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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

**CLASS ACTION SETTLEMENT  
AGREEMENT AND RELEASE**

Judge: Honorable Araceli  
Martínez-Olguín

Action Filed: May 26, 2023

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement and Release (the “Agreement” or “Settlement Agreement”) is entered into on November 25, 2024 by and among the Class Representatives<sup>1</sup> (also, the “Plaintiffs”), for themselves individually and on behalf of the Settlement Class, and GoodRx Holdings, Inc. (“Defendant” or “GoodRx”) (collectively, the “Parties”).

**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 (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 Corp. (“Criteo”) via the use of pieces of code known as software development kits (“SDKs”) and standard JavaScript pixels (further defined as “Pixels” herein).

3. Defendant GoodRx denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies 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

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<sup>1</sup> Except as otherwise specified, capitalized terms shall have the meanings set forth in Paragraph B of this Agreement, titled “Definitions.”

1 Counsel in the context of mediation.

2 5. The Parties desire to settle the claims asserted and that could be asserted, and all claims  
3 arising out of or related to the allegations or subject matter of the Complaint, the Litigation, or Defendant's  
4 alleged use of third-party tracking technology on the terms and conditions set forth herein for the purpose  
5 of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation.

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

13 7. This Settlement Agreement shall not be deemed or construed to be an admission or  
14 evidence of a violation of any statute, law, rule, or regulation or of any liability or wrongdoing by  
15 Defendant or of the truth of any of Plaintiffs' claims or allegations, nor shall it be deemed or construed to  
16 be an admission or evidence of Defendant's defenses. Without limiting the foregoing in any way, neither  
17 this Settlement Agreement nor anything contained herein shall be construed as or deemed to be an  
18 admission of any sort by Defendant that any of the claims in the Litigation would be suitable for class  
19 treatment in any context other than settlement.

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

1 Settlement Class.

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

8 **B. Definitions**

9 1. “Agreement” or “Settlement Agreement” means this settlement agreement, including all  
10 exhibits hereto.

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

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

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

22 5. “Claim Deadline” is the date by which Settlement Class Members must submit a valid  
23 Claim Form to receive a cash payment under the Settlement. The Claim Deadline is sixty (60) days after  
24 the Notice Date.

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

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

1 C, respectively.

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

4 9. “Co-Defendants” means Meta Platforms, Inc. (“Meta”), Google LLC (“Google”), and  
5 Criteo Corp. (“Criteo”), collectively.

6 10. “Court” or “District Court” means the United States District Court for the Northern District  
7 of California.

8 11. “Data” means any data or information related to a Person’s use of websites, applications,  
9 or services made available by or through GoodRx, including GoodRx’s website and app, GoodRx Gold,  
10 and GoodRx Care, and including but not limited to data or information that is or could be used, whether  
11 on its own or in combination with other information, to identify, locate, recognize, reach, or contact a  
12 person or device.

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

19 13. “Defendant” or “GoodRx” means GoodRx Holdings, Inc. as defined in this Agreement.

20 14. “Defendant’s Counsel” means Martin L. Roth and Alyssa C. Kalisky, of Kirkland & Ellis  
21 LLP, located at 333 West Wolf Point Plaza, Chicago, IL 60654, and Olivia Adendorff, of Kirkland & Ellis  
22 LLP, located at 4550 Travis Street, Dallas, TX 74205.

23 15. “Effective Date” means the date defined in Section N of this Settlement Agreement.

24 16. “Email Notice” means the notice to be sent to Settlement Class Members pursuant to the  
25 Preliminary Approval Order substantially in the form attached as **Exhibit C** to this Settlement Agreement.

26 17. “Final” with respect to a judgment or order means that the following have occurred: (i) the  
27 expiration of all deadlines to notice any appeal; (ii) if there is an appeal or appeals, the completion, in a  
28 manner that finally affirms and leaves in place the judgment or order without any material modification,

1 of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all  
2 deadlines for motions for reconsideration, rehearing *en banc*, or petitions for review and/or certiorari, all  
3 proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals  
4 following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any  
5 proceeding on certiorari.

6 18. “Final Approval Hearing” means the hearing to determine whether the Settlement should  
7 be given final approval and whether Plaintiffs’ Counsel’s application for attorneys’ fees and Litigation  
8 Expenses should be approved.

9 19. “Final Approval Order” means the order of the Court finally approving this Settlement,  
10 substantially in the form attached as **Exhibit E** to this Settlement Agreement.

11 20. “Final Judgment” means the order of judgment and dismissal with prejudice of the claims  
12 of the Class Representatives and Settlement Class Members against Defendant, substantially in the form  
13 attached as **Exhibit F** to this Settlement Agreement.

14 21. “GoodRx” means GoodRx Holdings, Inc., and any and all past, present, and future  
15 affiliates, parents, subsidiaries, predecessors, successors, or assignees.

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

19 23. “Litigation Expenses” means costs and expenses incurred by Plaintiffs’ Counsel in  
20 connection with commencing, prosecuting, mediating, and settling the Litigation, and obtaining Final  
21 Judgment.

22 24. “Long-Form Notice” means the written notice substantially in the form of **Exhibit B** to  
23 this Settlement Agreement.

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

1 costs or awards approved by the Court.

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

5 27. “Notice Program” means the notice program described in Paragraph I.1.

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

11 29. “Objection Deadline” shall have the meaning set forth in Paragraph J.3 or as otherwise  
12 ordered by the Court.

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

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

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

23 33. “Parties” means Class Representatives and GoodRx collectively, and “Party” applies to  
24 each individually.

25 34. “Person” or “Persons” means an individual, corporation, partnership, limited partnership,  
26 limited liability company or partnership, association, joint stock company, estate, legal representative,  
27 trust, unincorporated association, government or any political subdivision or agency thereof, and any  
28 business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives

1 agents, attorneys, or assignees.

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

6 36. “Plaintiffs’ Counsel” means Class Counsel together with Robert C. Schubert, Willem F.  
7 Jonckheer, and Amber L. Schubert of Schubert Jonckheer & Kolbe LLP; Mark L. Javitch of Javitch Law  
8 Office; Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C.; Israel David, and Blake Hunter  
9 Yagman of Israel David LLC; Rebecca M. Hobert of Moya Law Firm; and, Jonathan Shub, Benjamin F.  
10 Johns, and Samantha E. Holbrook of Shub & Johns, LLC.

11 37. “Preliminary Approval Order” means the Court order preliminarily approving this  
12 Agreement and the Settlement, substantially in the form attached as **Exhibit D** to this Settlement  
13 Agreement.

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

23 39. “Released Parties” means jointly and severally, individually and collectively, the  
24 Defendant, its predecessors; successors; assigns; insurers; and any and all past, present, and future parents,  
25 owners, subsidiaries, divisions, departments, and affiliates, and all of their past, present, and future heirs,  
26 executors, devisees, administrators, officers, executives, directors, stockholders, partners, members,  
27 agents, attorneys, advisors, auditors, accountants, contractors, servants, employees, representatives,

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1 insurers, and assignees.

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

8 41. “Request for Exclusion” means an individual Settlement Class Member’s written and  
9 signed request to opt out of the Settlement Class.

10 42. “Settlement” means the settlement reflected by this Agreement.

11 43. “Settlement Administrator” means the class action settlement administrator to be retained  
12 by the Settlement Class, through Class Counsel, and approved by the Court, to carry out the Notice  
13 Program and administer the distribution process of the Net Settlement Fund.

14 44. “Settlement Amount” means a total of twenty-five million dollars and no cents  
15 (\$25,000,000).

16 45. “Settlement Class” means all natural persons in the United States who used any website,  
17 app, or service made available by or through GoodRx at any point prior to the issuance by the Court of  
18 the Preliminary Approval Order. Excluded from the Settlement Class are (a) Defendant and its affiliates,  
19 parents, subsidiaries, officers, and directors; (b) the Opt-Outs; (c) Co-Defendants; as well as (d) the judges  
20 presiding over this matter and the clerks of said judges.

21 46. “Settlement Class Members” means all Persons who are members of the Settlement Class.

22 47. “Settlement Fund” means the non-reversionary sum of the Settlement Amount, to be paid  
23 by Defendant as specified in this Agreement, plus any interest accrued, which shall be used as the only  
24 source of payment for all costs of the Settlement. Defendant’s funding obligation under this Settlement  
25 Agreement shall under no circumstances exceed the amount of the Settlement Fund.

26 48. “Settlement Website” means a dedicated website created and maintained by the Settlement  
27 Administrator, which will contain relevant documents and information about the Settlement, including the  
28 Complaint, Short-Form Notice, the Long-Form Notice, this Settlement Agreement, the Claim Form, and

1 important dates and deadlines, among other things as agreed upon by the Parties and approved by the  
2 Court as required.

3 49. “Short-Form Notice” means the written notice substantially in the form attached as **Exhibit**  
4 **C** to this Settlement Agreement.

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

10 **C. Certification of the Settlement Class**

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

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

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

23 **D. Settlement Fund**

24 1. Settlement Amount. Defendant agrees to make a payment of the Settlement Amount and  
25 deposit that payment into the Settlement Fund in accordance with the schedule described in Paragraph D.2  
26 (titled “Payment Timing”), which shall be available to pay taxes and Notice and Settlement Administration  
27 Costs incurred prior to entry of the Final Approval Order and Final Judgment. For the avoidance of doubt,  
28 and for purposes of this Settlement Agreement only, Defendant’s liability under this Agreement shall not

1 exceed the Settlement Amount, inclusive of Plaintiffs' Counsel's reasonable attorneys' fees and Litigation  
2 Expenses. The Releasing Parties shall look solely to the Settlement Fund for settlement and satisfaction,  
3 as provided herein, of all Released Claims for which the Released Parties are released by the Releasing  
4 Parties pursuant to this Agreement.

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

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

12 b. An amount of twenty-four million five hundred thousand dollars and no cents  
13 (\$24,500,000), shall be paid to the Settlement Fund within fourteen (14) days after the entry of the Final  
14 Approval Order.

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

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

25 4. Escrow Account. The Settlement Fund shall be deposited, in accordance with the schedule  
26 described in Paragraph D.2 (titled "Payment Timing"), in an appropriate qualified settlement fund  
27 established and maintained by the Settlement Administrator but shall remain subject to the jurisdiction of  
28 the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement

1 or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated, or  
2 cancelled.

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

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

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

25 7. Limitation of Liability.

26 a. Defendant and its counsel shall not have any responsibility for or liability  
27 whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement  
28 Administrator, or any of their respective designees or agents, in connection with the administration of the

1 Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the  
2 formulation, design, or terms of the disbursement of the Settlement Fund; (iv) any losses suffered by, or  
3 fluctuations in the value of the Settlement Fund; or (v) the payment or withholding of any taxes, expenses,  
4 and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.  
5 Defendant also shall have no obligation to communicate with Settlement Class Members and others  
6 regarding amounts paid under the Settlement.

7 **E. Release, Discharge, and Covenant Not to Sue**

8 1. Release of Released Claims. With respect to any and all Released Claims, the Parties  
9 stipulate and agree that upon the Effective Date and in consideration of the promises and covenants set  
10 forth in this Settlement Agreement, the Class Representatives expressly shall have, and by operation of  
11 the Final Judgment, the Releasing Parties shall have, fully, finally, and forever completely released,  
12 relinquished, and discharged the Released Parties from any and all Released Claims (the “Release”). The  
13 Releasing Parties may hereafter discover facts in addition to, or different from, those that they now know  
14 or believe to be true with respect to the subject matter of the Released Claims, but that it is their intention  
15 to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the  
16 release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such  
17 additional or different facts. In entering and making this Agreement, the Parties assume the risk of any  
18 mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake  
19 of fact or law.

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

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

26 c. Subject to Court approval, as of the Effective Date, Plaintiffs and all Releasing  
27 Parties shall be bound by this Settlement Agreement and the Release, and all of the Released Claims,  
28

1 including Unknown Claims, shall be dismissed with prejudice and released.

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

12 In addition, the Releasing Parties are deemed to have waived (i) the provisions of California Civil  
13 Code § 1542, which provides that a general release does not extend to claims that the creditor or releasing  
14 party does not know or suspect to exist in his or her favor at the time of executing the release and that, if  
15 known by him or her, would have materially affected his or her settlement with the debtor or released  
16 party, and (ii) any law of any state or territory of the United States that is similar, comparable, or equivalent  
17 to California Civil Code § 1542.

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

23 3. Attorney Liens. Class Counsel, Plaintiffs and Settlement Class Members represent and  
24 warrant that they are not aware of any attorney liens being issued with respect to the subject matter of this  
25 litigation, and they hereby indemnify Defendant in the event a valid attorney lien is in effect that was  
26  
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1 provided to them or that they were or should have been aware of.

2 **F. Cooperation**

3 1. Discovery.

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

11 b. Defendant shall provide reasonable cooperation in the Litigation, as described in  
12 this Section. All cooperation shall be coordinated in such a manner so that all unnecessary duplication and  
13 expense is avoided and with a view towards minimizing unnecessary burdens and costs to Defendants in  
14 connection with collecting, reviewing, and producing data that have not already been collected during the  
15 Litigation, related settlements and/or investigations by regulatory agencies.

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

23 d. Subject to the restrictions set forth in this Section, Defendant will provide  
24 cooperation to Class Representatives by producing to Class Counsel the following categories of  
25 documents in an equivalent format to that in which they were produced to government regulators,  
26 including any metadata included in such production, or, with respect to any documents not previously  
27 produced to government regulators, in a format to be agreed, to the extent that such documents are  
28 reasonably available and accessible to Defendant and have not already been produced to Class

1 Representatives in the Litigation. Unless otherwise agreed to as part of the discovery in the Litigation, the  
2 time period of the documents and data subject to production shall be between January 2017 and the  
3 issuance by the Court of the Preliminary Approval Order.

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

9 ii. Any Data or information shared with Co-Defendants that relates to or is the  
10 subject of the Data Disclosure.

11 iii. Non-privileged declarations or affidavits of Defendant's former and/or  
12 current directors, officers or employees concerning the allegations set forth in the Litigation  
13 to the extent such documents exist, are reasonably accessible to Defendant, and may be  
14 disclosed under applicable confidentiality or regulatory restrictions.

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

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

24 g. Defendant's obligations to cooperate are continuing until and shall terminate upon  
25 the date when final judgment in the Litigation has been rendered. Notwithstanding any other provision,  
26 any dispute as to Defendant's cooperation obligations will be resolved exclusively by, first, discussion  
27 among counsel for the Parties and, failing that, resolution by the Honorable Wayne Andersen (ret.) or, if  
28 unavailable, by another mediator at JAMS, Inc. (formerly known as Judicial Arbitration and Mediation



1 Services (“JAMS”)) as selected and agreed upon by the Parties. If the Parties are unable to agree within  
2 fifteen (15) calendar days, JAMS shall appoint the mediator. Class Counsel and Defendant’s Counsel will  
3 present the issue to the Honorable Wayne Andersen (ret.) or the other selected mediator through a joint-  
4 brief no longer than six (6) pages, with three (3) pages for each side as soon as practicable. If the dispute  
5 cannot be resolved on the papers, the Parties will jointly participate in a conference with the mediator to  
6 resolve the dispute.

7 2. Withdrawal of Motions. Plaintiffs shall withdraw any motions, pleadings, or other filings  
8 in which Plaintiffs seek any relief in the matter captioned *Hodges et al. v. GoodRx Holdings, Inc.*, No  
9 1:23-cv-24127 (S.D. Fla.) (“*Hodges*”), including Plaintiffs’ Motion to Intervene, Motion to Transfer, and  
10 Motion to Reconsider/Opposition to Preliminary Approval (ECF No. 9), pending in the United States  
11 District Court for the Southern District of Florida.

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

14 **G. Settlement Approval Process**

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

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

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

27 4. Final Approval Hearing.

28 a. If the Court preliminarily approves this Agreement, Plaintiffs shall request entry of

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

5 b. Any Settlement Class Member who wishes to appear at the Final Approval Hearing,  
6 whether pro se or through counsel, must, by the Objection Deadline, either mail, hand deliver to the Court,  
7 or file a notice of appearance in the Litigation, take all other actions or make any additional submissions  
8 as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the  
9 Court, and mail that notice and any other such pleadings to Class Counsel and Defendant's Counsel as  
10 provided in the Long-Form Notice.

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

15 6. No Admission.

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

20 b. This Settlement Agreement, and any of its terms, and any agreement or order  
21 relating thereto shall not be deemed to be or offered by any of the Parties or any Settlement Class Member  
22 to be received in any civil, criminal, administrative, or other proceeding, or utilized in any manner  
23 whatsoever as a presumption, a concession, or an admission of any fault, wrongdoing, or liability  
24 whatsoever on the part of Defendant or other Released Parties; provided, however, that nothing contained  
25 in this provision shall prevent this Settlement Agreement from being used, offered, or received in evidence  
26 in any proceeding to approve, enforce, or otherwise effectuate the Settlement Agreement or the Final  
27 Approval Order and Final Judgment, or to support the reasonableness, fairness, or good faith of any Party  
28 participating in the Settlement Agreement (or any agreement or order relating thereto) in any proceeding

1 in which the reasonableness, fairness, or good faith of any Party participating in the Settlement Agreement  
2 (or any agreement or order relating thereto) is in issue. This Settlement Agreement may, however, be  
3 filed and used in other proceedings, where relevant, to demonstrate the fact of its existence, including but  
4 not limited to Defendant filing the Settlement Agreement and/or the Final Approval Order and Final  
5 Judgment in any other action that has been or may be brought against it to support a defense or  
6 counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, waiver,  
7 judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense  
8 or counterclaim.

9 **H. Settlement Administration**

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

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

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

26 4. Settlement Administrator Review. The Settlement Administrator will review and evaluate  
27 each Claim Form for validity, timeliness, and completeness. If, in the determination of the Settlement  
28 Administrator, the Settlement Class Member submits a timely but incomplete Claim Form, the Settlement

1 Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class  
2 Member shall have twenty (20) days from the date of the written notice to cure the deficiencies. If the  
3 defect is not cured within the 20-day period, then the Claim will be deemed invalid.

4 5. Distribution.

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

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

20 6. Integrity of Claims.

21 a. The Settlement Administrator shall have the right to audit Claim Forms for validity  
22 and fraud. If at any time during the Claims process, the Settlement Administrator has a reasonable  
23 suspicion of fraud, the Settlement Administrator shall immediately notify Class Counsel of that fact and  
24 the basis for its suspicion. The Settlement Administration and Class Counsel shall endeavor to reach an  
25 agreed-upon solution to any suspected fraud and, if necessary and agreed upon by Class Counsel and the  
26 Settlement Administrator, Class Counsel and/or the Settlement Administrator will promptly seek  
27 assistance from the Court.  
28

1           7.     Distribution Process.

2           a.     Subject to the terms and conditions of this Settlement Agreement, within forty-five  
3 (45) days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment,  
4 via check or an electronic payment platform (a “Claim Payment”), to each Authorized Claimant for their  
5 *pro rata* share of the Net Settlement Fund, in accordance with the following distribution procedures:

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

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

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

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

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

26           e.    Each Claim Payment requested via an electronic payment platform will be  
27 processed according to the Authorized Claimant’s electronic payment platform election. If the Authorized  
28 Claimant fails to provide sufficient information to successfully transmit the Claim Payment via the

1 selected electronic payment platform, a check will be sent to the Authorized Claimant. Once the  
2 Settlement Administrator transmits the Claim Payment via the requested electronic payment platform, no  
3 reissuance of the Claim Payment may be requested.

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

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

13 **I. Class Notice**

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

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

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

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

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

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

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

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

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

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

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

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

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

27 **J. Objections to Settlement**

28 1. Any Settlement Class Member who has not excluded themselves and wishes to object to

1 the proposed Settlement Agreement must file with the Court a written objection to the Settlement  
2 (“Objection”) at the addresses set forth in the Long-Form Notice.

3 2. Each Objection must (i) set forth the Settlement Class Member’s full name, current address,  
4 telephone number, and email address; (ii) contain the Settlement Class Member’s original signature;  
5 (iii) contain proof or an attestation that the Settlement Class Member is a member of the Settlement Class;  
6 (iv) state whether the objection applies only to the Settlement Class Member, to a specific subset of the  
7 Settlement Class, or to the entire Settlement Class; (v) set forth a statement of the legal and factual basis  
8 for the objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit  
9 in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any;  
10 (viii) contain the signature of the Settlement Class Member’s duly authorized attorney or other duly  
11 authorized representative, if any, along with documentation setting forth such representation; and (ix)  
12 contain a list, including case name, court, and docket number, of all other cases in which the objecting  
13 Settlement Class Member and/or the objecting Settlement Class Member’s counsel has filed an objection  
14 to any proposed class action settlement in the past three (3) years.

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

18 4. Class Counsel and Defendant’s Counsel may, but need not, respond to the Objections, if  
19 any, by means of a memorandum of law served prior to the Final Approval Hearing.

20 5. An objecting Settlement Class Member has the right, but is not required, to attend the Final  
21 Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval  
22 Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as  
23 well as serve the notice on Class Counsel and Defendant’s Counsel) by the Objection Deadline.

24 6. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing  
25 through counsel, he or she must also identify: (i) the attorney(s) representing the objecting Settlement  
26 Class Member who will appear at the Final Approval Hearing by including counsel’s name, address, phone  
27 number, email address, the state bar(s) to which counsel is admitted, as well as associated state bar  
28 numbers; (ii) any witnesses he or she may seek to call to testify (including the Settlement Class Members)



1 at the Final Approval Hearing and the nature of the witness's expected testimony; and (iii) all exhibits he  
2 or she intends to seek to introduce into evidence.

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

11 **K. Opting Out of the Settlement Class**

12 1. Opt-Out Procedure. Subject to Court approval, each Person wishing to opt out of the  
13 Settlement Class shall have the right to exclude themselves from the Settlement Class pursuant only to the  
14 procedure set forth in this Agreement and the applicable Class Notice. Each Person wishing to opt out of  
15 the Settlement Class shall timely submit a Request for Exclusion to the designated Post Office box  
16 established by the Settlement Administrator. The Request for Exclusion must clearly identify the  
17 individual Person wishing to opt out of the Settlement Class and must manifest the Person's intent to opt  
18 out of the Settlement Class in the Litigation. To be effective, the Request for Exclusion must be  
19 postmarked no later than the Opt-Out Date.

20 2. Failure to Properly Exclude. Subject to Court approval, a Request for Exclusion that does  
21 not comply with all of the provisions set forth in the applicable Class Notice will be invalid, and the Person  
22 serving such an invalid request shall remain a Settlement Class Member and shall be bound by the  
23 Agreement upon entry of the Final Judgment.

24 3. Identification of Opt-Outs. Within seven (7) days after the Opt-Out Date, the Settlement  
25 Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have timely and  
26 validly excluded themselves from the Settlement Class and, upon request, copies of all completed  
27 Requests for Exclusion. Class Counsel shall identify the Opt-Outs to the Court (if any), no later than ten  
28

1 (10) days before the Final Approval Hearing.

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

9 **L. Attorneys' Fees, Costs, and Expenses**

10 1. Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed  
11 33.33% of the Settlement Fund (\$8,333,333.33) plus reasonable Litigation Expenses. The Attorneys' Fees  
12 and Expenses Award shall be paid within twenty-one (21) days after entry of the Final Approval Order  
13 and an order awarding such attorneys' fees and expenses, notwithstanding the existence of any timely  
14 filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the  
15 awarded fees and expenses, the Settlement, or any part thereof. Payment of the Attorneys' Fees and  
16 Expenses Award shall be made via wire transfer to an account or accounts designated by Class Counsel  
17 after providing necessary information for electronic transfer. The Attorneys' Fees and Expenses Award  
18 paid to Plaintiffs' Counsel will be subject to potential repayment pursuant to the terms set forth below.  
19 For the avoidance of doubt, the Attorneys' Fees and Expenses Award shall be paid from the Settlement  
20 Fund.

21 2. Each Class Counsel or Plaintiffs' Counsel receiving any portion of the Attorneys' Fees and  
22 Expenses Award, as a condition of receiving such payment, agrees on behalf of itself and each equity  
23 partner and/or shareholder of it that the law firm and its equity partners and/or shareholders are subject to  
24 the jurisdiction of the Court for the purpose of enforcing the provisions of this Section. Class Counsel  
25 executing this Settlement stipulate, warrant, and represent that they have actual authority to enter into the  
26 obligations set forth in this Section on behalf of each of their firms, and the shareholders, members, and/or  
27 partners of that law firm respectively. In the event that the Effective Date does not occur, or the Final  
28 Approval Order or the order granting an Attorneys' Fees and Expenses Award is reversed or modified by

1 a final non-appealable order, or this Settlement Agreement is canceled or terminated for any other reason,  
2 and such reversal, modification, cancellation or termination becomes final and not subject to review, and  
3 in the event that the Attorneys' Fees and Expenses Award has been paid to any extent, then Plaintiffs'  
4 Counsel with shall, within ten (10) business days from receiving notice from Defendant's Counsel or from  
5 a court of appropriate jurisdiction, refund to the Settlement Fund such portion of the Attorneys' Fees and  
6 Expenses Award previously paid to them from the Settlement Fund plus interest thereon at the same rate  
7 as earned on the Settlement Fund, consistent with such reversal or modification. If the Attorneys' Fees  
8 and Expenses Award is reduced on appeal, but all other terms of the Settlement Agreement remain in full  
9 effect, Plaintiffs' Counsel shall repay the portion by which the Attorneys' Fees and Expenses Award is  
10 reduced and interest earned thereon at the same rate as earned on the Settlement Fund. This partial  
11 repayment of the Attorneys' Fees and Expenses Award shall be applied to the Settlement Fund and  
12 distributed in accordance with the terms of the Settlement Agreement. If Plaintiffs' Counsel fails to repay  
13 any portion of the Attorneys' Fees and Expenses Award as required by this Section, the Court shall, upon  
14 application by Defendant and notice to Plaintiffs' Counsel, issue such orders as appropriate to compel  
15 compliance by Plaintiffs' Counsel and their law firm, and shall award reasonable attorneys' fees and  
16 expenses incurred by Defendant in connection with the enforcement of this Section. Neither the death,  
17 incapacitation, personal bankruptcy, or disbarment of any of Plaintiffs' Counsel nor the dissolution,  
18 winding up, bankruptcy, merger, acquisition, or other change in the composition or solvency of their law  
19 firm shall in any way affect the obligations of Plaintiffs' Counsel in this Paragraph. All obligations set  
20 forth in this Paragraph shall expire upon the Effective Date.

21 3. Class Counsel will file applications with the Court for the requested Attorneys' Fees and  
22 Expenses Award no later than thirty-five (35) days prior to the Objection Deadline. Without the Parties  
23 having discussed the issue of attorneys' fees at any point in their negotiations, and with no consideration  
24 given or received, Class Counsel has elected to limit its petition for attorneys' fees to no more than 33.33%  
25 of the Settlement Fund (\$8,333,333.33), plus reimbursement of expenses. Payment of the Attorneys' Fees  
26 and Expenses Award shall be made from the Settlement Fund and should Class Counsel seek or be  
27 awarded a lesser amount, the difference in the amount sought and/or the amount ultimately awarded to  
28 Plaintiffs' Counsel shall remain in the Settlement Fund for distribution to eligible Settlement Class

1 Members. Defendant is not responsible for Plaintiffs' Counsel's allocation of the Attorneys' Fees and  
2 Expenses Award amongst themselves.

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

7 **M. Termination**

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

- 10 a. The Court denies preliminary approval of this Settlement Agreement;  
11 b. The Court denies final approval of this Settlement Agreement;  
12 c. The Court does not certify the Settlement Class in accordance with the specific  
13 Settlement Class definition in this Agreement;  
14 d. The Court does not enter the Final Approval Order and Final Judgment;  
15 e. The Final Approval Order and Final Judgment do not become Final by reason of a  
16 higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order  
17 or orders approving the Settlement on the terms set forth herein; or

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

23 2. Notice of Termination. If a Party elects to terminate this Settlement Agreement under this  
24 Section M, that Party must provide written notice to the other Party's counsel by hand delivery, mail, or  
25 email within seven (7) days of the occurrence of the condition permitting termination. In the event the  
26 occurrence permitting termination is the circumstances addressed in Paragraph M.1.f, Class Counsel shall  
27 have forty-five (45) days or such longer period as agreed to by the Parties to address the number of  
28

1 Settlement Class Members who have excluded themselves from the Settlement Class in an effort to reduce  
2 that number below the number specified in Paragraph M.1.f.

3 3. Termination of Settlement.

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

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

25 c. In the event that this Agreement does not become Final, or this Agreement  
26 otherwise is rescinded or terminated, then this Agreement shall be of no force or effect and any and all  
27 parts of the Settlement Fund (other than Notice and Settlement Administration Costs reasonably and  
28 actually incurred), along with any income accrued thereon, shall be returned in full to Defendant. Such

1 payments will be made within ten (10) business days of rescission, termination, or the Court's final  
2 determination denying final approval of the Agreement and/or any of the Settlement Classes, whichever  
3 occurs first. The Parties expressly reserve all of their rights if this Agreement is rescinded or does not  
4 become final.

5 **N. Effective Date**

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

- 8 a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- 9 b. Plaintiffs have withdrawn any motions, pleadings, or other filings in which  
10 Plaintiffs seek any relief in the matter captioned *Hodges et al. v. GoodRx Holdings, Inc.*, No 1:23-cv-  
11 24127 (S.D. Fla.), including Plaintiffs' Motion to Intervene, Motion to Transfer, and Motion to  
12 Reconsider/Opposition to Preliminary Approval (ECF No. 9), pending in the United States District Court  
13 for the Southern District of Florida, and orders have been entered by the *Hodges* court approving or  
14 granting any such withdrawals;
- 15 c. Orders have been entered by the Court certifying the Settlement Class, granting  
16 preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form,  
17 all as provided above;
- 18 d. The Settlement Amount has been paid to the Settlement Fund;
- 19 e. The Court-approved Short-Form Notice has been sent and included in the Email  
20 Notice; other notice required by the Notice Program has been effectuated as ordered by the Court;
- 21 f. The Court has entered a Final Approval Order and Final Judgment finally  
22 approving this Settlement Agreement, as provided above; and
- 23 g. The Final Judgment becomes Final or if the Final Judgment is modified, the Parties  
24 agree to the modifications and withdraw any pending appeals, and such document is finally entered.

25 **O. Miscellaneous**

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

28

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

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

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

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

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

26          7.     Notice. Any and all notices, requests, consents, directives, or communications by any Party  
27 intended for any other Party related to this Agreement shall be in writing and shall, unless expressly  
28 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 Defendant’s Counsel or Defendant 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

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. Defendant 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 Defendant 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



1 include any counsel, Person, or firm who claims that they are entitled to a share of any Attorneys' Fees  
2 and Expenses Award in this Litigation.

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

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

17 14. Authorization. Each signatory below warrants that he or she has authority to execute this  
18 Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement  
19 Agreement.  
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DATED: November 25, 2024

**KIRKLAND & ELLIS LLP**

By: Olivia Adendorff

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*Attorneys for Defendant GoodRx Holdings, Inc.*

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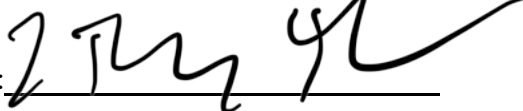
DATED: November 25, 2024

**LOWEY DANNENBERG, P.C.**

By: 

Christian Levis (*pro hac vice*)  
Amanda Fiorilla (*pro hac vice*)  
Rachel Kesten (*pro hac vice*)  
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*Interim Co-Lead Class Counsel*

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**ZIMMERMAN LAW OFFICES, P.C.**

Thomas A. Zimmerman, Jr. (*pro hac vice*)

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Telephone: (312) 440-0020  
Facsimile: (312) 440-4180

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**MOYA LAW FIRM**  
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**SHUB & JOHNS LLC**  
Jonathan Shub #237708  
Benjamin F. Johns (*pro hac vice*)  
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Conshohocken, PA 19428  
Telephone: (610) 585-1195  
jshub@shublawyers.com  
bjohns@shublawyers.com  
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**

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] Final Approval Hearing Thereon and Settlement Class Members’ Rights** and the **Class Action Settlement Agreement and Release** between Plaintiffs and GoodRx Holdings, Inc., which are available at the Settlement Website, [www.\\_\\_\\_\\_\\_.com](http://www._____.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 may be received.

**I. CLAIMANT INFORMATION**

Please provide all of the required information below. The Settlement Administrator will use this information for all communications relevant to this Settlement Payment Claim Form. If this information changes after the submission of this form, please notify the Settlement Administrator in writing. If you are completing and signing this Settlement Payment Claim Form on behalf of the Claimant, you must attach documentation showing your authority to act on behalf of Claimant.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

**SAVE TIME BY SUBMITTING YOUR CLAIM ONLINE AT  
WWW.XXXXXXXXXXXXXXXXXX.COM**

**QUESTIONS? EMAIL \_\_\_\_\_@\_\_\_\_\_, OR CALL 1-XXX-XXX-XXXX.**

**II. PAYMENT ELECTION**

For payment of reimbursement of your *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 pre-populated address on page 1 of this form. Please be sure to complete the Claimant Information section if you need to update your address.

**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 point prior to the issuance by the Court of the Preliminary Approval Order.

**I CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS SETTLEMENT CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.**

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name of Claimant

\_\_\_\_\_  
Date (MM/DD/YY)

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

XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

**SAVE TIME BY SUBMITTING YOUR CLAIM ONLINE AT  
WWW.XXXXXXXXXXXXXXXXXX.COM**

**QUESTIONS? EMAIL \_\_\_\_\_@\_\_\_\_\_, OR CALL XXX-XXX-XXXX.**

**EXHIBIT B**

**LONG FORM NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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 CLAIM FORM ("CLAIM FORM") ON OR BEFORE [DATE] OR MAIL YOUR CLAIM FORM TO THE ADDRESS IN QUESTION 11 SO THAT IT IS RECEIVED 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 POINT PRIOR TO THE ISSUANCE BY THE COURT OF THE PRELIMINARY APPROVAL ORDER [DATE].

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

This Notice is available because, as alleged by Plaintiffs, GoodRx disclosed certain Data to Meta Platforms, Inc. (f/k/a Facebook, Inc.) ("Meta"), Google LLC ("Google"), Criteo Corp. ("Criteo") (collectively, "Co-Defendants"), or other third parties or vendors as a result of any use, including but not limited to 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, 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 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 the Co-Defendants without their consent. GoodRx denies 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 has agreed to pay a sum of twenty-five million U.S. Dollars (\$25,000,000) (the “Settlement Amount”) into a Settlement Fund that will be used to compensate eligible Settlement Class Members that file a valid and timely Claim Form. 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.\_\_\_\_\_.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.\_\_\_\_\_.com (the “Settlement Website”).

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	<b>Get no payment from the Settlement.</b> 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. <i>See</i> Question 16.
<b>FILE A CLAIM FORM</b>	<b>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 so that it is received no later than [DATE].</b> <i>See</i> Question 11.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<b>Get no payment from the Settlement.</b> If you wish to exclude yourself from the Settlement, you must submit a written request by U.S. Mail or other delivery service so that it is received by [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. <i>See</i> Questions 17 – 21.
<b>OBJECT TO THE SETTLEMENT</b>	<b>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].</b> If you wish to object to the Settlement, you must file a written objection with the Court and serve copies on Class Counsel and GoodRx’s counsel by this date. You must be and remain a Settlement Class Member to object. <i>See</i> Questions 22 and 23.
<b>GO TO THE FINAL APPROVAL HEARING</b>	<b>You may ask the Court for permission to speak about the Settlement</b> 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 and GoodRx’s counsel by

	[DATE]. The Final Approval Hearing is scheduled for [DATE]. <i>See</i> Questions 26 - 28.
<b>APPEAR THROUGH AN ATTORNEY</b>	<b>You may enter an appearance through your own counsel at your own expense.</b> <i>See</i> 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.\\_\\_\\_\\_\\_.com](http://www._____.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, 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 before the Court decides whether to approve the Settlement.

This Notice explains the cases in the consolidated litigation,<sup>1</sup> *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 Class Action Settlement Agreement and Release with GoodRx (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 the Co-Defendants through GoodRx's incorporation of the Co-Defendants' technologies on the GoodRx platform.

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<sup>1</sup> 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 and the Co-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 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 the Co-Defendants without their consent.

GoodRx disputes Plaintiffs' allegations and denies that it violated any law. GoodRx further maintains that it has 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 has agreed to settle the claims asserted against it in this Litigation, and to pay a total of twenty-five million U.S. Dollars (\$25,000,000) for the benefit of the Settlement Class to resolve the Settlement Class's claims against it. This Settlement does not include the claims Plaintiffs maintain against the Co-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 Plaintiffs will continue to pursue their claims against GoodRx along with their claims against the Co-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 the Co-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. The parties then engaged in a second mediation on March 7, 2024 before the Honorable Wayne Andersen that lasted a full day. The parties made significant progress and following multiple telephonic conferences, reached a 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's conduct. GoodRx does not admit the allegations made by Plaintiffs, believes that it has meritorious defenses to Plaintiffs' allegations, and believes 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 believes Plaintiffs would have received nothing if the Litigation had continued to trial.

The Court has not decided in favor of either Plaintiffs or GoodRx. Instead, Class Counsel engaged in negotiations with GoodRx 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 has agreed to pay a total of twenty-five million U.S. Dollars (\$25,000,000) 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 all Released Claims against the Released Parties will be released by the Releasing Parties. If the Settlement is not approved, GoodRx will remain as defendants in the Litigation, and Plaintiffs will continue to pursue their claims against GoodRx and the Co-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 point prior to the issuance by the Court of the Preliminary Approval Order.

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 No. 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) Defendant and its affiliates, parents, subsidiaries, officers, and directors; (b) the Opt-Outs; (c) Co-Defendants; as well as (d) the judges presiding over this matter and the clerks of said judges.

#### **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.\_\_\_\_.com for more information.

### **THE SETTLEMENT BENEFITS**

#### **10. What Does The Settlement Provide?**

GoodRx has agreed to pay a sum of twenty-five million U.S. Dollars (\$25,000,000) 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) Taxes (ii) Claims Administration Costs; (iii) attorneys' fees and expenses awarded by the Court; and (iv) any service awards approved by the Court, are paid. The Settlement gives GoodRx the right, but not the obligation, in its 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 and received by [DATE] at:

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 payments 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 from 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. 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 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, the Defendant [GoodRx], its 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 Defendant’s 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 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 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.

If you want to receive money from the Settlement, do not exclude yourself. You must file a Claim Form in order 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 received by the Settlement Administrator 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 of the Litigation (*Jane Doe et al. v. GoodRx Holdings, Inc., et al.*, Case No 3:23-cv-00501 (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 Short Form Notice provided by the Settlement Administrator that identifies you as a Settlement Class Member; (iv) include the 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 For The Same Thing Later?**

No. Unless you exclude yourself from this Settlement, you give up any right to sue GoodRx 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 Litigation Expenses, and/or the motion for any service awards for Plaintiffs. You can give reasons why you think the Court should approve them or not. You can't 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 (*Jane Doe et al. v. GoodRx Holdings, Inc., et al.*, Case No 3:23-cv-00501 (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 the Person 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 has 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 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.\\_\\_\\_\\_\\_.com](http://www._____.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 by 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 \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_) in Litigation Expenses. Plaintiffs may also seek service awards separate from the Claims Payment not to exceed \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_) 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.\\_\\_\\_\\_\\_.com](http://www._____.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 Clerk of Court a notice of appearance and your objection, and serving copies of your objection on Class Counsel and GoodRx's Counsel at the addresses set forth in question 22, such that they are received 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.\\_\\_\\_\\_\\_.com](http://www._____.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, 16<sup>th</sup> 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: \_\_\_\_\_, 2024

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 point prior to [Date of Preliminary Approval Order], your rights may be affected by a pending class action settlement and you may be entitled to a portion of the settlement fund.**

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This Summary Notice is to alert Settlement Class Members to a proposed \$25,000,000 settlement with GoodRx 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 on \_\_\_\_\_, 2024.

### **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 Meta, Google, and Criteo (collectively the “Co-Defendants”) through GoodRx’s incorporation of the Co-Defendants’ technologies (i.e., software development kits (“SDKs”) and JavaScript pixels (“Pixels”)) on the GoodRx platform.

Plaintiffs allege that GoodRx’s 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. The lawsuit seeks compensation for people whose personal information was disclosed by these practices. GoodRx disputes Plaintiffs’ allegations, denies that they violated any law, and maintains that it has 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 has agreed to pay \$25,000,000 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 administration and notice costs, court-awarded attorneys’ fees and expenses, and any service award are deducted. If the Settlement is approved, the action will be resolved against GoodRx, and Plaintiffs will continue to pursue their claims against the non-settling Defendants. If the Settlement is not approved, the action will continue against GoodRx and the non-settling 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 point prior to the issuance by the Court of the Preliminary Approval Order, which occurred on [DATE].

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 Settlement Agreement. If you are not sure if you are included in the

Settlement Class, you can get more information, including the detailed Notice and the Settlement Agreement, at [www.\\_\\_\\_\\_\\_.com](http://www._____.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.\\_\\_\\_\\_\\_.com](http://www._____.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 as explained in the detailed Notice and Settlement Agreement, which are available at [www.\\_\\_\\_\\_\\_.com](http://www._____.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, Class Counsel’s request for attorneys’ fees, payment of litigation costs and expenses, and Plaintiffs’ request for 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.\\_\\_\\_\\_\\_.com](http://www._____.com) as soon as is practicable.

**For more information, call toll-free 1-XXX-XXX-XXXX or visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com).**

**\*\*\*Please do not call the Court or the Clerk of the Court for information about the Settlement.\*\*\***



**EXHIBIT D**

**PRELIMINARY APPROVAL ORDER**

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 SAN FRANCISCO DIVISION

4 JANE DOE, et al., individually and on behalf of  
5 all others similarly situated,

6 Plaintiffs,

7 v.

8 GOODRX HOLDINGS, INC., et al.,

9 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**

11  
12 Plaintiffs on behalf of the Settlement Class, having applied for an order preliminarily approving  
13 the proposed settlement (“Settlement”) of this litigation (the “Litigation”) against GoodRx Holdings, Inc.  
14 (“GoodRx” or “Defendant”) in accordance with the Class Action Settlement Agreement and Release  
15 entered into on \_\_\_\_\_, 2024 (the “Settlement Agreement”) between Plaintiffs and GoodRx; the  
16 Court having read and considered the memorandum of law in support of this Motion, the Settlement  
17 Agreement, accompanying documents, and the record herein; and Plaintiffs and GoodRx (collectively, the  
18 “Parties”) having consented to the entry of this Order,

19 NOW, THEREFORE, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, upon application of the  
20 Parties,

21 **IT IS HEREBY ORDERED THAT:**

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

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

27 3. Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and  
28 adequate, otherwise meets the criteria for approval under Rules 23(a) and 23(b)(3) of the Federal Rules of

1 Civil Procedure and warrants issuance of notice to the Settlement Class. The Court finds it will likely be  
2 able to approve the Settlement and certify the Settlement Class for purposes of judgment.

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

5 All natural persons in the United States who used any website, app, or service made  
6 available by or through GoodRx at any point prior to the issuance by this Court of the  
7 Preliminary Approval Order [DATE].

8 Excluded from the Settlement Class are: (a) Defendant, GoodRx, and its affiliates, parents, subsidiaries,  
9 officers, and directors; (b) the Opt-Outs; (c) Co-Defendants (Meta Platforms, Inc., Google LLC, and  
10 Criteo Corp., collectively); as well as (d) the judges presiding over this matter and the clerks of said judges.

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

- 14 a. the Settlement Class is so numerous that joinder of all members is impracticable;
- 15 b. there are questions of law or fact common to the Settlement Class;
- 16 c. Plaintiffs' claims are typical of those of Settlement Class Members;
- 17 d. Plaintiffs and Class Counsel (defined below) fairly and adequately represent the Settlement  
18 Class;
- 19 e. common issues predominate over any individual issues affecting Settlement Class  
20 Members; and
- 21 f. settlement of the Litigation on a class action basis is superior to other means of resolving  
22 this matter.

23 6. The proposed Settlement is preliminarily approved. The Court finds that the Settlement  
24 was entered into at arm's length by experienced counsel and is sufficiently within the range of  
25 reasonableness, fairness, and adequacy, and that notice of the Settlement should be given as provided in  
26 this Order because the Court will likely be able to approve the Settlement under Rule 23(e)(2) of the  
27 Federal Rules of Civil Procedure.  
28

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

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

6 9. The Court appoints \_\_\_\_\_ as Settlement Administrator for purposes of the  
7 Settlement.

8 10. A hearing will be held on a date of the Court's convenience on or after \_\_\_\_\_,  
9 20\_\_ at \_\_\_\_\_ [a.m./p.m.] (at least 150 days after entry of this Order) in Courtroom \_\_\_ of this  
10 Courthouse before the undersigned, to consider the fairness, reasonableness, and adequacy of the  
11 Settlement (the "Final Approval Hearing"). The foregoing date, time, and place of the Final Approval  
12 Hearing shall be set forth in the notice to the Settlement Class, which is ordered herein, but shall be subject  
13 to adjournment or change by the Court without further notice to Settlement Class Members, other than  
14 that which may be posted at the Court or on the Settlement Website at www.\_\_\_\_\_.com.

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

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

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

1 based on the Released Claims; and (iii) from attempting to effect an opt-out of a group, class, or subclass  
2 of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on the  
3 Released Claims.

4 14. No later than forty-five (45) days after entry of this Order (hereinafter, the “Notice Date”),  
5 the Settlement Administrator will commence sending notice to the Settlement Class, in the form (without  
6 material variation) of the Short Form Notice, Exhibit \_\_\_ to the Settlement Agreement, Exhibit \_ to the  
7 Joint Declaration of \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_, 2024 filed in support of this Motion (the “Joint  
8 Decl.”) and the Settlement Payment Claim Form, attached as Exhibit \_\_\_ to the Joint Decl., as described  
9 in the proposed notice plan described in the Declaration of \_\_\_\_\_ re: the Proposed Notice Plan (“Notice  
10 Plan”). The Short Form Notice will direct Settlement Class Members to the Settlement Website to access  
11 the Long Form Notice in the form (without material variation) of Exhibit \_\_\_ to the Settlement Agreement.  
12 The Long Form Notice sets forth, among other information, further details about the Settlement and the  
13 options for Settlement Class Members to request payment from the Settlement Fund.

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

22 16. The Settlement Administrator shall maintain a toll-free interactive voice response  
23 telephone system containing recorded answers to frequently asked questions, along with an option  
24 permitting callers to leave messages in a voicemail box. The Settlement Administrator shall also maintain  
25 an e-mail address to receive and respond to correspondence from Settlement Class Members.

26 17. The Court approves in form and substance the Notice Plan and the forms of notice to the  
27 Settlement Class reflected in the proposed Long Form and Short Form Notices. The Notice Plan and forms  
28 of notice to the Class (i) are the best notice practicable under the circumstances; (ii) are reasonably

1 calculated, under the circumstances, to apprise Settlement Class Members of the pendency and status of  
2 this Litigation and of their right to object to or exclude themselves from the proposed Settlement; (iii) are  
3 reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice of  
4 the Final Approval Hearing; and (iv) fully satisfy all applicable requirements of Rule 23 of the Federal  
5 Rules of Civil Procedure, Due Process, and any other applicable rules or laws. Non-material modifications  
6 to the forms of notice to the Class may be made without further order of the Court.

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

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

- 19 a. The case name of the Litigation;
- 20 b. The Settlement Class Member's full name, current address, telephone number, and email  
21 address;
- 22 c. The Settlement Class Member's original signature;
- 23 d. Proof or an attestation that the Settlement Class Member is a member of the Settlement  
24 Class, which proof may include the claimant ID code and other information included on  
25 the Short Form Notice provided by the Settlement Administrator that identifies the Person  
26 as a Settlement Class Member;
- 27 e. A statement of whether the objection applies only to the Settlement Class Member, to a  
28 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 (as well as serve the notice on Class Counsel and GoodRx’s counsel) 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; or sent via first class, postage-prepaid United States Mail, postmarked no later than the Objection Deadline to the Clerk of Court at the addresses below.

<b>COURT</b>
Mark B. Busby Clerk of Court United States District Court for the Northern District of California 450 Golden Gate Avenue, Box 36060 San Francisco, CA 94102

1  
2 22. Any objection to the Settlement submitted by a Settlement Class Member pursuant to  
3 paragraphs 19-21 of this Order must be signed by the Settlement Class Member (and if applicable his, her,  
4 or its legally authorized representative), even if the Settlement Class Member is represented by counsel.  
5 The right to object to the proposed Settlement must be exercised individually by the Settlement Class  
6 Member and not as a member of a group, class, or subclass, except that such objections may be submitted  
7 by the Settlement Class Member’s legally authorized representative.

8 23. Any Settlement Class Member who fails to comply with the requirements for objecting in  
9 writing described in paragraphs 19-22 of this Order: shall be deemed to have waived any such objection,  
10 shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing,  
11 and shall be precluded from seeking any review of the Settlement by appeal or any other means. Such  
12 Settlement Class Members shall be bound by all terms of the Settlement Agreement and by all  
13 proceedings, orders, and judgments in the Litigation. Any challenge to the Settlement Agreement and the  
14 Final Approval Order and Judgment approving this Settlement Agreement shall be pursuant to appeal  
15 under the Federal Rules of Appellate Procedure and not through a collateral attack.

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

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

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

26 27. The written Request for Exclusion must:

- 27 a. Identify the case name 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 GoodRx.

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

32. The Settlement Administrator shall furnish Class Counsel and GoodRx's Counsel with copies of any and all Requests for Exclusions, objections, notices of intention to appear, and other

1 communications that come into its possession (except as otherwise expressly provided in the Settlement  
2 Agreement) as soon as is practicable following receipt.

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

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

25 35. All costs incurred by the Settlement Administrator in effectuating the Notice Plan and  
26 administering the Settlement, including any Taxes and Notice and Administration Costs, shall be paid  
27 from the Settlement Fund, pursuant to the Settlement Agreement without further order of the Court.  
28

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

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

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

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

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

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

26           42. This Order shall become null and void and shall be without prejudice to the rights of  
27 Plaintiffs and GoodRx, all of which shall be restored to their respective positions existing immediately  
28 before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated

1 in accordance with the terms of the Settlement. In such event, the Settlement shall become null and void  
 2 and be of no further force and effect, and neither the Settlement (including any Settlement-related filings)  
 3 nor the Court’s orders, including this Order, relating to the Settlement shall be used or referred to for any  
 4 purpose whatsoever.

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

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

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

21 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) 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

Event	Date
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**

**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 Defendant GoodRx Holdings, Inc. (“GoodRx” or “Defendant”), which was consented to by GoodRx. Due and adequate notice of the Class Action Settlement Agreement and Release entered into on \_\_\_\_\_, 2024 (the “Settlement Agreement”) between Plaintiffs and GoodRx 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, GoodRx (in this Litigation only and for purposes of this Settlement only) and all Settlement Class Members.

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

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

5                   All natural persons in the United States who used any website, app, or service  
6                   made available by or through GoodRx at any point prior to the issuance by  
7                   the Court of the Preliminary Approval Order [Date].

8           5.       The Court finds that, solely for purpose of settlement, the Settlement Class meets all of the  
9 applicable requirements of FED. R. CIV. P. 23(a) and (b)(3). The Court hereby finds, in the specific context  
10 of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class  
11 Members is impracticable, FED. R. CIV. P. 23(a)(1); (ii) common questions of law and fact exist with  
12 regard to GoodRx's alleged conduct with regard to the Data Disclosure, FED. R. CIV. P. 23(a)(2); (iii)  
13 Plaintiffs' claims in this litigation are typical of those of the Settlement Class Members, FED. R. CIV. P.  
14 23(a)(3); and (iv) Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent  
15 Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiffs  
16 and Class Counsel have adequately represented the interests of all Settlement Class Members, FED. R.  
17 CIV. P. 23(a)(4). The Court also finds that common issues of fact and law predominate over any questions  
18 affecting only individual members and that a class action is superior to other available methods for fairly  
19 and efficiently adjudicating this controversy. FED. R. CIV. P. 23(b)(3).

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

23           7.       The Court finds that the Short Form Notice, the Long Form Notice, website, and Notice  
24 Program implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order:  
25 (a) constituted the best notice practicable under the circumstances; (b) constituted notice that was  
26 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of  
27 this Litigation, of their right to exclude themselves from or object to the proposed Settlement, of their right  
28 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)



1 provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the  
2 foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23 and Due  
3 Process. Based upon GoodRx’s submission to the Court dated \_\_\_\_\_, the Court further finds  
4 that GoodRx has fully complied with the notice and other obligations imposed on it under the Class Action  
5 Fairness Act of 2005, 28 U.S.C. § 1715.

6 8. The Court finds that \_\_\_\_ Settlement Class Members have validly requested to be excluded  
7 from the Settlement Class (“Opt-Out Members”), and those Opt-Out Members are identified in **Exhibit**  
8 **A**.

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

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

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

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

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

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

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

21 <sup>2</sup> As set forth in the Settlement Agreement, “Released Parties” means jointly and severally, individually  
22 and collectively, the Defendant, its predecessors; successors; assigns; insurers; and any and all past,  
23 present, and future parents, owners, subsidiaries, divisions, departments, and affiliates, and all of their  
24 past, present, and future heirs, executors, devisees, administrators, officers, executives, directors,  
25 stockholders, partners, members, agents, attorneys, advisors, auditors, accountants, contractors, servants,  
26 employees, representatives, insurers, and assignees.

27 <sup>3</sup> As set forth in the Settlement Agreement, “Released Claims” means any and all manner of claims,  
28 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 Defendant’s 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.

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

3 15. In addition, the Releasing Parties are deemed to have waived (i) the provisions of California  
4 Civil Code § 1542, which provides that a general release does not extend to claims that the creditor or  
5 releasing party does not know or suspect to exist in his or her favor at the time of executing the release  
6 and that, if known by him or her, would have materially affected his or her settlement with the debtor or  
7 released party, and (ii) any law of any state or territory of the United States that is similar, comparable, or  
8 equivalent to California Civil Code § 1542.

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

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

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

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

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

23           21.     The Court permanently bars and enjoins Plaintiffs and all Releasing Parties from: (a) filing,  
24 commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other  
25 lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on or  
26 relating to any Released Claim, or the facts and circumstances relating thereto, against any of the Released  
27 Parties; or (b) organizing or soliciting the participation of Settlement Class Members in a separate class  
28

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

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

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

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

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

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

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

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

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

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

10  
11 **IT IS SO ORDERED.**

12 Signed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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15 Hon. Araceli Martínez-Olguín  
16 United States District Judge  
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**EXHIBIT F**  
**FINAL JUDGMENT**

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

**[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 Defendant GoodRx Holdings, Inc. (“GoodRx” or “Defendant”), which was consented to by GoodRx. Due and adequate notice of the Class Action Settlement Agreement and Release entered into on \_\_\_\_\_, 2024 (the “Settlement Agreement”) between Plaintiffs and GoodRx 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, GoodRx (in this Litigation only and for purposes of this Settlement only), and all Settlement Class Members.



1           3.       This action (the “Litigation”), including each claim in the Litigation, is hereby dismissed  
2 with prejudice on the merits as to GoodRx and without fees or costs.

3           4.       With respect to any and all Released Claims,<sup>1</sup> upon the occurrence of the Effective Date  
4 and in consideration of the promises and covenants set forth in the Settlement Agreement, the Class  
5 Representatives expressly shall have, and by operation of the Final Judgment, the Releasing Parties shall  
6 have, fully, finally, and forever completely released, relinquished, and discharged the Released Parties  
7 from any and all Released Claims (the “Release”). As of the Effective Date, Plaintiffs and all Releasing  
8 Parties shall be bound by the Settlement Agreement and the Release, and all of the Released Claims,  
9 including Unknown Claims, shall be dismissed with prejudice and released.

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

18          6.       In addition, the Releasing Parties are deemed to have waived (i) the provisions of California  
19 Civil Code § 1542, which provides that a general release does not extend to claims that the creditor or  
20 releasing party does not know or suspect to exist in his or her favor at the time of executing the release  
21 and that, if known by him or her, would have materially affected his or her settlement with the debtor or  
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23 \_\_\_\_\_  
24 <sup>1</sup> “Released Claims” means any and all manner of claims, counterclaims, lawsuits, set-offs, costs,  
25 expenses, attorneys’ fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of  
26 action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known,  
27 unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and  
28 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 Defendant’s 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.

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

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

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

10  
11 **IT IS SO ORDERED.**

12 Signed this \_\_\_ day of \_\_\_\_\_, 202\_.

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14 \_\_\_\_\_  
15 Hon. Araceli Martínez-Olgún  
16 United States District Judge  
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