute Plaintiffs' allegations and deny that they violated any law. GoodRx and Criteo further maintain that they have valid and meritorious defenses as to some or all of the claims asserted in this Litigation. Nevertheless, to avoid the expense and uncertainty of further litigation, GoodRx and Criteo have agreed to settle the claims asserted against them in this Litigation, and to pay a total of thirty-two million U.S. Dollars ($32,000,000) for the benefit of the Settlement Class to resolve the Settlement Class's claims against them. This Settlement does not include the claims Plaintiffs maintain against the Remaining Defendants, which they continue to pursue. If the Settlement is approved, each Authorized Claimant will receive a share of the Settlement Amount plus any interest that may accrue, less any Court-approved disbursements, including: (i) reasonable Notice and Settlement Administration Costs; (ii) any taxes owed by the Settlement Fund; (iii) any Settlement Fund account costs to hold and invest the Settlement fund; (iv) any Attorneys' Fees and Expenses Award; (v) service awards to Class Representatives; and (vi) any other costs or awards approved by the Court (the "Net Settlement Fund"). The share of the Net Settlement Fund received by each Authorized Claimant (the "Claim Payment") will depend on the total number of eligible claims that receive approval to participate in the Settlement. If the Settlement is not approved, the Litigation will continue against GoodRx and Criteo, and Plaintiffs will continue to pursue their claims against GoodRx and Criteo along with their claims against Remaining Defendants.

5. What is the History of this Litigation?

On February 1, 2023, the Federal Trade Commission ("FTC") filed an action against GoodRx alleging it violated the FTC Act and the FTC's Health Breach Notification Rule by disclosing its users' personally identifiable information and details about their medications and sensitive health conditions to third parties, including Criteo and Remaining Defendants.

Beginning on February 2, 2023, putative class action complaints were filed against GoodRx as a result of the alleged disclosure of personal and health information of its users. Those actions were consolidated with this Litigation on May 3, 2023 and a Consolidated Class Action Complaint was filed on May 26, 2023. On July 7, 2023, Lowey Dannenberg, P.C., and Bursor & Fisher, P.A. were appointed interim co-lead class counsel ("Class Counsel") and given the authority to conduct settlement discussions in this Litigation, and any subsequently related actions, on behalf of Plaintiffs and proposed Class Members. GoodRx moved to compel arbitration and dismiss the Litigation. Plaintiffs opposed GoodRx's motions. Ultimately, these motions were dismissed without prejudice pending the outcome of a forthcoming mediation.

On January 10, 2024, Plaintiffs and GoodRx engaged in the first mediation conference before the Honorable Ellen Sickles James. Plaintiffs and GoodRx then engaged in a second mediation on March 7, 2024 before the Honorable Wayne Andersen (ret.) that lasted a full day. Plaintiffs and GoodRx made significant progress and following multiple telephonic conferences, reached a settlement.

In 2025, Plaintiffs and Criteo reengaged in settlement negotiations.

Plaintiffs and Criteo also reached an agreement in their negotiations. Then settlement terms with GoodRx and Criteo were further refined and combined. On November 19, 2025, Plaintiffs, GoodRx, and Criteo reached an amended settlement, reflected in the Settlement Agreement.

6. Why Is There A Settlement?

Plaintiffs and Class Counsel believe that Settlement Class Members have been damaged by GoodRx and Criteo's conduct. GoodRx and Criteo do not admit the allegations made by Plaintiffs, believe that they have meritorious

defenses to Plaintiffs' allegations, and believe that Plaintiffs' claims would have been rejected prior to trial, at trial (had Plaintiffs successfully certified a class and survived summary judgment motions), or on appeal. As a result, GoodRx and Criteo believe Plaintiffs would have received nothing if the Litigation had continued to trial.

The Court has not decided in favor of either Plaintiffs or GoodRx and Criteo. Instead, Class Counsel engaged in negotiations with GoodRx and Criteo to reach a negotiated resolution of the Litigation. The Settlement allows both sides to avoid the risks and costs of lengthy litigation and the uncertainty of pre-trial proceedings, a trial, and appeals, and, if approved, will permit Settlement Class Members who file timely and valid Claim Forms to receive some compensation, rather than risk ultimately receiving nothing. Plaintiffs and Class Counsel believe the Settlement is in the best interest of all Settlement Class Members.

GoodRx and Criteo have agreed to pay a total of thirty-two million U.S. Dollars ($32,000,000) in cash for the benefit of the proposed Settlement Class. If the Settlement is approved, each Settlement Class Member who submits a timely and valid Settlement Claim Form may be eligible to receive a Claim Payment from the Net Settlement Fund.

If the Settlement is approved, the Litigation and related class actions will be resolved against GoodRx and Criteo, and all Released Claims against the Released Parties will be released by the Releasing Parties. If the Settlement is not approved, GoodRx and Criteo will remain as defendants in the Litigation, and Plaintiffs will continue to pursue their claims against GoodRx, Criteo, and Remaining Defendants.

WHO GETS MONEY FROM THE SETTLEMENT

7. How Do I Know If I Am A Settlement Class Member?

In the Preliminary Approval Order, the Court preliminarily approved the following Settlement Class:

> All natural persons in the United States who used any website, app, or service made available by or through GoodRx at any time prior to April 20, 2024.

The Preliminary Approval Order was issued by the Court on **[DATE]**. Not everyone who fits the description will be a Settlement Class Member. Please *see* Question 8 for a discussion of exclusions from the Settlement Class.

8. Are There Exceptions to Being Included In The Settlement Class?

Yes. Excluded from the Settlement Class are: (a) Defendants and their affiliates, parents, subsidiaries, officers, and directors; (b) the Opt-Outs; (c) Meta and Google; as well as (d) the judges presiding over this matter and the clerks of said judges. Anyone who excludes themselves is also not included in the Settlement Class (*see* Question 18).

9. What If I Am Still Not Sure If I Am Included In The Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. You can email [_____], call toll-free 1-xxx-xxx-xxxx, or visit the Settlement Website, www.goodrxprivacysettlement.com for more information.

THE SETTLEMENT BENEFITS

10. What Does The Settlement Provide?

GoodRx and Criteo have agreed to pay a sum of thirty-two million U.S. Dollars ($32,000,000) for the benefit of the proposed Settlement Class. If the Settlement is approved, each Settlement Class Member who submits a timely and valid Claim Form will receive an equal share of the Net Settlement Fund after any Court-approved disbursements, including (i) Notice and Settlement Administration Costs; (ii) Taxes; (iii) Settlement Fund account costs; and (iv) attorneys' fees and expenses, (v) service awards, and (vi) any other costs or awards approved by the Court, are paid.

The Settlement gives GoodRx and Criteo the right, but not the obligation, in their sole discretion to terminate the Settlement in the event that the number of Settlement Class Members who timely exercise their right to request

exclusion from the Settlement Class exceeds an agreed upon number.

11. How Will I Get A Payment?

If you are a Settlement Class Member and do not exclude yourself, you are eligible to submit a Claim Form to receive your share of money from the Net Settlement Fund. Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Eastern Time on [DATE] OR mailed to the below address postmarked no later than [DATE]:

GoodRx Data Disclosure Settlement
c/o [Settlement Administrator]
P.O. Box XXXXXX
[City, State ZIP Code]

Following the timely submission and receipt of your Claim Form online, a printable "Confirmation of Claim Receipt" will be displayed on the screen, which will acknowledge receipt of your Claim. If you do not submit a Claim Form, you will not receive any payment under the Settlement.

12. How Much Will My Payment Be?

At this time, it is not known precisely how much each Authorized Claimant will receive as the Settlement Payment or when payments will be made. The amount of the Settlement Payment will depend on the number of claims that receive approval.

13. When Will I Receive A Payment?

The Court will hold the Final Approval Hearing on [DATE], 202_ to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude.

Please be patient; status updates will be posted on the Settlement Website.

14. What Do I Have To Do After I File A Claim Form?

After you file a Claim Form, the Settlement Administrator will evaluate your Claim Form to determine if you have provided sufficient information to validate your membership in the Settlement Class and to approve the claim submitted. If the Settlement Administrator determines that your Claim Form is deficient or defective, it will contact you, and you will have twenty (20) days from the date of the written notice to cure the deficiencies. If you subsequently provide information that satisfies the Settlement Administrator concerning the validity of your Claim Form, you will not have to do anything else. If the defect is not cured within the 20-day period, then the Claim will be deemed invalid. If any disputes cannot be resolved, Class Counsel will submit them to the Court, and the Court will make a final determination of the validity of your Claim Form.

15. What Am I Giving Up To Receive A Payment?

Unless you exclude yourself, you remain a Settlement Class Member. That means you cannot sue, continue to sue, or be part of any other lawsuit about the Released Claims in this Litigation or any other action against GoodRx and Criteo. Upon the Effective Date of the Settlement, Plaintiffs and the Releasing Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties.

The capitalized terms used in this paragraph are defined in the Settlement Agreement, Preliminary Approval Order, or this Notice. For easy reference, certain of these terms are copied below:

"Releasing Parties" means Plaintiffs and the Settlement Class Members who do not timely and validly opt out from the Settlement pursuant to Fed. R. Civ. P. 23(c) and in accordance with the procedure to be established by the Court, and each of their past, present, and future heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

"Released Parties" means jointly and severally, individually and collectively, Defendants GoodRx and Criteo, their predecessors; successors; assigns; insurers; and any and all past, present, and future parents, owners, subsidiaries, divisions, departments, and affiliates, and all of their past, present, and future heirs, executors, devisees, administrators, officers, executives, directors, stockholders, partners, members, agents, attorneys, advisors, auditors, accountants, contractors, servants, employees, representatives, insurers, and assignees.

"Released Claims" means any and all manner of claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and matured or not matured that arise out of, or are based upon or connected to, or relate in any way to the Data Disclosure or GoodRx and Criteo' use of Pixels, SDKs, cookies, APIs, or any similar technologies, or that were or could have been asserted in the litigation. Released Claims include the release of unknown claims. Released Claims do not include the right of any of the Releasing Parties or any of the Released Parties to enforce the terms of the Settlement contained in the Settlement Agreement.

16. What If I Do Nothing?

You are automatically a member of a Settlement Class if you fit the Settlement Class description. However, if you do not submit a timely and valid Claim Form, you will not receive any payment from the Settlement. You will be bound by past and any future Court rulings, including rulings on the Settlement and release. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against GoodRx or Criteo on the basis of the Released Claims. Please *see* Question 15 for a description of the Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. What If I Do Not Want To Be In The Settlement Class?

If you are a Settlement Class Member, do not want to remain in the Settlement Class, and do not want a payment from the Settlement, then you must take steps to exclude yourself from the Settlement. This is also sometimes referred to as "opting out" of a class. *See* Question 18.

If you validly exclude yourself from the Settlement Class of which you would otherwise be a member, you may file a lawsuit against GoodRx or Criteo on your own for the claims being resolved by the Settlement. However, you will not receive any money from the Settlement, and Class Counsel will no longer represent you with respect to any claims against GoodRx and Criteo.

If you want to receive money from the Settlement, do not exclude yourself. You must file a Claim Form to receive any payment from the Settlement.

18. How Do I Exclude Myself?

You can exclude yourself by sending a written "Request for Exclusion." You cannot exclude yourself by telephone. Your written Request for Exclusion must be sent to the Settlement Administrator postmarked no later than **[DATE]** and sent by U.S. Mail or other delivery service to:

GoodRx Data Disclosure Settlement
Attn: Exclusions
P.O. Box XXXXXX
[City, State ZIP Code]

The written Request for Exclusion must (i) identify the case name and number of the Litigation (*Doe v. GoodRx Holdings, Inc. et al*, No. 3:23-cv-00501-AMO (N.D. Cal.)); (ii) identify your full name, current address, telephone number, and email address; (iii) include the claimant ID code and other information included on the Summary Notice of Proposed Class Action Settlement ("Short Form Notice") provided by the Settlement Administrator that identifies you as a Settlement Class Member; (iv) include your original signature, and, if represented by counsel,

be signed by your counsel; and (v) include a statement clearly indicating your intent to be excluded from the Settlement.

A Request for Exclusion that does not include all of the foregoing information, that does not contain the proper signature, that is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid and the person(s) filing such an invalid request shall be a Settlement Class Member and shall be bound by the Settlement, if approved.

All persons who submit valid and timely Requests for Exclusion in the manner set forth above shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement. In addition, such persons will not be entitled to object to the Settlement or appear at the Final Approval Hearing.

19. If I Do Not Exclude Myself, Can I Sue GoodRx or Criteo For The Same Thing Later?

No. Unless you exclude yourself from this Settlement, you give up any right to sue GoodRx and Criteo for the Released Claims that the Settlement resolves.

20. If I Exclude Myself, Can I Get Money From The Settlement?

No. You will not get any money from the Settlement if you exclude yourself.

21. If I Exclude Myself, Can I Still Object?

No. If you exclude yourself, you are no longer a Settlement Class Member and may not object to any aspect of the Settlement.

OBJECTING TO THE SETTLEMENT

22. How Do I Tell The Court What I Think About The Settlement?

If you are a Settlement Class Member and you do not exclude yourself, you can tell the Court what you think about the Settlement. You can object to all or any part of the Settlement, the application for attorneys' fees and expenses, and/or service awards for Plaintiffs. You can give reasons why you think the Court should approve them or not. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object. The Court will consider your views. If you want to make an objection, you may enter an appearance in the Litigation, at your own expense, individually or through counsel of your own choice, by electronically filing or mailing a notice of appearance and your objection to the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102 by **[DATE]**.

Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel. If you choose to object, you must file a written objection. You cannot make an objection by telephone or email. Your written objection must include: (i) the case name and number of the Litigation (*Doe v. GoodRx Holdings, Inc. et al*, No. 3:23-cv-00501-AMO (N.D. Cal.)); (ii) your full name, current address, telephone number, and email address; (iii) your original signature; (iv) proof or an attestation that you are a member of the Settlement Class, which proof may include the claimant ID code and other information included on the Short Form Notice provided by the Settlement Administrator that identifies you as a Settlement Class Member; (v) a statement of whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; (vi) a statement of the legal and factual basis for the objection; (vii) copies of any documents that the you wish to submit in support of your position; (viii) identification of all counsel representing you, if any; (ix) the signature of your duly authorized attorney or other duly authorized representative, if any, along with documentation setting forth such representation; and (x) a list, including case name, court, and docket number, of all other cases in which you and/or your counsel have filed an objection to any proposed class action settlement in the past three (3) years.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing. If you intend to speak at the Final Approval Hearing (whether *pro se* or through an attorney), you must file a notice of appearance and your written objection must identify: (a) the attorney(s) representing you who will appear at

the Final Approval Hearing by including counsel's name, address, phone number, email address, the state bar(s) to which counsel is admitted, as well as associated state bar numbers; (b) any witnesses (including yourself, if applicable) that you or they may seek to call to testify at the Final Approval Hearing; and (c) all exhibits you may introduce into evidence at the Final Approval Hearing.

If you do not timely and validly submit your objection, your views will not be considered by the Court or any court on appeal. Check the Settlement Website, www.goodrxprivacysettlement.com, for updates on important dates and deadlines relating to the Settlement.

23. What Is The Difference Between Objecting And Excluding Myself?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you remain a Settlement Class Member and do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no right to object to the Settlement because it no longer affects you.

Note that all documents sent to the Court by any Settlement Class Member, including any letter or document expressing the Settlement Class Member's desire to be excluded from the Class and any objection to the proposed Settlement, voluntary dismissal, or compromise, are filed electronically by the clerk and therefore will be available for public review.

THE LAWYERS REPRESENTING YOU

24. Do I Have A Lawyer In This Case?

The Court has appointed the lawyers listed below to represent you and the Settlement Class in this Litigation:

Christian Levis
Amanda Fiorilla
Rachel Kesten
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 997-0500
clevis@lowey.com
afiorilla@lowey.com
rkesten@lowey.com

L. Timothy Fisher
Jenna L. Gavenman
BURSOR & FISHER, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Tel: (925) 300-4455
ltfisher@bursor.com
jgavenman@bursor.com

These lawyers are called Class Counsel. Class Counsel may apply to the Court for payment of attorneys' fees and Litigation Expenses that will be paid from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

25. How Will The Lawyers Be Paid?

To date, Plaintiffs' Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket Litigation Expenses. Any attorneys' fees and Litigation Expenses will be awarded only as approved by the Court, in amounts determined to be fair and reasonable. The Settlement provides that Class Counsel may apply to the Court for an Attorneys' Fees and Expenses Award from the Settlement Fund. Prior to the Final Approval Hearing, Class Counsel will move for an attorneys' fee award not to exceed one-third of the Settlement Fund and $125,000 in Litigation Expenses. Plaintiffs may also seek service awards separate from the Claim Payment not to exceed $2,000 for each named Plaintiff, for a total of _____ U.S. Dollars ($_____).

This is only a summary of the request for attorneys' fees, Litigation Expenses, and service awards. Any motions in support of the requests will be available for viewing on the Settlement Website after they are filed by [DATE]. If you wish to review the motion papers, you may do so by viewing them at the Settlement Website, www.goodrxprivacysettlement.com.

The Court will consider the motion for attorneys' fees, Litigation Expenses, and service awards at or after the Final Approval Hearing.

THE COURT'S FINAL APPROVAL HEARING

26. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing on [DATE], at [TIME], at the United States District Court for the Northern District of California, [Address]. The Final Approval Hearing may be moved to a different date or time without notice to you. The Final Approval Hearing could also be conducted remotely. Although you do not need to attend, if you plan to do so, you should check the Settlement Website or the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov to confirm that the date has not been changed before making travel plans.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve the requests for attorneys' fees and Litigation Expenses, and any service awards for Plaintiffs. If there are any objections, the Court will consider them at this time. We do not know how long the Final Approval Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

27. Do I Have To Come To The Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You are, however, welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to attend, but you are not required to do so.

28. May I Speak At The Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. If you want to appear at the Final Approval Hearing, you may enter an appearance in the Litigation at your own expense, individually, or through counsel of your own choice, by filing with the Court a notice of appearance and your objection no later than **[DATE]**, or as the Court may otherwise direct. All documents sent to the Court by any Settlement Class Member, including any letter or document expressing the Settlement Class Member's desire to be excluded from the Class and any objection to the proposed Settlement, voluntary dismissal, or compromise, are filed electronically by the clerk and therefore will be available for public review. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel. You cannot request to speak at the Final Approval Hearing by telephone or email.

GETTING MORE INFORMATION

29. How Do I Get More Information?

The Court has appointed _____ as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing this Notice of the Settlement and processing Claim Forms.

This Notice summarizes the Settlement Agreement. For the precise terms of the Settlement, please see the Settlement Agreement, which is available for your review at the Settlement Website, www.goodrxprivacysettlement.com, by accessing the Court docket in this case, for a fee, through the Court's PACER system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The Settlement Website also has answers to common questions about the Settlement, Claim Form, and other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment. You may contact the Settlement Administrator at:

GoodRx Data Disclosure Settlement

c/o [Settlement Administrator]
P.O. Box XXXXXX
[City, State ZIP Code]
Tel: XXXX
Email: XXXXX

If your contact information changes, please enter your current information online at the Settlement Website, or send it to the Settlement Administrator at the address set forth above in the event the Settlement Administrator needs to contact you.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE, THIS SETTLEMENT, OR FOR ADDITIONAL INFORMATION REGARDING THE CLAIMS PROCESS.

DATED: _____, 2025 BY ORDER OF THE COURT

EXHIBIT C

SHORT FORM NOTICE

Name:
Claimant ID code:
Confirmation code:

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you are located in the United States and used any website, app, or service made available by or through GoodRx Holdings, Inc. ("GoodRx") at any time prior to April 20, 2024, your rights may be affected by a pending class action settlement and you may be entitled to a portion of the settlement fund.

This Summary Notice is to alert Settlement Class Members to a proposed $32,000,000 settlement with GoodRx and Criteo Corp. ("Criteo") in the action titled *Doe, et al. v. GoodRx Holdings, Inc., et al.*, Case No. 3:23-cv-00501-AMO (N.D. Cal.). Plaintiffs entered into the Settlement Agreement with GoodRx and Criteo on November 19, 2025.

What is this lawsuit about and what does the Settlement provide?

GoodRx is a combination telehealth and prescription coupon company that provides millions of people with telehealth services, coupons for prescription medication, and other health-related services each month. When people use GoodRx's services, GoodRx collects their personal and health information, including information about their prescription medications and health conditions, email addresses, and phone numbers. Plaintiffs allege that between at least 2017 and 2020, GoodRx disclosed this sensitive personal and health information to advertising and analytics companies, including Criteo, Meta Platforms, Inc. (f/k/a Facebook, Inc.) ("Meta") and Google LLC ("Google" and with Meta, "Remaining Defendants") through GoodRx's incorporation of the Criteo and Remaining Defendants' technologies (i.e., software development kits ("SDKs") and JavaScript pixels ("Pixels")) on the GoodRx platform. Such disclosed data included any data or information related to a Person's use of websites, applications, or services made available by or through GoodRx, including GoodRx's website and app, GoodRx Gold, HeyDoctor, and GoodRx Care, and including but not limited to data or information that is or could be used, whether on its own or in combination with other information, to identify, locate, recognize, reach, or contact a person or device. Plaintiffs also allege that Remaining Defendants and Criteo used this information for their own purposes.

Plaintiffs allege that this conduct violated state wiretapping statutes, consumer and healthcare protection laws, common law and statutory privacy rights, laws prohibiting unfair business practices, and was negligent and unjustly enriched GoodRx, Criteo, and the Remaining Defendants. The lawsuit seeks compensation for people whose personal information was disclosed by these practices. GoodRx and Criteo dispute Plaintiffs' allegations, deny that they violated any law, and maintain that they have good and meritorious defenses to Plaintiffs' claims and would prevail if the case were to proceed.

To avoid the expense and uncertainty of further litigation, GoodRx and Criteo have agreed to pay $32,000,000 to resolve the Settlement Class's claims. If the Settlement is approved, each Authorized Claimant will receive an equal (*pro rata*) share of the Settlement Fund after taxes, fund costs, administration and notice costs, court-awarded attorneys' fees and expenses, service awards, and other costs or awards are deducted. If the Settlement is approved, the action will be resolved against GoodRx and Criteo, and Plaintiffs will continue to pursue their claims against the Remaining Defendants. If the Settlement is not approved, the action will continue against GoodRx, Criteo, and the Remaining Defendants.

Who is a member of the Settlement Class?

Subject to certain exceptions, the proposed Settlement Class consists of all natural persons in the United States who used any website, app, or service made available by or through GoodRx at any time prior to April 20, 2024.

The other capitalized terms used in this Summary Notice are defined in the detailed Notice of Proposed Class Action Settlement, **[Date]**, 202_ Final Approval Hearing Thereon and Settlement Class Members' Rights ("Notice") and the Amended Class Action Settlement Agreement and Release ("Settlement Agreement"). If you are not sure whether you are included in the Settlement Class, you can get more information, including the detailed Notice and the Settlement Agreement, at **www. goodrxprivacysettlement.com.com** or by calling toll-free 1-XXX-XXX-XXXX.

Who represents me?

The United States District Court for the Northern District of California (the "Court") authorized this Summary Notice and has appointed the lawyers listed below to represent the Settlement Class in this action ("Class Counsel"):

Christian Levis
Amanda Fiorilla
Rachel Kesten
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 997-0500

L. Timothy Fisher
Jenna L. Gavenman
BURSOR & FISHER, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455

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

Will I get a payment?

If you are a member of the Settlement Class and do not opt out, you may be eligible for a payment under the Settlement if you file a Claim Form. Claim Forms must be postmarked by **[DATE]** or submitted online at **www.goodrxprivacysettlement.com** on or before 11:59 p.m. Eastern Time on **[DATE]**.

What are my rights?

If you are a Settlement Class Member and do not opt out, you will release certain legal rights against GoodRx and Criteo as explained in the detailed Notice and Settlement Agreement, which are available at **www.goodrxprivacysettlement.com**. If you do not want to take part in the proposed Settlement, you must opt out by **[DATE]**. You may object to the proposed Settlement and Class Counsel's requests for attorneys' fees and litigation expenses and service awards. If you want to object, you must do so by **[DATE]**. Information on how to opt out or object is contained in the detailed Notice.

When is the Fairness Hearing?

The Court will hold the Fairness Hearing on **[DATE]**, at **[TIME]**, at the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, to consider whether to finally approve the proposed Settlement, the application for an award of attorneys' fees and litigation expenses, and the application for service awards for Plaintiffs. The

Fairness Hearing may be moved to a different date or time without notice to you. The Fairness Hearing may be conducted remotely. Although you do not need to attend, if you plan to do so, you should check the Settlement Website before making travel plans.

You or your lawyer may ask to appear and speak at the hearing at your own expense, but you do not have to. Any changes to the time and place of the Fairness Hearing, or other deadlines, will be posted to **www.goodrxprivacysettlement.com** as soon as is practicable.

For more information, call toll-free 1-XXX-XXX-XXXX **or visit**
www.goodrxprivacysettlement.com.

EXHIBIT D

[PROPOSED] PRELIMINARY APPROVAL ORDER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JANE DOE, et al., individually and on behalf of all others similarly situated, Plaintiffs, v. GOODRX HOLDINGS, INC., et al., Defendants.	Case No. 3:23-cv-00501-AMO **[PROPOSED] ORDER PRELIMINARILY APPROVING THE PROPOSED CLASS ACTION SETTLEMENT, SCHEDULING HEARING FOR FINAL APPROVAL THEREOF AND APPROVING THE PROPOSED FORM AND PLAN OF CLASS NOTICE**

Plaintiffs on behalf of the Settlement Class, having applied for an order preliminarily approving the proposed settlement ("Settlement") of this litigation (the "Litigation") with GoodRx Holdings, Inc. ("GoodRx") and Criteo Corp. ("Criteo" and, collectively with GoodRx, "Defendants") in accordance with the Amended Class Action Settlement Agreement and Release entered into on November 19, 2025 (the "Settlement Agreement") between Plaintiffs and Defendants; the Court having read and considered the memorandum of law in support of this Motion, the Settlement Agreement, accompanying documents, and the record herein; and Plaintiffs and Defendants (collectively, the "Parties") having consented to the entry of this Order,

NOW, THEREFORE, on this _____ day of _____, 202__, upon application of the Parties,

IT IS HEREBY ORDERED THAT:

1. Unless otherwise defined herein, the Court adopts and incorporates the definitions in the Settlement Agreement for the purposes of this Order.

2. The Court finds that it has subject matter jurisdiction to preliminarily approve the Settlement Agreement, including all exhibits thereto and the Settlement contained therein and that it has personal jurisdiction over Plaintiffs and Defendants.

3. Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and adequate, otherwise meets the criteria for approval under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure and warrants issuance of notice to the Settlement Class. The Court finds it will likely be able to approve the Settlement and certify the Settlement Class for purposes of judgment.

4. For purposes of the Settlement only, the Court provisionally certifies the following Settlement Class pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3):

> All natural persons in the United States who used any website, app, or service made available by or through GoodRx at any time prior to April 20, 2024.

Excluded from the Settlement Class are: (a) Defendants and their affiliates, parents, subsidiaries, officers, and directors; (b) the Opt-Outs; (c) Meta and Google; as well as (d) the judges presiding over this matter and the clerks of said judges.

5. Subject to final approval of the Settlement, the Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Federal Rules of Civil Procedure 23(a) and (b)(3), are satisfied in that:

a. the Settlement Class is so numerous that joinder of all members is impracticable;

b. there are questions of law or fact common to the Settlement Class;

c. Plaintiffs' claims are typical of those of Settlement Class Members;

d. Plaintiffs and Class Counsel (defined below) fairly and adequately represent the Settlement Class;

e. common issues predominate over any individual issues affecting Settlement Class Members; and

f. settlement of the Litigation on a class action basis is superior to other means of resolving this matter.

6. The proposed Settlement is preliminarily approved. The Court finds that the Settlement was entered into at arm's length by experienced counsel and is sufficiently within the range of reasonableness, fairness, and adequacy, and that notice of the Settlement should be given as provided in this Order because the Court will likely be able to approve the Settlement under Rule 23(e)(2) of the Federal Rules of Civil Procedure.

7. The Court appoints Plaintiffs to serve as Class Representatives for settlement purposes only on behalf of the Settlement Class.

8. The Court appoints Bursor & Fisher, P.A. and Lowey Dannenberg, P.C. as Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

9. The Court appoints A.B. Data, Ltd. as Settlement Administrator for purposes of the Settlement.

10. A hearing will be held on a date of the Court's convenience on or after _____, 20___ at _____ [a.m./p.m.] (at least 150 days after entry of this Order) in Courtroom ___ of this Courthouse before the undersigned, to consider the fairness, reasonableness, and adequacy of the Settlement (the "Final Approval Hearing"). The foregoing date, time, and place of the Final Approval Hearing shall be set forth in the notice to the Settlement Class, which is ordered herein, but shall be subject to adjournment or change by the Court without further notice to Settlement Class Members, other than that which may be posted at the Court or on the Settlement Website at www.goodrxprivacysettlement.com.

11. The Court reserves the right to finally approve the Settlement at or after the Final Approval Hearing with such non-material modifications as may be consented to by the Parties and without further notice to the Settlement Class.

12. All proceedings in this Litigation as to Defendants, other than such proceedings as may be necessary to implement the proposed Settlement or to effectuate the terms of the Settlement Agreement, are hereby stayed and suspended until further order of this Court.

13. All Settlement Class Members and their legally authorized representatives, unless and until they have submitted a valid request to opt out or exclude themselves from the Settlement Class (hereinafter, "Request for Exclusion"), are hereby preliminarily enjoined (i) from filing, commencing, prosecuting, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on the Released Claims; (ii) from filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to

amend a pending complaint to include class allegations or seeking class certification in a pending action), based on the Released Claims; and (iii) from attempting to effect an opt-out of a group, class, or subclass of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on the Released Claims.

14. No later than forty-five (45) days after entry of this Order (hereinafter, the "Notice Date"), the Settlement Administrator will commence sending notice to the Settlement Class, in the form (without material variation) of the Short-Form Notice, Exhibit C to the Settlement Agreement, Exhibit 1 to the Declaration of L. Timothy Fisher dated November 26, 2025 filed in support of this Motion (the "Fisher Decl.") and the Settlement Payment Claim Form, attached as Exhibit A to the Settlement Agreement, as described in the proposed notice plan described in the Declaration of Justin Parks of A.B. Data regarding the Proposed Notice Plan and in Support of Plaintiffs' Motion for Preliminary Approval dated November 25, 2025 ("Notice Plan"). The Short-Form Notice will direct Settlement Class Members to the Settlement Website to access the Long-Form Notice in the form (without material variation) of Exhibit B to the Settlement Agreement. The Long-Form Notice sets forth, among other information, further details about the Settlement and the options for Settlement Class Members to request payment from the Settlement Fund.

15. Beginning no later than the Notice Date, the Settlement Administrator shall create and maintain a Settlement Website, www.goodrxprivacysettlement.com, until the termination of the administration of the Settlement. The Settlement Website shall include copies of the Settlement Agreement, this Order, the notices to the Settlement Class, the Claim Form, the motion for preliminary approval and all supporting papers, and, promptly after they are filed, the motion for final approval and the Fee and Expense Application. The Settlement Website shall also identify important deadlines and shall provide answers to frequently asked questions. The Settlement Website may be amended as appropriate during the course of the administration. The Settlement Website shall be searchable on the Internet.

16. The Settlement Administrator shall maintain a toll-free interactive voice response telephone system containing recorded answers to frequently asked questions, along with an option

permitting callers to leave messages in a voicemail box. The Settlement Administrator shall also maintain an e-mail address to receive and respond to correspondence from Settlement Class Members.

17. The Court approves in form and substance the Notice Plan and the forms of notice to the Settlement Class reflected in the proposed Long-Form and Short-Form Notices. The Notice Plan and forms of notice to the Class (i) are the best notice practicable under the circumstances; (ii) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency and status of this Litigation and of their right to object to or exclude themselves from the proposed Settlement; (iii) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice of the Final Approval Hearing; and (iv) fully satisfy all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, Due Process, and any other applicable rules or laws. Non-material modifications to the forms of notice to the Class may be made without further order of the Court.

18. No later than ten (10) days prior to the Final Approval Hearing, the Settlement Administrator shall serve and file a sworn statement attesting to compliance with the notice provisions in paragraphs 14-16 of this Order.

19. Any Settlement Class Member that objects to the fairness, reasonableness, or adequacy of any term or aspect of the Settlement, the application for Attorneys' Fees and Expenses, Service Award, or the Final Approval Order and Final Judgment, or who otherwise wishes to be heard, may appear in person or by his or her attorney at the Final Approval Hearing and present evidence or argument that may be proper and relevant. However, except for good cause shown, no person other than Class Counsel and Defendants' Counsel shall be heard and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be considered by the Court unless a written objection is submitted to the Court on or before the Objection Deadline, which shall be 60 days after the Notice Date. For the objection to be considered by the Court, the written objection must include:

a. The case name and number of the Litigation;

b. The Settlement Class Member's full name, current address, telephone number, and email address;

c. The Settlement Class Member's original signature;

d. Proof or an attestation that the Settlement Class Member is a member of the Settlement Class, which proof may include the claimant ID code and other information included on the Short-Form Notice provided by the Settlement Administrator that identifies the Person as a Settlement Class Member;

e. A statement of whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class;

f. A statement of the legal and factual basis for the objection;

g. Copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;

h. Identification of all counsel representing the Settlement Class Member, if any;

i. The signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, if any, along with documentation setting forth such representation; and

j. A list, including case name, court, and docket number, of all other cases in which the objecting Settlement Class Member and/or the objecting Settlement Class Member's counsel has filed an objection to any proposed class action settlement in the past three (3) years.

20. In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), he or she must file a notice of appearance with the Court by the Objection Deadline. The Settlement Class Member's written objection must also identify: (a) the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing by including counsel's name, address, phone number, email address, the state bar(s) to which counsel is admitted, as well as associated state bar numbers; (b) any witnesses he or she may seek to call to testify (including the Settlement Class Member) at the Final Approval Hearing; and (c) all exhibits the objecting Settlement Class Member may introduce into evidence at the Final Approval Hearing.

21. To be timely, a written notice of objection must either be electronically filed in the Litigation's electronic docket on or before the Objection Deadline; filed in person at any location of the

United States District Court for the Northern District of California; or mailed, postmarked no later than the Objection Deadline, to the Class Action Clerk at the address below.

COURT
Class Action Clerk United States District Court for the Northern District of California 450 Golden Gate Avenue, Box 36060 San Francisco, CA 94102

22. Any objection to the Settlement submitted by a Settlement Class Member pursuant to paragraphs 19-21 of this Order must be signed by the Settlement Class Member (and if applicable his, her, or its legally authorized representative), even if the Settlement Class Member is represented by counsel. The right to object to the proposed Settlement must be exercised individually by the Settlement Class Member and not as a member of a group, class, or subclass, except that such objections may be submitted by the Settlement Class Member's legally authorized representative.

23. Any Settlement Class Member who fails to comply with the requirements for objecting in writing described in paragraphs 19-22 of this Order 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 precluded from seeking any review of the Settlement by appeal or any other means. Such Settlement Class Members shall be bound by all terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. Any challenge to the Settlement Agreement and the Final Approval Order and Final Judgment approving this Settlement Agreement shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

24. All objectors shall make themselves available to be deposed by any Party in the Northern District of California or the county of the objector's residence or principal place of business within seven (7) days of service of the objector's timely written objection.

25. Discovery concerning any purported objections to the Settlement shall be completed no later than thirty (30) days after the Objection Deadline. Class Counsel, Defendants' Counsel, and any other Persons wishing to oppose timely-filed objections in writing may do so not later than thirty-five (35) days after the Objection Deadline.

26. Any individual who wishes to exclude themselves from the Settlement must submit a written Request for Exclusion to the Settlement Administrator, which shall be postmarked and mailed to the Settlement Administrator no later than sixty (60) days after the Notice Date (the "Opt-Out Date"):

27. The written Request for Exclusion must:

a. Identify the case name and number of the Litigation;

b. Identify the full name, current address, telephone number, and email address of the Settlement Class Member;

c. Include the claimant ID code and other information included on the Short-Form Notice provided by the Settlement Administrator that identifies the Person as a Settlement Class Member;

d. Include the Settlement Class Member's original signature, and, if represented by counsel, be signed by his/her counsel; and

e. Include a statement clearly indicating the individual's intent to be excluded from the Settlement.

28. A Request for Exclusion shall not be effective unless it provides all of the required information in paragraph 27, complies with the requirements in this Order, and is postmarked and mailed to the Settlement Administrator by the Opt-Out Date, as set forth in the Notice to the Settlement Class.

29. Any Settlement Class Member who does not submit a timely and valid written Request for Exclusion shall be bound by the Settlement Agreement, including all releases therein, as well as all proceedings, orders, and judgments in the Litigation, even if the Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Released Claims, and even if such Settlement Class Member never received actual notice of the Litigation or the proposed Settlement.

30. Settlement Class Members that submit valid and timely Requests for Exclusion shall not receive any benefits of and shall not be bound by the terms of the Settlement Agreement (including the releases therein), will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their right to independently pursue any claims they may have against Defendants.

31. The Settlement Administrator shall promptly log each Request for Exclusion that it receives and promptly notify Class Counsel and Defendants' Counsel as soon as is practicable following receipt of any Requests for Exclusion.

32. The Settlement Administrator shall furnish Class Counsel and Defendants' Counsel with copies of any and all Requests for Exclusions, objections, notices of intention to appear, and other communications that come into its possession (except as otherwise expressly provided in the Settlement Agreement) as soon as is practicable following receipt.

33. Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall provide a final report to the Parties' Counsel summarizing the number of Requests for Exclusion (*i.e.*, requests to opt out), a list of all individuals who have timely and validly excluded themselves from the Settlement in accordance with the requirements of the Settlement and this Order, and any other information requested by the Parties' Counsel. This report must be supplemented as appropriate to account for timely opt-outs not yet received by the Settlement Administrator prior to the creation of the report described herein. Class Counsel shall file the opt-out list and the declaration of the Settlement Administrator attesting to the accuracy of such list with the Court no later than ten (10) days before the Final Approval Hearing.

34. To effectuate the Settlement and the Notice Plan, the Settlement Administrator shall be responsible for: (a) establishing a post office box (to be identified in the Long-Form Notice, the Short-Form Notice and on the Settlement Website), an e-mail address, a toll-free interactive voice response telephone system, and a Settlement Website for purposes of communicating with Settlement Class Members; (b) effectuating the Notice Plan; (c) accepting and maintaining documents sent from Settlement Class Members, and other documents relating to the Settlement and its administration; (d) calculating and distributing each Authorized Claimant's Claim Payment; (e) determining the timeliness and validity of all Requests for Exclusion received from Settlement Class Members; (f) providing within seven (7) days after the Opt-Out Date a final report to Parties' Counsel identifying number and individuals who timely and validly submitted Requests for Exclusion from the Settlement; (g) preparing the opt-out list and a declaration attaching and attesting to the accuracy of such list, and providing the same to Class Counsel and Defendants' Counsel; (h) providing Class Counsel and Defendants' Counsel with copies of any

Requests for Exclusion (including all documents submitted with such requests); and (i) fulfilling all other duties and obligations as set forth in the Settlement.

35. All costs incurred by the Settlement Administrator in effectuating the Notice Plan and administering the Settlement, including any Taxes and Notice and Administration Costs, shall be paid from the Settlement Fund, pursuant to the Settlement Agreement without further order of the Court.

36. The Settlement Administrator shall maintain a copy of all paper communications related to the Settlement for a period of one (1) year after distribution of Claim Payments to Authorized Claimants, and shall maintain a copy of all electronic communications related to the Settlement for a period of two (2) years after the distribution, after which time all such materials shall be destroyed, absent further direction from the Parties or the Court.

37. The Court preliminarily approves the establishment of the Settlement Fund Account defined in the Settlement Agreement as a qualified settlement fund pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

38. Neither the Settlement Agreement, whether or not it shall become final, nor any negotiations, documents, and discussions associated with it, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of any liability or wrongdoing by Defendants or any Released Party; (b) the truth of any of the claims or allegations alleged in the Litigation; (c) the incurrence of any damage, loss, or injury by any Person; or (d) the propriety of certification of a class other than solely for the purposes of the Settlement. All rights of Plaintiffs and Defendants are reserved and retained if the Settlement does not become final in accordance with the terms of the Settlement Agreement.

39. Class Counsel shall file their motions for payment of attorneys' fees and expenses (*i.e.*, the Fee and Expense Application), Plaintiffs' service awards, and final approval of the Settlement no later than thirty-five (35) prior to the Objection Deadline. Any reply memoranda in support of the motions shall be filed no later than thirty-five (35) days after the Objection Deadline.

40. If the Settlement is approved by the Court following the Final Approval Hearing, a Final Approval Order and Final Judgment will be entered as described in the Settlement Agreement.

41. The Court may, for good cause, extend any of the deadlines set forth in this Order without notice to Settlement Class Members, other than which may be posted at the Court or on the Settlement Website.

42. This Order shall become null and void and shall be without prejudice to the rights of Plaintiffs and Defendants, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

43. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any Party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Litigation or in any other lawsuit.

44. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, the Court will modify any existing scheduling order to ensure that the Parties will have sufficient time to prepare for the resumption of litigation.

45. Unless a time period is specified in "business days," which shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the U.S. federal government, the word "days," as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

46. The schedule of events referenced above should occur as follows:

Event	Date
Notice to the Class commences	No later than forty-five (45) days after entry of this Preliminary Approval Order (the "Notice Date")
Deadline to file Motion for Final Approval of the Settlement	No later than thirty-five (35) days prior to the Objection Deadline
Deadline to File Class Counsel's Motion for Attorneys' Fees and Expenses and Plaintiffs Request for Service Awards	No later than thirty-five (35) prior to the Objection Deadline
Postmark Deadline for Requests for Exclusion (Opt-Outs)	No later than sixty (60) days after the Notice Date ("Opt-Out Date")
Filing and Service Deadline for Objections	No later than sixty (60) days after the Notice Date ("Objection Deadline)
Deadline to Complete Discovery Concerning Objections	No later than thirty (30) days after the Objection Deadline
Deadline to File Oppositions to Objections/Reply Memorandum in Support of Motions	No later than thirty-five (35) days after the Objection Deadline
Deadline to File Opt-Out List and Settlement Administrator Declaration	No later than ten (10) days before Final Approval Hearing
Deadline to file Settlement Administrator's Declaration regarding implementation of Notice Plan	No later than ten (10) days prior to the Final Approval Hearing
Final Approval Hearing	At least one hundred fifty (150) days after entry of the Preliminary Approval Order

IT IS SO ORDERED.

Dated: _____

_____
Hon. Araceli Martínez-Olguín
United States District Judge

EXHIBIT E

[PROPOSED] FINAL APPROVAL ORDER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JANE DOE, et al., individually and on behalf of all others similarly situated, Plaintiffs, v. GOODRX HOLDINGS, INC., et al., Defendants.	Case No. 3:23-cv-00501-AMO **[PROPOSED] FINAL APPROVAL ORDER** Judge: Honorable Araceli Martínez-Olguín Action Filed: May 26, 2023

This matter came before the Court for a duly-noticed hearing on _____, 202_ (the "Final Approval Hearing"), upon Plaintiffs' Motion for Final Approval of Class Action Settlement with Defendants GoodRx Holdings, Inc. ("GoodRx") and Criteo Corp. ("Criteo" and, collectively with GoodRx, "Defendants"), which was consented to by Defendants. Due and adequate notice of the Amended Class Action Settlement Agreement and Release entered into on November 19, 2025 (the "Settlement Agreement") between Plaintiffs and Defendants having been given to the Settlement Class Members, the Final Approval Hearing having been held and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. The Court finds that it has subject matter jurisdiction under 28 U.S.C. § 1332(d) or, alternatively, 28 U.S.C. § 1332(a) to enter this Final Approval Order and has personal jurisdiction over Plaintiffs, Defendants (in this Litigation only and for purposes of this Settlement only) and all Settlement Class Members.

3. This Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the Distribution Plan set forth in Section H(7) of the Settlement Agreement.

4. For purposes of the Settlement and this Final Approval Order, the Court hereby certifies for settlement purposes only the following Settlement Class:

> All natural persons in the United States who used any website, app, or service made available by or through GoodRx at any time prior to April 20, 2024.

5. The Court finds that, solely for purpose of settlement, the Settlement Class meets all of the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3). The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, FED. R. CIV. P. 23(a)(1); (ii) common questions of law and fact exist with regard to Defendants' alleged conduct with regard to the Data Disclosure, FED. R. CIV. P. 23(a)(2); (iii) Plaintiffs' claims in this litigation are typical of those of the Settlement Class Members, FED. R. CIV. P. 23(a)(3); and (iv) Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiffs and Class Counsel have adequately represented the interests of all Settlement Class Members, FED. R. CIV. P. 23(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. FED. R. CIV. P. 23(b)(3).

6. The Court hereby confirms the appointment of Plaintiffs as the Class Representatives. Pursuant to FED. R. CIV. P. 23(g), the Court hereby confirms the appointment of Bursor & Fisher, P.A. and Lowey Dannenberg, P.C. as Class Counsel for the Settlement Class.

7. The Court finds that the Short Form Notice, the Long Form Notice, website, and Notice Plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best notice practicable under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Litigation, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, of the Distribution Plan, and of Class Counsel's application for an award of Attorneys' Fees and Expenses associated with the Litigation, and any Service Award; (c)

provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23 and Due Process. Based upon Defendants' submissions to the Court dated _____, the Court further finds that Defendants have fully complied with the notice and other obligations imposed on it under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

8. The Court finds that ____ Settlement Class Members have validly requested to be excluded from the Settlement Class ("Opt-Out Members"), and those Opt-Out Members are identified in **Exhibit A**.

9. The Court finds that ____ timely objections to the proposed Settlement have been submitted. Notwithstanding the [lack of] objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement. [The Court finds all objections are without merit and they are hereby overruled.]

10. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

11. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement. This Court finds that the Settlement meets all requirements of Rule 23(e) of the Federal Rules of Civil Procedure and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiffs. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Class Counsel and Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is adequate, and that the Settlement Agreement and Distribution Plan treats Settlement Class Members equitably relative to each other. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

12. Upon the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, the Class Representatives expressly shall have, and by operation of the Final Judgment, the Releasing Parties[1] shall have, fully, finally, and forever completely released, relinquished, and discharged the Released Parties[2] from any and all Released Claims[3] ("the Release").

13. As of the Effective Date, Plaintiffs and all Releasing Parties shall be bound by the Settlement Agreement and the Release, and all of the Released Claims, including Unknown Claims, shall be dismissed with prejudice and released.

14. Without in any way limiting the scope of the Release, and except as otherwise provided in the Settlement Agreement, the Release covers any and all claims for attorneys' fees, costs or disbursements incurred by Plaintiffs' Counsel or any other counsel representing Plaintiffs or Releasing Parties, or any of them, in connection with or related in any manner to the Litigation, Defendants' use of third-party or vendor technology as alleged in the Litigation, any claims that arise out of, or are based upon or connected to, or relate in any way to the Data Disclosure or Defendants' use of Pixels, SDKs,

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[1] As set forth in the Settlement Agreement, "Releasing Parties" means Plaintiffs and the Settlement Class Members who do not timely and validly opt out from the Settlement pursuant to Fed. R. Civ. P. 23(c) and in accordance with the procedure to be established by the Court, and each of their past, present, and future heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

[2] As set forth in the Settlement Agreement, "Released Parties" means jointly and severally, individually and collectively, Defendants GoodRx and Criteo, their predecessors; successors; assigns; insurers; and any and all past, present, and future parents, owners, subsidiaries, divisions, departments, and affiliates, and all of their past, present, and future heirs, executors, devisees, administrators, officers, executives, directors, stockholders, partners, members, agents, attorneys, advisors, auditors, accountants, contractors, servants, employees, representatives, insurers, and assignees.

[3] As set forth in the Settlement Agreement, "Released Claims" means any and all manner of claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and matured or not matured that arise out of, or are based upon or connected to, or relate in any way to the Data Disclosure or Defendants' use of Pixels, SDKs, cookies, APIs, or any similar technologies, or that were or could have been asserted in the Litigation. Released Claims include the release of Unknown Claims. Released Claims do not include the right of any of the Releasing Parties or any of the Released Parties to enforce the terms of the Settlement contained in this Agreement.

cookies, APIs, or any similar technologies, or that were or could have been asserted in the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims.

15. In addition, the Releasing Parties are deemed to have waived (i) the provisions of California Civil Code § 1542, which provides that 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, and (ii) any law of any state or territory of the United States that is similar, comparable, or equivalent to California Civil Code § 1542.

16. The Releasing Parties covenant not to sue or otherwise seek to establish liability against the Released Parties for any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type arising out of or relating to the Released Claims, including, without limitation, seeking to recover damages relating to any of the Released Claims. This Paragraph shall not apply to any action to enforce the Settlement Agreement.

17. Notwithstanding the entry of this Final Approval Order, if the Settlement Agreement is validly terminated by Plaintiffs or Defendants, is disapproved in whole or in part by the Court, any appellate court, or any other court of review, or does not become Final, then the provisions of this Final Approval Order dismissing Plaintiffs' claims shall be null and void with respect to such Settlement; Plaintiffs' claims shall be reinstated; Defendants' defenses shall be reinstated; the certification of the Settlement Class and final approval of the proposed Settlement, and all actions associated with them, including but not limited to any requests for exclusion from the Settlement submitted and deemed to be valid, shall be vacated and be of no force and effect; the Settlement Agreement, including its exhibits, and any and all negotiations, documents, and discussions associated with it and the releases set forth herein, shall be without prejudice to the rights of any Party, and of no force or effect; and the Parties shall be returned to their respective positions before the Settlement Agreement was signed. Notwithstanding the language in this Section, any provision(s) in the Settlement Agreement that the Parties have agreed shall survive its termination shall continue to have the same force and effect intended by the Parties.

18. The Court approves the establishment of the Settlement Fund under the Settlement Agreement as a qualified settlement fund pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

19. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction to resolve any disputes that arise out of or relate to the Settlement Agreement, the Settlement, or the Settlement Fund, except where the parties have explicitly agreed to a mediator to resolve certain disputes, as stated in the Settlement Agreement, to consider or approve administration costs and fees, including but not limited to fees and expenses incurred to administer the Settlement after the entry of the Final Approval Order, and to consider or approve the amounts of distributions to Settlement Class Members. In addition, without affecting the finality of this Final Approval Order, Plaintiffs, Defendants, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Northern District of California for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Any disputes involving Plaintiffs, Defendants, or Settlement Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

20. The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Releasing Party or any other person subject to the provisions of this Final Approval Order against a Released Party.

21. The Court permanently bars and enjoins Plaintiffs and all Releasing Parties from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on or relating to any Released Claim, or the facts and circumstances relating thereto, against any of the Released Parties; or (b) organizing or soliciting the participation of Settlement Class Members in a separate class

for purposes of pursuing any action relating to any Released Claim or the facts and circumstances relating thereto, against any of the Released Parties.

22. Neither the Settlement Agreement (nor its exhibits), whether or not it shall become Final, nor any negotiations, exchanged among counsel for Plaintiffs and Defendants in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute, law, common law or of any liability or wrongdoing by Defendants or any Released Party; (b) the truth of any of the claims or allegations alleged in the Litigation; (c) the incurrence of any damage, loss, or injury by any Person; or (d) the propriety of certification of a class other than solely for purposes of the Settlement. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settlement Class Members.

23. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided for herein or upon Court Order for good cause shown.

24. The Distribution Plan referenced in Section H(7) of the Settlement Agreement is approved as fair, reasonable, and adequate.

25. The Settlement Administrator shall administer the claims administration process, pursuant to the Court-approved Distribution Plan.

26. Class Counsel are awarded attorneys' fees in the amount of $_____, and reimbursement of litigation expenses in the amount of $_____, such amounts to be paid from out of the Settlement Fund in accordance with the terms of the Settlement. In addition, $_____ in Administrative Expenses are to be paid out of the Settlement Fund to ____, to perform its responsibilities as the Settlement Administrator, in accordance with the terms of the Settlement.

27. The Class Representatives are awarded a case contribution award in the amount of $_____, such amounts to be paid from out of the Settlement Fund in accordance with the terms of the Settlement.

28. The word "days," as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

29. The Parties shall bear their own costs, except as otherwise provided in the Settlement Agreement.

30. The Court directs that this Final Approval Order shall be Final and entered forthwith.

IT IS SO ORDERED.

Signed this ___ day of _____, 202_.

_____
Hon. Araceli Martínez-Olguín
United States District Judge

EXHIBIT F

[PROPOSED] FINAL JUDGMENT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JANE DOE, et al., individually and on behalf of all others similarly situated, Plaintiffs, v. GOODRX HOLDINGS, INC., et al., Defendants.	CASE NO. 3:23-CV-00501-AMO **[PROPOSED] FINAL JUDGMENT** Judge: Honorable Araceli Martínez-Olguín Action Filed: May 26, 2023

This matter came before the Court for a duly-noticed hearing on _____, 202_ (the "Final Approval Hearing"), upon the Plaintiffs' Motion for Final Approval of Class Action Settlement with Defendants GoodRx Holdings, Inc. ("GoodRx") and Criteo Corp. ("Criteo" and, collectively with GoodRx, "Defendants"), which was consented to by GoodRx. Due and adequate notice of the Amended Class Action Settlement Agreement and Release entered into on November 19, 2025 (the "Settlement Agreement") between Plaintiffs and Defendants having been given to the Settlement Class Members, the Final Approval Hearing having been held and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Final Judgment hereby incorporates by reference the definitions in the Settlement Agreement, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. The Court finds that it has subject matter jurisdiction under 28 U.S.C. § 1332(d) or, alternatively, 28 U.S.C. § 1332(a) to enter this Final Judgment and that it has personal jurisdiction over Plaintiffs, Defendants (in this Litigation only and for purposes of this Settlement only), and all Settlement Class Members.

3. This action (the "Litigation"), including each claim in the Litigation, is hereby dismissed with prejudice on the merits as to Defendants and without fees or costs.

4. With respect to any and all Released Claims,[1] upon the occurrence of the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, the Class Representatives expressly shall have, and by operation of the Final Judgment, the Releasing Parties shall have, fully, finally, and forever completely released, relinquished, and discharged the Released Parties from any and all Released Claims (the "Release"). As of the Effective Date, Plaintiffs and all Releasing Parties shall be bound by the Settlement Agreement and the Release, and all of the Released Claims, including Unknown Claims, shall be dismissed with prejudice and released.

5. Without in any way limiting the scope of the Release, and except as otherwise provided in the Settlement Agreement, the Release covers any and all claims for attorneys' fees, costs or disbursements incurred by Plaintiffs' Counsel or any other counsel representing Plaintiffs or Releasing Parties, or any of them, in connection with or related in any manner to the Litigation, Defendants' use of third-party or vendor technology as alleged in the Litigation, any claims that arise out of, or are based upon or connected to, or relate in any way to the Data Disclosure or Defendants' use of Pixels, SDKs, cookies, APIs, or any similar technologies, or that were or could have been asserted in the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims.

6. In addition, the Releasing Parties are deemed to have waived (i) the provisions of California Civil Code § 1542, which provides that 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

[1] "Released Claims" means any and all manner of claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and matured or not matured that arise out of, or are based upon or connected to, or relate in any way to the Data Disclosure or Defendants' use of Pixels, SDKs, cookies, APIs, or any similar technologies, or that were or could have been asserted in the Litigation. Released Claims include the release of Unknown Claims. Released Claims do not include the right of any of the Releasing Parties or any of the Released Parties to enforce the terms of the Settlement contained in the Settlement Agreement.

released party, and (ii) any law of any state or territory of the United States that is similar, comparable, or equivalent to California Civil Code § 1542.

7. The Releasing Parties covenant not to sue or otherwise seek to establish liability against the Released Parties for any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type arising out of or relating to the Released Claims, including, without limitation, seeking to recover damages relating to any of the Released Claims. This Paragraph shall not apply to any action to enforce the Settlement Agreement.

8. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to GoodRx shall be final and entered forthwith.

IT IS SO ORDERED.

Signed this ___ day of _____, 202_.

_____
Hon. Araceli Martínez-Olguín
United States District Judge