# EXHIBIT A

**UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF NORTHERN CALIFORNIA**

**OAKLAND DIVISION**

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| JAN MARKELS, WILLIAM MARTIN, and LYNN SEDA, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br>v.<br><br>AARP,<br><br>Defendant. | Case No. 4:22-CV-05499-YGR<br><br>**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**<br><br>Hon. Yvonne Gonzalez Rogers |

This Class Action Settlement Agreement and Release (the "Agreement"), is made and entered into by and among: (i) Plaintiffs Jan Markels, William Martin, and Lynn Seda ("Plaintiffs"), on behalf of themselves and each of the members of the Class (as defined herein), and (ii) Defendant AARP ("AARP" or "Defendant") (collectively, the "Parties"). The Agreement is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein) as against the Releasing Defendant (as defined herein) and compensate Plaintiffs and Class Members for claimed damages, subject to the approval of the Court and the terms and conditions set forth in this Agreement.

## I. RECITALS

WHEREAS, on September 27, 2022, Jan Markels and Allen Ziman filed a class action complaint against AARP in the United States District Court for the Northern District of California, captioned *Markels et al. v. AARP*, Case No. 4:22-CV-05499-YGR, asserting claims, including claims for alleged violations of the Video Privacy Protection Act, 18 U.S.C. § 2710 ("VPPA") (ECF No. 1) (the "Litigation");

WHEREAS, on August 29, 2023, the Court issued an Order granting in part and denying in part a motion by AARP to dismiss the class action complaint (ECF No. 36);

WHEREAS, on September 19, 2023, Plaintiffs filed a First Amended Complaint adding Plaintiff William Martin (ECF No. 38);

WHEREAS, on December 18, 2023, the Court issued an Order denying a motion by AARP to dismiss the First Amended Complaint (ECF No. 43);

WHEREAS, on July 19, 2024, Plaintiffs filed a Second Amended Complaint adding Plaintiff Lynn Seda (ECF No. 75), a copy of which is attached as Exhibit 1;

WHEREAS, Plaintiffs filed a Motion for Class Certification on January 14, 2025 (ECF No. 92), and Defendant filed its opposition to Plaintiffs' Motion on April 15, 2025 (ECF No. 100);

WHEREAS, the Parties mediated before the Honorable Edward A. Infante (Ret.) on June 26, 2024 and the Honorable Jeremy D. Fogel (Ret.) on May 9, 2025;

WHEREAS, the Parties reached an agreement in principle to settle this litigation on May 9, 2025;

WHEREAS, Plaintiffs have conducted discovery, including depositions of six AARP employees and one nonparty, 39 document requests, 16 interrogatories, and 32 requests for admission, and engaged expert witnesses and consultants;

WHEREAS, in entering into this Agreement, Plaintiffs recognize and acknowledge the expense and time it would take to prosecute this action through trial and any subsequent appeals, and the risk that this action could ultimately be unsuccessful in light of AARP's defenses;

WHEREAS, AARP has asserted and would assert numerous defenses to the claims alleged by Plaintiffs, and expressly denies each of the claims asserted by Plaintiffs against AARP and any and all liability arising out of the conduct alleged by Plaintiffs;

WHEREAS, AARP acknowledges that further litigation of this action could be protracted and expensive, and has taken into account the uncertainty and risks inherent in any litigation, including a proposed class action;

WHEREAS, by entering into this Agreement, AARP does not admit any wrongdoing, and this Agreement is not and will not constitute an admission of liability by AARP; and

WHEREAS, Plaintiffs and AARP have therefore each independently determined that it is desirable and beneficial for this action to be fully and finally resolved in the manner and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (for themselves and the Class Members) and AARP, by and through its counsel, that, subject to the approval of the Court, the Litigation and the Released Claims will be finally and fully compromised, settled, and released, and the Litigation will be dismissed with prejudice, as to all Parties and their Related Parties (as defined below), upon and subject to the terms and conditions of the Agreement, as follows.

## II. TERMS OF AGREEMENT

### 1. Definitions

As used in the Agreement, the following terms have the meanings specified below:

1.1 "AARP" means Defendant AARP.

1.2 "Action" or "Litigation" means *Markels et al. v. AARP*, Case No. 4:22-CV-05499-YGR, pending in the United States District Court for the Northern District of California.

1.3 "Agreement," "Settlement Agreement," or "Settlement" means this Class Action Settlement Agreement and Release.

1.4 "Approved Claim" means a Claim Form submitted by a Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form; (b) is fully and truthfully completed by a Class Member with all of the information requested on the Claim Form; (c) is signed by the Class Member, physically or electronically; and (d) is approved by the Claims Administrator under the provisions of this Agreement, including its incorporated exhibits.

1.5 "Approved Claimant" means any Class Member whose claim has been allowed as an Approved Claim.

1.6 "Claimant" means a person who submits a Claim.

1.7 "Claims Administrator" means Simpluris, Inc., or such other notice and claims administrator as the Court approves.

1.8 "Claims Deadline" means 110 calendar days after Preliminary Approval.

1.9 "Claim Form" means a document, substantially in the form of Exhibit 2 hereto, that a Class Member must complete and submit to receive a payment from the Net Settlement Fund.

1.10 "Class" means all persons who, between September 27, 2020, to and through the Preliminary Approval date, requested or obtained video content on AARP.org while in the United States and at a time the person had a Facebook account and was either an AARP member or a registered user of AARP.org. The Class excludes AARP, its parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which AARP has a controlling interest; and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members.

1.11 "Class Member" means a person who falls within the definition of the Class and does not exercise his or her right to opt out of the Settlement before the Opt-Out Deadline.

1.12 "Class Counsel" means Girard Sharp LLP.

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

1.14 "Defendant" means AARP.

1.15 "Defendant's Counsel" means Cooley LLP.

1.16 "Effective Date," or the date upon which this Settlement becomes "effective," means the date the Court has entered the Final Order and Judgment and the Final Order and Judgment has been upheld through the resolution of all appeals and writs of certiorari, if any, and through the expiration of all time to appeal and file writs of certiorari, except that the Effective Date will not be delayed or modified by an appeal from those parts of the Final Order and Judgment that pertain solely to any award of attorneys' fees or expenses.

1.17 "Escrow Account" means the interest-bearing account constituting a qualified settlement fund, as defined in Treasury Regulation § 1.468B-1 *et seq.*, to be maintained by the Escrow Agent, subject to the continuing jurisdiction of the Court.

1.18 "Escrow Agent" means Citibank, or such successor escrow agent agreed upon by the Parties or appointed by the Court.

1.19 "Fee and Expense Award" means the order awarding attorneys' fees and reimbursement of litigation expenses incurred by Class Counsel in the Litigation.

1.20 "Final Approval Hearing" means the hearing before the Court where the Parties will request that the Court enter the Final Order and Judgment, approving the Settlement Agreement, the Plan of Allocation, the Fee and Expense Award, and the Service Awards to the Class Representatives.

1.21 "Final Order and Judgment" or "Final Approval Order" means an order, substantially in the form of Exhibit 5 hereto, to be entered by the Court in this Action granting final approval of this Settlement Agreement and dismissing the Litigation with prejudice.

1.22 "Group Opt-out" means a request for exclusion submitted on behalf of two or more persons belonging to the Class, including "mass" or "class" opt-outs.

1.23 "Net Settlement Fund" means the Settlement Fund, less attorneys' fees and expenses and Class Representative Service Awards that may be approved by the Court, less Notice and Administration Expenses, less any taxes due on earnings on the Settlement Fund, less any expenses related thereto, and less any other Court-approved deductions.

1.24 "Notice" means the Notice of Proposed Settlement of Class Action, which, subject to approval of the Court, will be substantially in the form attached as Exhibit 3 hereto.

1.25 "Notice Date" means 35 calendar days after Preliminary Approval.

1.26 "Notice and Administration Expenses" means reasonable costs and expenses incurred by the Claims Administrator in connection with providing Notice (including CAFA notice), processing and distributing claims, responding to inquiries from members of the Class, and related services.

1.27 "Objection or Opt-Out Deadline" means 110 days after Preliminary Approval.

1.28 "Person" means an individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, joint venture, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and any of their heirs, successors, representatives, or assigns.

1.29 "Plaintiffs" or "Class Representatives" means Jan Markels, William Martin, and Lynn Seda.

1.30 "Plan of Allocation" means the plan for allocating the Net Settlement Fund as described in Section 3 of this Agreement.

1.31 "Preliminary Approval Order" means the Order Preliminarily Approving Settlement and Providing for Notice, substantially in the form attached as Exhibit 4 hereto.

1.32 "Preliminary Approval" means the date on which the Preliminary Approval Order is entered.

1.33 "Related Parties" means, as applicable, each of a person or entity's respective present and former parents, subsidiaries, divisions, affiliates, and each of their and a person or entity's respective present and former employees, members, partners, principals, agents, officers, directors, controlling shareholders, attorneys, insurers and reinsurers, agents, related or affiliated entities, predecessors, successors, spouses, estates, heirs, executors, trusts, trustees, administrators, representatives, and assigns, in their capacity as such, and any entity in which such a person or entity has a controlling interest.

1.34 "Released Claims" means all claims, causes of action, complaints, allegations of wrongdoing, or demands for relief by Class Members, whether known or unknown, asserted or unasserted, regardless of legal theory, including but not limited to those based on federal, state, or local law, arising out of the same factual predicate underlying this Action, including but not limited to facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, and/or failures to act regarding alleged disclosures of Class Members' personally identifiable information and video viewing or requesting behavior. "Released Claims" includes all such claims, causes of action, complaints, allegations of wrongdoing or demands for relief in any other action or proceeding of any type before any court, arbitrator, tribunal, administrative body, or regulatory body, whether federal, state, local, or otherwise, and includes those that were presented, could have been presented, or might not have been presentable in this Action, including but not limited to claims under the VPPA, claims under California's Unfair Competition Law, and/or claims for unjust enrichment.

1.35 "Released Defendant" and "Releasing Defendant" means AARP and its Related Parties.

1.36 "Released Plaintiffs" and "Releasing Plaintiffs" means Plaintiffs and each Class Member.

1.37 "Releasing Defendant's Claims" means all claims and causes of action, whether known or unknown, whether arising under federal, state, common, or foreign law, solely to the extent that such claims arise out of or relate to the institution, prosecution, or settlement of the Litigation or the Released Claims against the Released Defendant. Notwithstanding the foregoing, "Releasing Defendant's Claims" does not include claims relating to the enforcement of the Settlement.

1.38 "Releasing Parties" means the Releasing Defendant and the Releasing Plaintiffs.

1.39 "Service Awards" mean the awards sought by Class Representatives, subject to Court approval, in consideration for their service during the course of the Action.

1.40 "Settlement Amount" means $12,500,000.00, which shall be paid to the Escrow Agent by Defendant within fourteen (14) business days of Preliminary Approval of the Settlement.

1.41 "Settlement Fund" means the non-reversionary cash fund consisting of the Settlement Amount, together with accrued interest thereon, less the advance for Notice and Administration Expenses (paragraph 2.2). The Parties agree that the Settlement Fund is intended to be at all times a "qualified settlement fund" within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, from the earliest date possible, and further agree to any relation-back election (as described in Treas. Reg. §1.468B-1(j)) required to treat the Settlement Fund as a "qualified settlement fund" from the earliest date possible. The Settlement Fund will be maintained by the Escrow Agent with permissions granted to the Claims Administrator to access said funds until such time as the payments set forth herein are made. The Settlement Fund includes all interest that will accrue on the sums deposited in the Escrow Account. The Claims Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), will be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. Neither the Class Representatives, Class Counsel, Defendant, nor Defendant's Counsel will have any liability or responsibility for any tax arising with respect to the Settlement Fund.

1.42 "Unique ID" means the identifier assigned to persons potentially belonging to the Class by the Claims Administrator.

1.43 "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by them, might affect their agreement to release the Released Parties or the Released Claims or might affect their decision to agree, object or not to object to the Settlement. **Upon the Effective Date, the Releasing Parties will be deemed to have, and will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides 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.**

**Upon the Effective Date, the Releasing Parties also will be deemed to have, and will have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code.** The Releasing Parties acknowledge that they may 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 this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

**2. Settlement Relief**

2.1 Defendant's total financial commitment under this Agreement shall be the Settlement Amount ($12,500,000.00), to be paid in full into an interest-bearing escrow account (the "Escrow Account"). For avoidance of doubt, under no circumstances will AARP ever have to pay more than the Settlement Amount under this Settlement Agreement. Within fourteen (14) business days of Preliminary Approval, Defendant shall pay, or cause to be paid, the Settlement Amount to the Escrow Agent in accordance with the instructions to be provided by the Escrow Agent, if the Escrow Agent provides such instructions within 7 days of Preliminary Approval. If the Escrow Agent provides these instructions at a later date, Defendant shall pay, or cause to be paid, the Settlement Amount to the Escrow Agent within 5 business days of receipt of the instructions. The interest from this escrow account will accrue in the Settlement Fund for the benefit of the Class.

2.2 Within seventeen (17) business days of Preliminary Approval, an amount totaling $525,000 for initial costs associated with Notice and Administration Expenses will be disbursed by the Escrow Agent from the Escrow Account to the Claims Administrator. To the extent the disbursement thereafter is actually expended on Notice and Administration Expenses, the amount expended will not be returned to Defendant, and Defendant will have no claim for reimbursement of that amount.

2.3 If Final Approval is granted, no portion of the Settlement Fund or Net Settlement Fund will revert to Defendant; but if Final Approval is not granted, the balance of the Escrow Account, plus any interest earned, will be returned to Defendant within twenty-one (21) business days after the Court enters its order denying Plaintiffs' motion for final approval of the settlement.

2.4 Within 45 days of Preliminary Approval, except as otherwise provided in sections 2.5 and 2.6, AARP will cease or limit the operation of the Meta Pixel on any pages on the AARP.org website that include video content, where the information transmitted via the Meta Pixel identifies a person as having requested or obtained specific video materials on that page, unless and until the VPPA is amended or repealed in relevant part, otherwise judicially invalidated in relevant part, or judicially construed not to be violated by the use of pixel or other website tracking technology in similar circumstances, or until AARP obtains consent in the form required by the VPPA, 18 U.S.C. § 2710(b)(2)(B).

2.5 The obligations set forth in section 2.4 do not apply in situations where the Meta Pixel transmits information about pages on the AARP.org website where video content is included along with other content, including without limitation text, editorial content, pictures, infographics, self-help tools, or listing directories, provided that no specific video materials are identified in any URL for such a page.

2.6 Nothing within this Section 2 shall prohibit the use of the Meta Pixel where the disclosure of information to Meta via the Meta Pixel would not violate the prevailing legal standard under U.S. Supreme Court or Ninth Circuit law.

**3. Allocation of the Settlement Fund**

3.1 Class Members will have until the Claims Deadline to submit a Claim.

3.2 There will be one Claim Form, and each Class Member may submit one claim. The Claim Form will require an attestation under oath that between September 27, 2020 through the date of Preliminary Approval, the Claimant (a) accessed video content on AARP.org, (b) as an AARP member or registered user of AARP.org (c) while in the United States and (d) while the Claimant had an active Facebook account, and that all information provided is true and correct to the best of the Claimant's knowledge.

3.3 The Claim Form will require that a Class Member support their claim by providing the link associated with the Class Member's Facebook profile. The Notice and Settlement Website will provide instructions to Class Members regarding how to access this information.

3.4 The Claims Administrator will audit a sample of claims. If the Claims Administrator determines a Claim is inadequately supported, suspicious, or contains indicia of fraud, the Claims Administrator may disallow the claim or request additional supporting documentation, including documentation showing that the Claimant accessed video content on aarp.org while he or she had a Facebook account.

3.5 The Claims Administrator will give Claimants a reasonable opportunity to cure defective claim submissions during a period of up to 60 days ("Cure Period").

3.6 The Claims Administrator will have the discretion (but not the obligation) to accept late-submitted claims for processing by the Claims Administrator, provided the distribution of the Net Settlement Fund to Approved Claimants will not be materially delayed thereby.

3.7 For each claim, the Claims Administrator will make the final determination as to whether the claim is an Approved Claim. The Parties and their counsel will have no role in, nor will they be held liable in any way for, the determination of monetary relief to be accorded each Claimant.

3.8 After review of all claims and after expiration of the Cure Period, the Claims Administrator will determine the total number of Approved Claims and divide the Net Settlement Fund by the number of Approved Claims. The Claims Administrator shall thereafter distribute equal shares to each Approved Claimant within 15 business days of the Effective Date, but in no event shall any such distribution occur before the Effective Date.

3.9 The determination of the validity of Claims and the proper amount of the payment to a Claimant is the sole responsibility of the Claims Administrator. No Party to this Agreement will be deemed in default of its obligations due to a dispute between a Claimant and the Claims Administrator, including a dispute over the amount of a payment or the return of a payment due to the death or unavailability of a Class Member. If a Class Member believes that a determination made by the Claims Administrator requires correction, the Class Member may seek correction pursuant to the following process:

a) A Claimant who objects to the Claims Administrator's determination of his or her claim must so notify the Claims Administrator within thirty (30) days after the date that the Claims Administrator mailed or emailed the determination to the Claimant. The Claimant must provide a written statement setting forth the basis for his or her disputed claim. Any disputed claim that is not postmarked or emailed within that thirty (30) day period will be waived.

b) Upon the timely submission of a disputed claim, the Claims Administrator, and the objecting Claimant, will have thirty (30) days to attempt to resolve the disputed claim by agreement. At the end of this thirty (30) day period, the Claims Administrator will provide the Claimant with its written notice of its decision regarding the disputed claim. The decision of the Claims Administrator will be binding and not subject to further review or appeal.

c) No person will have any claim against the Parties or their counsel or the Claims Administrator, or any other person designated by Class Counsel, based on conduct or communications substantially in accordance with this Settlement Agreement or further order(s) of the Court.

3.10 The Claims Administrator will provide the Parties with weekly written reports, beginning on the Notice Date and continuing until submission of the final post-distribution accounting (and thereafter upon request), summarizing all statistics and actions taken by the Claims Administrator in connection with administering the Settlement. The Claims Administrator shall provide an accounting of 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.

3.11 All cash payments to Approved Claimants that have not been deposited within 90 days after the date of issuance will be redistributed *pro rata*, after deducting necessary settlement administration expenses from such uncashed funds, to all Class Members who deposited a check or were paid by electronic payment (*e.g.*, Venmo, Zelle, etc.) during the initial distribution.

3.12 Class Counsel shall require that the Claims Administrator shall have a contractual obligation to indemnify and hold Class Counsel, the Class, Class Representatives, and AARP and its Related Parties harmless for (a) any act or omission or determination of the Claims Administrator, or any of the Claims Administrator's designees or agents, in connection with the notice plan and the administration of the Settlement; (b) the management, investment, or distribution of the Settlement Fund; (c) the formulation, design, or terms of the disbursement of the Settlement Fund; (d) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (e) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (f) the payment or withholding of any taxes, expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

**4. Releases**

4.1 Upon the Effective Date, all Releasing Plaintiffs and anyone claiming through or on behalf of any of them, will be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims) against the Released Defendant and Defendant's Counsel, whether arising under federal, state, common or foreign law. Upon the Effective Date, the Releasing Plaintiffs will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any Released Claim against the Released Defendant and Defendant's Counsel. Releasing Plaintiffs are aware of California Civil Code § 1542 and expressly waive and relinquish any rights or benefits available to them under this statute or any comparable or equivalent law or principle of another state or territory or of any jurisdiction outside of the United States.

4.2 Upon the Effective Date, the Releasing Defendant will be deemed to have fully, finally, and forever released, relinquished, and discharged all Releasing Defendant's Claims (including Unknown Claims) against Released Plaintiffs, and Class Counsel, whether arising under federal, state, common or foreign law. Upon the Effective Date, the Releasing Defendant will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Releasing Defendant's Claims against any of the Released Plaintiffs, and Class Counsel.

4.3 All Persons granting any release pursuant to sections 4.1 and 4.2 above covenant not to sue with respect to all Claims released by such Person.

4.4 All Persons granting any release pursuant to sections 4.1 and 4.2 above will be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any claim released by them under the releases in sections 4.1 and 4.2, in any capacity, against any of the Released Parties.

4.5 No person will have any claim of any kind against the Parties or their counsel or the Claims Administrator with respect to the Settlement and the matters set forth herein, or based on determinations or distributions made substantially in accordance with this Agreement, the Final Order and Judgment, or further order(s) of the Court.

**5. Obtaining Court Approval of the Agreement**

5.1 Promptly after execution of the Agreement, Plaintiffs will submit the Agreement, including its incorporated Exhibits, to the Court and will apply for entry of the Preliminary Approval Order.

5.2 Pursuant to 28 U.S.C. § 1715, within ten days after this Agreement is filed with the Court, the Claims Administrator will cause notice of the Settlement to be sent to the Attorneys General of each State in which Class Members reside, the Attorney General of the United States, and any other required government officials.

5.3 In accordance with the schedule set under the Preliminary Approval Order, Class Counsel will draft the motion for final approval, and the Fee and Expense Application, and will appear at the Final Approval Hearing.

5.4 Any order or proceeding relating to the Plan of Allocation, or to the Fee and Expense Application, will not operate to terminate or cancel the Agreement or affect the finality of the Court's Final Order and Judgment.

5.5 If the Settlement is not approved by the Court or otherwise fails to become effective in accordance with its terms, the Parties will be restored to their respective positions in the Litigation as of May 9, 2025, and will jointly propose a revised schedule for case deadlines. In such event, the terms and provisions of the Agreement (with the exception of Paragraphs 2.2 and 2.3) will be null and void and will not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Agreement will be treated as vacated, *nunc pro tunc*, and will not be used in the Litigation or in any other proceeding for any purpose.

**6. Notice and Settlement Administration**

6.1 Within seven business days after Preliminary Approval, AARP will provide the Claims Administrator with the names, email addresses, and other contact information appearing within AARP's records of potential Class Members, subject to AARP having a reasonable opportunity to evaluate the information security protocols and practices of the Claims Administrator and, if acceptable, to approve the provision of this information to the Claims Administrator, which approval will not be unreasonably withheld.

6.2 The Claims Administrator will assign each potential person belonging to the Class a Unique ID. The Unique ID will be required to access the online claim form and opt-out form. Any person belonging to the Class who does not receive a Unique ID may request one from the Claims Administrator by providing documentation, such as browsing history, that demonstrates the person requested or obtained video content on the AARP website (AARP.org) between September 27, 2020 and Preliminary Approval, while in the United States and at a time the person had a Facebook account and was an AARP member or a registered user of AARP.org.

6.3 Following Preliminary Approval, no later than the Notice Date, the Claims Administrator will send Notice via email substantially in the form attached as Exhibit 6, along with an electronic link to the Claim Form, substantially in the form attached as Exhibit 2, to all potential Class Members for whom a valid email address is available. The Claims Administrator will format these emails to maximize the likelihood they will be received and understood by Class Members. To the extent the transmission of email notice results in "bounce-backs," the Claims Administrator will use a reverse look-up or similar process to obtain an alternative email address and make a second attempt to re-send the email notice, if feasible. For individuals for whom a mailing address is also available, direct notice via mail will be utilized if their email address is returned as undeliverable.

6.4 At the election of Class Counsel, and at least seven days prior to the Claims Deadline, the Claims Administrator may, on one to three occasions, send Notice via email substantially in the form attached as Exhibit 6 (with minor, non-material modifications to indicate this is a reminder email), along with an electronic link to the Claim Form, substantially in the form attached as Exhibit 2, to all potential Class Members for whom a valid email address is available.

6.5 Following Preliminary Approval, no later than the Notice Date, the Claims Administrator will send Notice via U.S. mail substantially in the form attached as Exhibit 7, to all potential Class Members for whom only a valid mailing address is available. To the extent the transmission of U.S. mail notice results in "bounce-backs," the Claims Administrator will use a reverse look-up or similar process to obtain an alternative mailing address or an email address and make a second attempt to re-send the notice, if feasible.

6.6 Following Preliminary Approval, no later than the Notice Date, the Claims Administrator will execute a paid media notice plan consisting of outreach to potential Class Members via various forms of digital media. This outreach will include digital advertising on social media platforms owned by Meta (including Facebook), programmatic banner advertisements, and keyword search advertisements that will be displayed to users who conduct internet searches containing keywords related to the case or Settlement.

**7. Objections and Opt-Outs**

7.1 Any objections from Class Members regarding the Settlement must be submitted in writing to the Court no later than the Objection or Opt-Out Deadline, in accordance with the procedures set forth in the Preliminary Approval Order.

7.2 The Parties may file responses to any timely written objections no later than 15 days after the Objection or Opt-Out Deadline, or such later time as the Court may allow.

7.3 Any opt-out notice from a person belonging to the Class regarding the Settlement must be submitted individually and in writing no later than the Objection or Opt-out Deadline, in accordance with this paragraph and the procedures set forth in the Preliminary Approval Order. Any person who would otherwise be a Class Member who wishes to be excluded from this Settlement must notify the Claims Administrator in writing of that intent by either (a) U.S. mail postmarked no later than the Objection or Opt-out Deadline; or (b) submission of an opt-out request on the Settlement Website no later than the Objection or Opt-out Deadline. Group Opt-outs are prohibited. Opt-out requests must include the person's Unique ID (provided by the Claims Administrator), a statement that the individual meets the requirements for Class membership, first and last name, email address, mailing address, and telephone number.

7.4 This Settlement Agreement will not bind a Class Member who timely and validly opts out of the Class. The Settlement Agreement will, however, bind any Class Member who does not timely and validly opt out of the Class.

7.5 Within 14 days after the Objection and Opt-Out Deadline, the Claims Administrator will provide Class Counsel and Defendant's Counsel with the number of persons who have timely and validly excluded themselves from the Settlement.

7.6 AARP shall also have the sole discretion to terminate this Agreement if a certain number of Class members elect to opt out of this Settlement. That number is separately agreed by the Parties and will be filed with the Court under seal so as to preserve its confidentiality. If AARP elects to terminate the Agreement on this basis, it must notify Class Counsel that it intends to invoke this termination right no later than 35 days after the Opt-Out Deadline. If AARP makes this election, it may revoke this election at any time. If AARP terminates the Agreement pursuant to this proposal, the Settlement Amount shall be returned to AARP (less any amounts actually expended pursuant to Paragraph 2.2).

**8. Attorneys' Fees and Expenses; Service Awards**

8.1 Pursuant to Fed. R. Civ. P. 23(h), Defendant agrees that Class Counsel will be entitled to an award of reasonable attorneys' fees and expenses to be paid exclusively out of the Settlement Fund in an amount to be determined by the Court.

8.2 The Parties have reached no agreement on the amount of fees and expenses that Class Counsel will seek. Defendant takes no position as to the amount of fees and expenses to be sought.

8.3 Class Members will have at least 35 days to object to and oppose Class Counsel's Fee and Expense Application by filing with the Court, and serving on Class Counsel, any objections relating to such application.

8.4 Any Fee and Expense Award will be paid from the Settlement Fund within 15 business days after the Court enters the Final Order and Judgment and an order of such fees and expenses, notwithstanding any timely objections or potential for appeal therefrom, or collateral attack on the Settlement or any part hereof. If, however, the Final Judgment is reversed or rendered void as a result of an appeal, Class Counsel will return such funds to the Settlement Fund.

8.5 Procedures connected with the application by Class Counsel for attorneys' fees and expenses form no part of this Settlement Agreement, and the application will be considered separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement. Any order or proceeding relating to the application for attorneys' fees and expenses, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement or to affect or delay the finality effected by entry of the Final Order and Judgment.

8.6 Class Counsel may apply for Service Awards not to exceed $10,000 for each Class Representative. Any such Service Awards shall be paid within 15 business days of the Effective Date, but in no event shall any such distribution occur before the Effective Date. This amount is not a measure of damages, but instead solely an award for the Class Representatives' services, time, and effort on behalf of Class Members. Class Counsel will provide a Form W-9 to each Class Representative who may be awarded a Service Award, and the Claims Administrator will issue an IRS Form Misc. 1099 for such a Service Award to each such Class Representative.

8.7 The Class Representatives' approval of this Settlement Agreement is not contingent on Class Counsel applying for Service Awards or the Court approving any such application. Any order or proceeding relating to the application for Service Awards, the pendency of the application, or any appeal from such an order will not operate to terminate or cancel this Settlement Agreement, or to affect or delay the finality effected by entry of the Final Order and Judgment.

8.8 Any fees and/or expenses, including the Fee and Expense Award, and/or Service Awards awarded by the Court will be paid solely from the Settlement Fund. Defendant and its Related Parties will have no responsibility for any payment of attorneys' fees and/or expenses to Class Counsel, or any Service Award to any Plaintiff.

**9. Miscellaneous Provisions**

9.1 The Parties acknowledge that it is their intent to consummate this Agreement, and agree to cooperate as necessary to secure Court approval of the Agreement and to implement all terms and conditions of the Agreement, and to exercise their best efforts to accomplish the foregoing terms and conditions. The Parties and their respective counsel agree that they will act in good faith and will not engage in any conduct that could frustrate the purposes of this Agreement. The Parties and their respective counsel will not make any public statement that disparages the Settlement.

9.2 This Agreement is deemed to have been prepared by counsel for all Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it will not be construed more strictly against one Party than another, nor will the Agreement be construed against any Party on grounds that it was the drafter.

9.3 The Settlement Amount and the other terms of the Settlement Agreement were negotiated in good faith by the Parties, as a result of arms' length negotiations, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel. The Parties will not assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or on a frivolous basis.

9.4 If, at any time prior to Final Approval, any Party is in material breach of the terms hereof and fails to cure such material breach within 14 days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate the Agreement on notice to the former Party. If the Agreement is terminated, the Parties will be restored to their respective positions in the Litigation as of May 9, 2025, and will jointly propose a revised schedule for case deadlines. In such event, the Settlement Amount shall be returned to Defendant (less any amounts actually expended pursuant to Paragraph 2.2); the terms and provisions of the Agreement (with the exception of Paragraphs 2.2 and 2.3) will be null and void and will not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Agreement will be treated as vacated, *nunc pro tunc*, and will not be used in the Litigation or in any other proceeding for any purpose.

9.5 Neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, the truth of any of the allegations in the Litigation of any wrongdoing, fault, or liability of Defendant or its Related Parties, or that Plaintiffs or any Class Members have suffered any damages, harm, or loss; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission on the part of Defendant or its Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

9.6 Defendant may file this Agreement and/or the Final Order and Judgment in any other action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim or issue preclusion or similar defense or counterclaim.

9.7 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement.

9.8 All of the Exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference. This Agreement and its Exhibits constitute the entire agreement between the Parties related to the Settlement. No covenants, agreements, representations, or warranties of any kind have been made by any Party hereto, except as provided for herein.

9.9 Where this Agreement requires notice to the Parties, such notice will be sent to the following: for Plaintiffs, the Class, and/or Class Counsel, Simon Grille, Girard Sharp LLP, 601 California Street, Suite 1400, San Francisco, CA 94108; for Defendant, David Morales, AARP, 601 E St., NW, Washington, DC 20049 and Matthew D. Brown, Cooley LLP, 3 Embarcadero Center, 20th Floor, San Francisco, CA 94111.

9.10 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

9.11 The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successor(s)-in-interest.

9.12 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts, and each of them, will be deemed to be one and the same instrument.

9.13 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

9.14 This Settlement Agreement will be governed by and construed in accordance with the laws of the State of California.

9.15 The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be executed.

Dated: 7/24/2025 By: DocuSigned by: Jan Markels
Plaintiff Jan Markels

Dated: 7/24/2025 By: DocuSigned by: [signature]
Plaintiff William Martin

Dated: 7/24/2025 By: Signed by: Lynn Seda
Plaintiff Lynn Seda

**GIRARD SHARP LLP**

Dated: 7/25/2025

By: Signed by: Simon Grille

Simon S. Grille

*Counsel for Plaintiffs and the Proposed Settlement Class*

Dated: ____________________

By: ____________________________

Name: __________________________

Title: ___________________________

*Defendant AARP*

**GIRARD SHARP LLP**

Dated: ____________________

By: ______________________________
Simon S. Grille

*Counsel for Plaintiffs and the Proposed Settlement Class*

Dated: 7/25/2025 | 6:26 AM PDT

By: DocuSigned by: [signature] 27336D8C11C74A5...

Name: David C. Morales

Title: Executive Vice President & General Counsel

*Defendant AARP*