

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

**IN RE: CAPITAL ONE FINANCIAL
CORPORATION, AFFILIATE
MARKETING LITIGATION**

**Civil Action No. 1:25-cv-023
(AJT/WBP)**

THIS DOCUMENT RELATES TO:

ALL ACTIONS

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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INTRODUCTION

The Court should order final approval of the proposed settlement. After nearly a year of hard-fought and productive litigation, the Parties¹ agreed to resolve Plaintiffs' claims regarding the Capital One Shopping Browser Extension (the "Extension"). On December 18, 2025, the Court granted Plaintiffs' Motion for Preliminary Approval. ECF No. 355. In its order, the Court found that the Settlement terms negotiated by the Parties are fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e), and that the Settlement Class Representatives and Settlement Class Counsel have adequately represented the Settlement Class. *Id.* Accordingly, the Court held that it would likely be able to certify the proposed Settlement Class under Rule 23(b)(3) and directed the Parties to issue notice to putative Settlement Class Members. *Id.* Pursuant to the Court's direction, the Notice Provider and Settlement Administrator appointed by the Court implemented a robust notice program, and the claims process is ongoing.

The Settlement has received a positive response from the Settlement Class. Hundreds of Settlement Class Members filed claims, none opted out, and only one potential Class Member filed an objection, representing less than 0.01% of the Class.² Plaintiffs' Counsel have spoken with this

¹ The Parties to the Settlement are the Settlement Class Representatives (or "Plaintiffs"), on behalf of the proposed Settlement Class Members, and Defendants Capital One Financial Corporation, Wikibuy LLC, and Wikibuy Holdings, LLC (collectively, "Capital One" or "Defendants"). While the Action was pending, the names of entities Wikibuy LLC and Wikibuy Holdings, LLC were changed to Capital One Shopping LLC and Capital One Shopping Holdings, LLC, respectively. Unless otherwise defined, all capitalized terms used in this memorandum have the same meaning as in the Settlement Agreement.

² One individual filed a vague objection letter in an entirely separate matter that has been effectively closed referencing the docket number of that separate matter— *In re Capital One Consumer Data Security Breach Litigation*, Case No. 1:19-md-02915. Settlement Class Counsel reached out to the individual who wrote the letter in an attempt to ascertain their intent. That discussion was inconclusive, and the individual has not provided sufficient information to determine whether they are a member of the proposed Settlement Class in this or any other case involving Capital One. Regardless, because the letter in question does not reference this case at all

potential objector, and it remains unclear if they are a class member. In any event, their objection amounts to a “wish you had gotten more” objection that should be overruled.

The Settlement is an excellent result for the Settlement Class in light of the significant risks and costs associated with continued litigation.³ If finally approved, the Settlement will provide significant relief to the proposed Settlement Class and require Capital One to implement and maintain certain business practices to ensure the Extension continues to comply with rules and policies designed to prevent the Extension from wrongfully diverting commissions. The Settlement also makes uncapped compensation available to Settlement Class Members who can demonstrate, based on agreed-upon parameters, that commissions may have been diverted by Capital One, and ensures that others who cannot make the same showing are still eligible for monetary relief. The Settlement is fair, reasonable, and adequate, and meets the requirements of Federal Rule of Civil Procedure 23(e). Accordingly, Plaintiffs move for final approval of the Settlement, and request that the Court grant their motion for attorneys’ fees, expenses, and service awards. ECF Nos. 356, 357.

In support of this motion, Plaintiffs submit the following exhibits: the Declaration of Cameron R. Azari, Esq. on Implementation and Adequacy of Notice Plan (“Azari Decl.”) (Ex. 1), and a series of emails between Douglas McNamara and Jose Cruz (Ex. 2), as well as a proposed Final Approval Order and a proposed Final Judgment. Because Plaintiffs “front-loaded” their Motion for Preliminary Approval (ECF Nos. 352, 353), by providing information sufficient for the

and was filed in an entirely separate docket, it is not a proper objection under the terms of the Parties’ Agreement and should have no impact on settlement approval in this case.

³ In its forthcoming brief filed in support of the Motion for Final Approval, Capital One asserts some of Plaintiffs’ allegations were proven to be “inaccurate” during discovery. Plaintiffs do not share that view of discovery. But Plaintiffs do not wish to litigate the merits of that dispute, as the parties’ disagreement on that front ultimately was a basis for settlement.

Court to preliminarily decide that the Settlement would be approved as guided by the Committee Notes to Rule 23(e), this memorandum will refer back to the exhibits to that motion. *See* ECF No. 353.

FACTUAL BACKGROUND

The factual background of the case, its procedural history, and a history of settlement negotiations were extensively set forth in the Motion for Preliminary Approval and are not repeated here. *See* ECF No. 353 at 2–10. A summary of the material terms of the Settlement is set forth below.

I. TERMS OF THE PROPOSED SETTLEMENT

A. The Settlement Class

The proposed Settlement Class is defined as follows:

All persons (including entities) in the United States who participated in an affiliate commission program with an online merchant that also partnered with Capital One Shopping during the Class Period,⁴ and who were involved in a transaction in which Capital One Shopping was also involved. Excluded from the Settlement Class are the entities listed in Exhibit H to the Settlement Agreement.

ECF No. 353-1 (“Settlement Agreement”), § 1.46.

Excluded from the Settlement Class are (i) Capital One, any entity in which Capital One has a controlling interest, and Capital One’s officers, directors, legal representatives, Successors, Subsidiaries, and assigns; (ii) several entities identified by the parties; (iii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iv) any individual who timely and validly opts out of the Settlement Class. *Id.* at 84; *id.* at 37.

⁴ The Class Period is defined as “January 6, 2020 through the date on which the Court enters the Preliminary Approval Order.” Settlement Agreement, § 1.15.

B. Proposed Injunctive Relief—Business Practice Commitments

Capital One has agreed to implement and maintain (for a period of at least two years) certain business practices (“Business Practice Commitments”) designed to ensure the Extension continues to comply with stand-down rules and policies established by the affiliate networks and merchants Capital One partners with. *Id.* § 3.5. Capital One’s Business Practice Commitments include establishing a formal and periodic review process to monitor the Extension’s compliance with those rules and policies. *Id.* Capital One will evaluate whether any change made for a particular merchant or affiliate network should be implemented globally (i.e., across multiple merchants or affiliate networks, if consistent with those merchants’ or networks’ stand-down rules). *Id.* Capital One has also agreed to identify an “ombudsman” to serve as a point of contact for merchants, affiliate networks, and publishers to raise concerns with Capital One about its compliance with the terms of the Settlement. *Id.* Moreover, these Commitments are enforceable in this Court, with the prevailing party in any such dispute being entitled to attorneys’ fees and costs. *Id.*

In order to understand how the Extension operates, Settlement Class Counsel and Plaintiffs’ experts expended significant time and resources to gain access to and analyze Capital One’s structured data and source code. Those efforts allowed Plaintiffs to successfully negotiate Capital One’s Business Practice Commitments, which are discussed in full detail in Section 3.5 of the Settlement Agreement and in the Declaration submitted by Settlement Class Counsel in support of the Motion for Preliminary Approval. *See* ECF No. 353-3 (“Settlement Class Counsel Decl.”)

¶ 32.

C. Monetary Relief

Settlement Class Members had two alternative means of obtaining compensation: (1) “Proof Payment”; or (2) “Alternative Payment.” Settlement Agreement, §§ 3.2, 4.4.

Proof Payment. Capital One agreed to pay a Proof Payment to each Settlement Class Member who submitted a Proof Payment Claim Form with sufficient information to demonstrate that the Settlement Class Member had at least one (1) transaction in the Capital One Shopping Data posted on or after November 1, 2023⁵ that qualifies under the agreed-upon list of rules and parameters mutually developed by the Parties. These rules and parameters are formal queries designed to identify instances where Capital One received a commission in connection with a sale in which another affiliate’s link was clicked prior to a click on Capital One’s affiliate link.⁶ *Id.* § 4.4.3.1. If a Settlement Class Member’s affiliate data is associated only with transactions that were posted prior to November 1, 2023, they were not eligible for a Proof Payment. They *were*, however, still eligible for an Alternative Payment so long as they submitted the information required for an Alternative Payment outlined below. *Id.* § 4.4.3.2. For each qualifying transaction posted on or after November 1, 2023, identified in the Capital One Shopping Data, Settlement Class Members were entitled to receive 100% of the amount of any commission(s) received by Capital One Shopping. This amount was not capped in any way. To obtain a Proof Payment,

⁵ Capital One changed the way it maintained data about affiliate links preceding its own as of November 1, 2023. The parties disagree about the extent to which reliable information can be reconstructed for the period prior to November 1, 2023 but have agreed, for purposes of this Settlement, that only data from on or after November 1, 2023 will be used to determine eligible commissions for Proof Payments.

⁶ The query used to identify eligible transactions in the Capital One Shopping Data is reflected in Exhibit B to the Term Sheet. The Parties agree that Exhibit B to the Term Sheet reflects highly confidential information containing Capital One’s trade secrets, and that it shall not be filed with the Court unless directed to be filed by the Court (and then, the Parties shall seek leave to file Exhibit B under seal).

Settlement Class Members were required to submit trade names, publisher IDs or affiliate IDs, affiliate links (both short- and long-form), or click IDs. In layperson’s terms, in order to be eligible for a Proof Payment, there had to be a sufficient indication in the data that Capital One received a commission in connection with a transaction where the consumer had clicked the Claimant’s affiliate link prior to clicking on Capital One’s affiliate link, and there was a resulting dispute about which entity—Capital One or the Claimant—was entitled to a commission in that scenario..

Alternative Payment. Settlement Class Members who submitted an Alternative Payment Claim Form, or who submitted a Proof Payment Claim Form that was deemed invalid or insufficient, were entitled to receive an Alternative Payment of \$20. Settlement Class Members were eligible to receive an Alternative Payment so long as they submitted information with their Claim Form sufficient to demonstrate that an identifier of theirs was present in a URL within the page_view data (such as a publisher ID, affiliate ID, affiliate link, or trade name) of the Capital One Shopping Data, and so long as there was evidence indicating that both Capital One and the Settlement Class Member both partnered with the same merchant through affiliate networks that Capital One Shopping also partnered with. *Id.* § 4.4.3.2. In layperson’s terms, in order to be eligible for an Alternative Payment, there had to be a sufficient indication of the Claimant’s affiliate information in Capital One’s data.

If a Settlement Class Member provided invalid or insufficient information in their initial claim submission, the Settlement Administrator sent the Settlement Class Member a deficiency notice, allowing them 14 days to submit additional information to establish their entitlement to a Proof Payment or Alternative Payment. *Id.* § 4.4.4.2.

D. Notice and Claims Program

The Court appointed Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as Settlement Administrator to provide notice to Settlement Class Members and to process claims. The success

of the notice and administration process to date is detailed in the Azari Declaration, attached as Ex. 1.

The approved Notice Plan consisted of (1) establishing a Settlement Website, (2) substantial online advertising efforts to publicize the Settlement Website, (3) a publication notice to be distributed directly into newsrooms, and (4) a toll-free telephone hotline to which Settlement Class Members could and may refer for information about the Action and the Settlement Agreement. ECF No. 353-4 at 10–14.

The Notice Plan reached approximately 75% of expected members of the Settlement Class, with an average frequency of two (2) times per person. Ex. 1, ¶ 36. Epiq implemented the Notice Plan as follows: on February 13, 2026, Epiq established the Settlement Website (www.InfluencerMarketingClaims.com) which not only allowed Settlement Class Members to file their claims, but also hosted all documents relevant to the Settlement, including the Long Form Notice, Settlement Agreement, Preliminary Approval Order, Motion for Attorney’s Fees and Service Awards, as well as relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, contact information for the Settlement Administrator, and how to obtain other case-related information. *Id.* ¶ 23. The Settlement Website will remain available until at least 120 days after all monetary payments have been distributed. *Id.* Thus far, there have been over 90,000 unique visits to the Settlement Website. *Id.*

Epiq also sent out targeted digital advertising (“Digital Notices”), which linked to the Settlement Website, to selected targeted audiences on leading social media platforms such as Facebook and YouTube. Ex. 1, ¶¶ 12–15. The Digital Notices delivered over 200 million “impressions” nationwide, between February 16 and March 29, 2026. *Id.* ¶¶ 16–18. Epiq also

acquired sponsored search listings on Google, Yahoo!, and Bing, which ran from February 16 through April 17, 2026, and were displayed over 60,000 times, resulting in 3,559 clicks to the Settlement Website. *Id.* ¶¶ 19–20. Epiq also sent a nationwide Informational Release over the PR Newswire to roughly 13,000 media outlets, including local and national newspapers, magazines, national wire services, and television and radio broadcast media. *Id.* ¶¶ 21–22. On February 13, 2026, Epiq established a toll-free telephone number where callers could get additional information about the Settlement. *Id.* ¶ 24. The number was prominently displayed on all notice documents. *Id.* As of May 5, 2026, the number received 74 calls, and service agents handled 41 incoming calls. *Id.*

The deadline for Settlement Class Members to file claims was April 17, 2026. *Id.* ¶ 29. Epiq received over 800 claims by the deadline. *Id.* Epiq worked with Settlement Class Counsel to send out an initial batch of deficiency letters to claimants who submitted claims that needed additional or revised information in order to be processed. *Id.* ¶¶ 31–32. Epiq continues to work with Settlement Class Counsel to send additional deficiency letters to Settlement Class Members who submitted deficient claims just before the submission deadline. *Id.* ¶ 33. Settlement Class Members have 14 days after receiving their deficiency letter to amend their claim. Settlement Agreement, § 4.4.4.2.

E. Attorneys’ Fees and Expenses and Service Awards

Settlement Class Counsel separately moved for a Settlement Class Counsel Attorneys’ Fees and Costs Award of \$3,950,000—representing \$3,276,707.18 in fees and \$673,292.82 in expenses—to be paid by Capital One separately from the relief to the Settlement Class. ECF Nos. 356, 357. Settlement Class Counsel also requested service awards of \$10,000 each for the five Settlement Class Representatives. *Id.* Capital One took no position on these requests.

F. Releases

The Settlement Class will release Capital One from claims that were or could have been asserted in this case. Settlement Agreement, §§ 1.40–43, 3.6.

ARGUMENT

I. THE SETTLEMENT MERITS FINAL APPROVAL

The Court previously determined that the proposed Settlement meets the requirements of Rule 23(e). ECF No. 355 at 2. The Court should now finally determine that the Settlement is fair, reasonable, and adequate and should be approved in a class judgment.

To determine whether a proposed settlement is “fair, adequate and reasonable to Class Members,” Fed. R. Civ. P. 23(e)(2), courts in the Fourth Circuit “bifurcate[] the analysis into consideration of fairness, which focuses on whether the proposed settlement was negotiated at arm’s length, and adequacy, which focuses on whether the consideration provided [by] the class members is sufficient.” *Beaulieu v. EQ Indus. Servs., Inc.*, 2009 WL 2208131, at *23 (E.D.N.C. July 22, 2009) (citing *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158–59 (4th Cir. 1991)); *see also In re The Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 254 (E.D. Va. 2009) (explaining that “[t]he Fourth Circuit in *Jiffy Lube* provided district courts with a two-level analysis applicable in evaluating a settlement’s ‘fairness’ and ‘adequacy’”) (citing 927 F.2d at 158–59). Each of the factors considered by courts applying this “two-level analysis” weighs in favor of final approval of the Settlement Agreement proposed by the Parties here. Accordingly, the Court should approve the Settlement.

A. Fairness

The fairness analysis aims “to ensure that a settlement is reached as a result of good-faith bargaining at arm’s length, without collusion.” *Berry v. Schulman*, 807 F.3d 600, 614 (4th Cir. 2015) (cleaned up). To determine whether a settlement is fair, courts consider four factors: “(1)

the posture of the case at the time settlement was proposed; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel in the area of the class action litigation.” *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Practs. & Prods. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020). Here, all four fairness factors support final approval of the Settlement.

Prior to engaging in any settlement negotiations, the Parties vigorously represented their respective interests through dispositive motion briefing, significant written fact discovery, extensive expert analysis, and depositions of Plaintiffs, Defendants’ corporate representatives, fact witnesses, and third parties. By the time the Parties reached an agreement in principle to settle the case, the Parties had fully briefed and argued Capital One’s Motion to Dismiss, and Plaintiffs’ Motion for Class Certification was pending. Accordingly, before any settlement terms were negotiated, Plaintiffs gained a thorough understanding of the nature of Capital One’s anticipated defenses on the merits, the likely nature of arguments that would be advanced at class certification, summary judgment, and trial, and the complex technical issues surrounding the claims and defenses in this case. ECF No. 353-3, ¶¶ 16–29. The Parties conducted settlement negotiations at arm’s length, with the assistance of a retired United States Magistrate Judge, and the proposed Settlement Class was represented by knowledgeable and respected litigators with significant experience in complex class actions. *See, e.g., In re NeuStar, Inc. Sec. Litig.*, 2015 WL 5674798, at *10 (E.D. Va. Sept. 23, 2015) (adversarial encounters support a finding of arms’ length negotiations); *Lumber Liquidators*, 952 F.3d at 485 (finding counsel’s experience in complex civil litigation supported fairness of settlement). All four factors therefore support a finding that the proposed Settlement Agreement is fair.

B. Adequacy and Reasonableness

To determine whether a settlement is adequate, courts consider:

- (1) the relative strength of the plaintiffs' case on the merits;
 - (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial;
 - (3) the anticipated duration and expense of additional litigation;
 - (4) the solvency of the defendant[s] and the likelihood of recovery on a litigated judgment;
- and
- (5) the degree of opposition to the settlement.

Lumber Liquidators, 952 F.3d at 484.

1. First Three Factors: Strength of Case and Risks of Additional Litigation

The first three factors strongly support the adequacy and reasonableness of the Settlement. While Plaintiffs overcame the Motion to Dismiss in this case, similar cases with similar facts and claims did not in the first instance. *See, e.g., Wendover Prods., LLC v. PayPal Inc.*, 2025 WL 3251667, at *1–6 (N.D. Cal. Nov. 21, 2025) (dismissing complaint with leave to amend); *In re RetailMeNot Browser Extension Litig.*, 2026 WL 820585, at *23 (S.D.N.Y. Mar. 25, 2026) (dismissing, with prejudice, all but one count of plaintiffs' complaint). Second, there was a risk that the Court would not have certified the proposed class. Third, Plaintiffs' experts faced Daubert motions challenging their reports as to damages and liability. Summary judgment motions and other pre-trial motions could have also led to dismissal of their claims or significant diminishment of their ability to recover. Finally, even if Plaintiffs had proceeded to trial, Plaintiffs still would have faced significant risk, cost, and delay, including likely interlocutory and post-judgment appeals.

In contrast to the risk, cost, and delay posed by continued litigation, the proposed Settlement provides certain, substantial, and immediate relief to the proposed Settlement Class. It

ensures that Settlement Class Members with valid claims for Proof or Alternative Payments will receive guaranteed compensation promptly and requires Capital One to continue to adhere to affiliate marketing industry rules. Such benefits may not have been awarded if the case had proceeded further, and the agreed Business Practice Commitments could exceed any injunctive relief Plaintiffs might have obtained.

The substantial costs, risk, and delay of a trial and appeal support a finding that the proposed Settlement is adequate.

2. Fifth Factor: Objections and Opt Outs

The fifth factor also strongly supports the Settlement. Epiq has received no objections to the Settlement from bona fide class members, nor any requests for exclusion. Ex. 1, ¶ 27. The Settlement Class's reaction to the proposed Settlement accordingly supports the adequacy and reasonableness of the Settlement. *See, e.g., Kirven v. Cent. States Health & Life Co. of Omaha*, 2015 WL 1314086, at *6 (D.S.C. Mar. 23, 2015) (“An absence of objections and a small number of opt-outs weighs significantly in favor of a settlement’s adequacy.”); *In re Genworth Fin. Sec. Litig.*, 210 F. Supp. 3d 837, 842 (E.D. Va. 2016) (“A lack of objections to settlement by class members and opt-outs from the class demonstrates low opposition and weighs in favor of approving a settlement.”).

In an abundance of caution, Settlement Class Counsel notes that it has become aware of a single potential objection, which was filed on the Court’s docket in a different matter involving Capital One. *See In re Cap. One Consumer Data Sec. Breach Litig.*, No. 1:19-md-2915-AJT (E.D. Va.), ECF No. 2293 (“Cruz Ltr.”). In that letter referencing the Capital One data breach litigation, which was resolved in 2022, *see id.* at ECF No. 2263, the “objector” raised a few generic issues with the Settlement that could have been raised as potential issues in any settlement. Mr. Cruz contended that the “requested attorney’s fees” “appear high when compared to the actual relief

many class members are expected to receive” and suggested the “fee structure” should be “more closely aligned with real distributions” to class members. Cruz Ltr. at 1. Settlement Class Counsel has reached out to Mr. Cruz but has only gotten the recitation of those same general complaints. See Ex. 2, May 4, 2026 emails between D. McNamara and J. Cruz. Mr. Cruz states his concern “is fairness and proportionality in how the settlement funds are distributed. I do not object to the existence of a settlement. My concern is ensuring that the distribution of funds reflects fairness, proportionality, and the best interests of the class as a whole.” *Id.* However, he has not identified his business, nor why he believes he is a class member. He has referenced a legal advisor but no attorney filed the objection. Settlement Class Counsel will update the Court if they learn more, but general complaints about the sufficiency of an objection are routinely overruled. As this Court noted in a prior final approval:

However, “[i]n determining whether to approve a class action settlement, the issue is not whether everyone affected by the settlement is completely satisfied. Instead, the test is whether the settlement, as a whole, is a fair, adequate, and reasonable resolution of the class claims asserted.” *Skochin v. Genworth Fin., Inc.*, 2020 WL 6532833, at *18 (E.D. Va. Nov. 5, 2020). When a settlement results from hard-fought litigation and negotiation, objections regarding the amount of the settlement do not provide a justification for its rejection unless the amount secured is unfair, unreasonable, or inadequate. *Id.* Objections that the settlement fund is too small for the class size, or that a defendant should be required to pay more to punish and deter future bad behavior, while understandable, do not take into account the risks and realities of litigation, and are not a basis for rejecting the settlement.

In re Cap. One Consumer Data Sec. Breach Litig., 2022 WL 18107626, at *8 (E.D. Va. Sept. 13, 2022).

In addition, Settlement Class Counsel addressed the general concerns raised in Mr. Cruz’s letter in their Motion for Attorneys’ Fees and Service Awards. ECF No. 357 at 11–25. *First*, Settlement Class Counsel’s requested fee does not come at the expense of Settlement Class Members’ recovery. *Id.* at 11 (noting attorneys’ fees and costs would come separately from

monetary relief to the Settlement Class). *Second*, Settlement Class Counsel’s requested fee is low given the lodestar accumulated in this case. *Id.* at 17–18 (explaining that Settlement Class Counsel is seeking a “negative multiplier of 0.35,” which is significantly lower than other rates of recovery deemed reasonable by courts in the Fourth Circuit). Moreover, while monetary claims ultimately paid out to Settlement Class Members will be less than the requested fees, the Settlement provides all Settlement Class Members the opportunity for *uncapped* recovery of their lost commissions during the period that the relevant data was available, and provides all Settlement Class Members the opportunity for an Alternative Payment even if they cannot substantiate a Proof Payment. *See supra* at § I.C. And crucially, the Settlement ensures that Capital One will adhere to all relevant industry rules, including stand-down rules, such that all Settlement Class Members will be able to compete on a fair playing field. *See supra* at § I.B.

Finally, Cruz’s objection to the requested service awards should also be rejected. Cruz Ltr. at 2. As Settlement Class Counsel explained in their Motion for Attorneys’ Fees and Service Awards, the requested service awards are in line with other service awards granted by this Court and others in the Fourth Circuit. ECF No. 357 at 25–26. The awards also reflect the substantial amount of work done by the Settlement Class Representatives to respond to Capital One’s discovery requests, to prepare for and sit for depositions, and to consider the best interests of the Settlement Class in contemplating and ultimately approving the Settlement Agreement. *Id.* at 26. As to Cruz’s implication regarding potential “preferential treatment” for the Settlement Class Representatives during settlement negotiations, Settlement Class Counsel explained previously that “Attorneys’ fees, expenses, and the subject of service awards were not discussed until the Parties had reached agreement on the material terms of the Settlement.” ECF No. 353 at 5.

Given the paucity of objections to the Settlement, the fifth factor also strongly supports final approval of the Settlement.

C. The Settlement Also Satisfies the Other Rule 23(e)(2) Factors

Looking beyond the Fourth Circuit’s two-level analysis for (1) fairness and (2) adequacy and reasonableness, the other factors enumerated in Rule 23(e)(2) support final approval of the Settlement.

In determining whether a settlement is fair, reasonable, and adequate, the Court must consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

1. The Settlement Class was Adequately Represented and the Proposed Settlement Was Negotiated at Arm’s Length

“[T]he adequacy requirement is met when: (1) the named plaintiff does not have interests antagonistic to those of the class; and (2) plaintiff’s attorneys are qualified, experienced, and generally able to conduct the litigation.” *Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 567 (E.D. Va. 2016) (citation omitted). Here, the Settlement Class Representatives have the same

interests as other Settlement Class Members as they assert the same claims and share the same injuries. Further, the Court already recognized Settlement Class Counsel's experience and qualifications in appointing them to lead this litigation, and the record shows Class Counsel worked diligently to litigate and ultimately bring this case to resolution. ECF No. 353-3, ¶¶ 1–29; *see also Lumber Liquidators*, 952 F.3d at 485 (finding counsel's experience in complex civil litigation supported fairness of settlement).

And as the Court already found, the Settlement was vigorously negotiated at arm's length through an experienced mediator, the Honorable Jay Gandhi (Ret.). ECF No. 355 at 2.

2. The Relief is Adequate

In addition to the five factors supporting the adequacy of the Settlement discussed previously, *see supra* at § I.B, the other Rule 23(e)(2)(C) factors also support the Settlement.

Settlement Class Members were entitled to benefits that are tailored to the relief sought through the litigation, including: 100% of any commissions that Plaintiffs assert were wrongfully taken by Capital One, so long as Settlement Class Members can provide sufficient information to identify the relevant transactions within Capital One's data. Alternatively, Settlement Class Members are entitled to a payment of \$20, which, as calculated by Plaintiffs' expert, was a significantly greater amount than the average commission at issue in this case, in the event the Settlement Class Member could not specifically identify one of their transactions in Capital One's data but could demonstrate that one of their identifiers does appear in a broader set of Capital One's data. Capital One's Business Practice Commitments will also ensure that Capital One continues to comply with affiliate marketing industry rules designed to promote fair competition between publishers such as Settlement Class Members and browser extensions like the Extension, which will provide an important benefit to all Settlement Class Members, who continue to participate in the affiliate marketing industry and will be able to do so on fairer grounds.

Settlement Class Counsel, a group with extraordinary experience in leading major class actions, strongly believe that the relief secured by the Settlement is fair, reasonable, and adequate. ECF No. 353-3, ¶¶ 47–53. The Court may rely upon such experienced counsel’s judgment. *See, e.g., Nelson v. Mead Johnson & Johnson Co.*, 484 F. App’x 429, 434 (11th Cir. 2012) (“Absent fraud, collusion, or the like, the district court should be hesitant to substitute its own judgment for that of counsel.”) (internal quotation marks omitted).

a. The method of distributing relief is effective

The proposed distribution process will be efficient and effective. The available relief was detailed clearly in the Notice, which was available to a vast majority of Settlement Class Members and laid out the benefits to which they are entitled.

Settlement Class Members have therefore received effective and efficient notice of their opportunity to claim relief, and were entitled to receive a deficiency letter from Epiq alerting them of any potential deficiency in their claim. Settlement Agreement, § 4.4.4. Once Settlement Class Member submissions are approved, their Proof and Alternative Payments will then be distributed through digital means as elected by the Settlement Class Members. *Id.* § 4.8. Settlement Class Members will be able to elect to receive direct payments (PayPal or Venmo) or digital prepaid Mastercards. *Id.* § 4.8.2.

Because Settlement Class Members could make claims through a simple online form or by mail—and also have the benefit of the Business Practice Commitments Capital One has agreed to—the method of distributing the relief is both efficient and effective, and the proposed Settlement is adequate under this factor.

b. The terms relating to attorneys’ fees are reasonable

Settlement Class Counsel has requested an award of attorneys’ fees and reimbursement of expenses incurred in prosecuting and settling this case. ECF No. 357. After robust notice directed

to the Settlement Class Members, only one (potential) objection regarding attorneys' fees was raised to the Court, as discussed *supra* at Section I.B. The ultimate fee award approved by the Court, if any, will be paid directly by Capital One and will not diminish the funds available to Settlement Class Members. Importantly, the Settlement Agreement is not conditioned upon the Court's approval of the fee award or the requested service awards. Settlement Agreement, §§ 3.3.2, 3.4.2. The proposed Settlement is adequate under this factor.

c. Any agreement required to be identified under Rule 23(e)(3)

Rule 23(e) mandates that “[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal,” and that the Court must then consider any such agreements when determining whether the relief provided in the Settlement is adequate. *See* Fed. R. Civ. P. 23(e)(2)-(3). As is common in consumer class settlements, the Parties entered into a confidential supplemental agreement establishing the opt-out threshold above which Capital One may terminate the Settlement Agreement. As Settlement Class Counsel explained in its Motion for Preliminary Approval, the Parties can submit *in camera* or seek leave to file under seal with the Court this confidential supplemental agreement with access limited to the Parties' counsel should the Court so direct. ECF No. 353 at 18. The Court, however, has not yet directed the Parties to do so, and these provisions were not triggered, as no Settlement Class Members have opted out of the Settlement. Thus, this does not affect the adequacy of the relief obtained here, and this factor weighs in favor of finding that the proposed Settlement is adequate.

3. The Settlement Treats Class Members Equitably

Finally, the proposed Settlement treats all Settlement Class Members equitably relative to each other. *See* Fed. R. Civ. P. 23(e)(2)(D). All Settlement Class Members have had the same opportunity to file a claim for a Proof or Alternative Payment, which means that monetary compensation will be apportioned in accordance with each claimant's alleged injury. Moreover,

all Settlement Class Members—even those who did not submit claims—benefit from Capital One’s Business Practice Commitments. Accordingly, this factor likewise supports final approval of the proposed Settlement.

II. THE PROPOSED SETTLEMENT CLASS MEETS THE REQUIREMENTS FOR CERTIFICATION

The requirements of Rules 23(a) and (b)(3) are satisfied here, and the Settlement Class should therefore be certified for settlement purposes.⁷

A. The Rule 23(a) Requirements Are Satisfied

Numerosity: Rule 23(a)(1) requires that a class be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). Here, the proposed Settlement Class consists of thousands of individuals and/or entities, indisputably rendering individual joinder impracticable. *See Jeffreys v. Commc’ns Workers of Am. AFL–CIO*, 212 F.R.D. 320, 322 (E.D. Va. 2003) (noting that “where the class numbers twenty-five or more, joinder is generally presumed to be impracticable”). Numerosity is therefore satisfied.

Commonality: Rule 23(a)(2) requires “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). “Commonality requires the plaintiff to demonstrate that the class members have suffered the same injury” such that all their claims “can productively be litigated at once.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349–50 (2011) (internal citations omitted). This requires that the determination of the common question “will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* at 350. “Even a single common question will do.” *Id.* at 359 (internal quotations omitted).

⁷ While currently withdrawn, Plaintiffs’ Motion for Class Certification and supporting exhibits provide a fulsome record in support of class certification. *See* ECF Nos. 314–16.

When, as here, there is a question of whether defendants’ standardized procedures violate the law, the commonality requirement is readily satisfied. *See Manuel v. Wells Fargo Bank, Nat. Ass’n*, 2015 WL 4994549, at *12 (E.D. Va. Aug. 19, 2015) (finding commonality satisfied because the question of whether the defendant’s standardized practice violated the law would “be answered through one analysis of the practice a[t] issue”).

All Settlement Class Members suffered the same alleged injury—diversion of their commissions—and are asserting the same legal claims. Accordingly, common questions of law and fact abound. *See, e.g., Milbourne v. JRK Residential Am., LLC*, 2014 WL 5529731, at *5 (E.D. Va. Oct. 31, 2014); *Clark v. Trans Union, LLC*, 2017 WL 814252, at *10 (E.D. Va. Mar. 1, 2017).

Typicality: Typicality under Rule 23(a)(3) requires an inquiry into the “representative parties’ ability to represent a class[.]” *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466 (4th Cir. 2006). “The premise of the typicality requirement is simply stated: as goes the claim of the named plaintiff, so go the claims of the class.” *Broussard v. Meineke Disc. Muffler Shops, Inc.*, 155 F.3d 331, 340 (4th Cir. 1998) (citation and quotations omitted). In other words, the “plaintiff’s claim cannot be so different from the claims of absent class members that their claims will not be advanced by plaintiff’s proof of his own individual claim.” *Deiter*, 436 F.3d at 466–67.

Here, the Settlement Class Representatives’ claims are typical of other Settlement Class Members because they arise from the same course of alleged conduct by Capital One and involve the same legal theories of tortious interference, unjust enrichment, and alleged statutory violations. Moreover, Settlement Class Representatives, like every other Settlement Class Member, directed consumers to merchants’ online stores to earn commissions that were allegedly diverted by the Capital One Shopping Browser Extension. The technology behind the Extension worked the same for each Settlement Class Member. Therefore, the typicality requirement is satisfied.

Adequacy of Representation: “The adequacy inquiry . . . serves to uncover conflicts of interest between named parties and the class they seek to represent.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625 (1997). Settlement Class Representatives do not have any interests antagonistic to other Settlement Class Members and have retained lawyers who are abundantly qualified and experienced, satisfying the adequacy requirement. ECF No. 353-3, ¶¶ 2–15, 47–53.

B. The Rule 23(b)(3) Requirements Are Satisfied

Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members,” and that class treatment is “superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). One part of the superiority analysis—manageability—is irrelevant for purposes of certifying a settlement class. *Transurban*, 318 F.R.D. at 569.

Predominance: Rule 23(b)(3)’s predominance requirement tests whether a proposed class is “sufficiently cohesive to warrant adjudication by representation.” *Amchem*, 521 U.S. at 623. The predominance inquiry measures the relative weight of the common questions as against individual ones. *Id.* at 624. “If the ‘qualitatively overarching issue’ in the litigation is common, a class may be certified notwithstanding the need to resolve individualized issues.” *Soutter v. Equifax Info. Servs., LLC*, 307 F.R.D. 183, 214 (E.D. Va. 2015) (citing *Ealy v. Pinkerton Gov’t Servs.*, 514 F. App’x 299, 305 (4th Cir. 2013)). Common liability issues predominate where class members “all assert injury from the same action.” *Gray v. Hearst Commc’ns, Inc.*, 444 F. App’x 698, 701–02 (4th Cir. 2011).

Here, the qualitatively overarching allegation in the litigation is common to all Settlement Class Members: Plaintiffs contend the Extension’s uniform, automated functionality diverts commissions away from Settlement Class Members and to Capital One in violation of industry norms. Similarly, whether Settlement Class Members are entitled to those commissions—or,

inversely, whether Capital One is—turns upon standardized agreements between Settlement Class Members on the one hand, and merchants and affiliate networks with whom Capital One also partners, on the other. Furthermore, while his report was filed under seal and subsequently withdrawn, Plaintiffs’ expert opined that he could mechanically determine alleged damages for each potential class member using Capital One’s data, further supporting certification.

Thus, common questions predominate as to Capital One’s liability and damages for all of Settlement Class Members’ claims—namely, whether Settlement Class Members, rather than Capital One, are entitled to commissions—based on agreements common to all Settlement Class Members.

Superiority: “[T]he purpose of the superiority requirement is to assure that the class action is the most efficient and effective means of resolving the controversy[.]” 7AA Charles Wright, Arthur Miller & Mary Kay Kane, *Federal Practice and Procedure* § 1779 (3d ed. 2005). Litigating the same claims of thousands of individuals and businesses through individual litigation would obviously be inefficient, particularly where Plaintiffs’ expert has calculated the average commission at issue is worth less than \$10. The superiority requirement is therefore satisfied. *See In re TD Bank, N.A. Debit Card Overdraft Fee Litig.*, 325 F.R.D. 136, 162 (D.S.C. 2018).

III. NOTICE TO THE SETTLEMENT CLASS COMPLIED WITH DUE PROCESS AND RULE 23, AND DEFENDANTS HAVE PROVIDED CAFA NOTICE

The Court previously approved the Notice Plan proposed in this case and found it satisfied all requirements of due process and Rule 23. ECF No. 355 at 4–5. The Notice Plan has been successfully implemented and reached approximately 75 percent of the Settlement Class. Ex. 1, ¶ 7. By having reached approximately 75 percent of the identified Settlement Class Members, the Notice Plan as implemented easily meets the requirements of Rule 23 and due process. *See, e.g.*, Federal Judicial Center, *Judges’ Class Action Notice and Claims Process Checklist and Plain*

Language Guide (2010) (recognizing the effectiveness of notice that reaches between 70 and 95 percent of the class). Thus, the Court should find that the Settlement Class received the best notice practicable under the circumstances in compliance with Rule 23 and the Due Process Clause. *See, e.g., Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12 (1985).

CAFA requires Defendants to provide notice of the Settlement to “the appropriate State official of each State in which a class member resides and the appropriate Federal official[.]” 28 U.S.C. § 1715(b). Epiq provided the required CAFA notice to all Attorneys General and the U.S. Department of Justice. Ex. 1, ¶ 8.

IV. THE COURT SHOULD APPROVE THE REQUESTED ATTORNEYS’ FEES, EXPENSES, AND SERVICE AWARDS

For the reasons sets forth in Plaintiffs’ Motion for Attorneys’ Fees and Service Awards, ECF No. 357 (“Motion for Fees”), the requested attorneys’ fees, costs, and expenses are reasonable and should be approved.

CONCLUSION

For the reasons set forth above, Plaintiffs request the Court enter an order overruling all objections, finally approving the Settlement as fair, reasonable, and adequate under Rule 23(e)(2), certifying the Settlement Class for purposes of judgment on the Settlement, and granting the request for attorneys’ fees, expenses, and service awards.

DATED: May 6, 2026

Respectfully submitted,

/s/ Steven T. Webster

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CERTIFICATE OF SERVICE

I hereby certify that on May 6, 2026, I caused the foregoing to be filed with the Clerk of the Court using the CM/ECF system, which will then send notification of such filing (NEF) to all counsel of record.

By: /s/ Steven T. Webster
Steven T. Webster

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

*In re Capital One Financial Corporation,
Affiliate Marketing Litigation*

Case No. 1:25-cv-00023-AJT-WBP

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION
AND ADEQUACY OF NOTICE PLAN**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of business at Epiq and Epiq Legal Noticing (hereinafter “Epiq”).

OVERVIEW

5. This declaration describes the successful implementation of the Settlement notice plan (“Notice Plan”) and notice (the “Notice” or “Notices”) for *In re Capital One Financial Corporation, Affiliate Marketing Litigation*, Case No. 1:25-cv-00023, in the United States District Court for the Eastern District of Virginia. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* (“Notice Plan Declaration”) on December 8, 2025, which described the Notice Plan, detailed Epiq’s class action notice experience, and attached Epiq’s

curriculum vitae. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

NOTICE PLANNING METHODOLOGY

6. Federal Rules of Civil Procedure, Rule 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The Notice Plan satisfied these requirements.

7. This Notice Plan as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Plan reached approximately 75% of the Settlement Class using a Media Plan (digital and social media notice) with an average frequency of 2.0 times each. “Reach” refers to the percentage of the unduplicated audience exposed to the notice. Notice exposure is defined as the opportunity to see a notice. “Frequency” of notice exposure is the average number of times that those reached by a notice would be exposed to the notice. The reach was further enhanced by internet sponsored search listings, an informational release, and a Settlement Website, which were not included in the reach calculation. In my experience, the Notice Plan was consistent with other court-approved notice plans, was the best notice practicable under the circumstances of this case, and satisfied the requirements of due process, including its “desire to actually inform” requirement.²

CAFA NOTICE

8. On December 19, 2025, Epiq sent 63 CAFA Notice Packages (“CAFA Notice”). The CAFA Notice was mailed via United States Postal Service (“USPS”) Priority Mail to 53

¹ Fed. R. Civ. P. 23(c)(2)(B).

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). Per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the CAFA Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States, the Examiner-in-Charge at the Office of Comptroller of the Currency, the Office of Comptroller of the Currency’s Litigation Department, the Federal Reserve Bank of Richmond, the Federal Reserve Headquarters, and the DC and the Atlanta offices of the Federal Deposit Insurance Corporation. Details regarding the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated December 19, 2025, which is included as **Attachment 1**.

NOTICE PLAN DETAIL

9. On December 18, 2025, the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator in the *Order Granting Preliminary Approval of Class Settlement* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court certified, for settlement purposes only, the following “Settlement Class”:

All persons (including entities) in the United States who participated in an affiliate commission program with an online merchant that also partnered with Capital One Shopping during the Class Period, and who were involved in a transaction in which Capital One Shopping was also involved.

“Class Period” means January 6, 2020, through the date on which the Court enters the Preliminary Approval Order.

10. After the Court’s Preliminary Approval Order was entered, Epiq implemented the Notice Plan. This declaration details the notice activities undertaken to date, and explains how and why the Notice Plan was comprehensive and well-suited to reach the Settlement Class. This declaration also discusses the administration activity to date.

NOTICE PLAN

Media Plan

Internet Digital Notice Campaign

11. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as part of providing notice of class certification and/or a settlement for a class action case. According to MRI-Simmons data,³ 97% of all adults are online and 84% of all adults use social media.⁴

12. The Notice Plan included targeted digital advertising (“Digital Notices”) on the selected advertising network *Google Display Network*, which represents thousands of digital properties across all major content categories. Digital Notices were targeted to selected target audiences and were designed to encourage participation by Settlement Class Members—by linking directly to the Settlement Website, allowing visitors easy access to relevant information and documents.

13. Digital Notices were also placed on the leading social media platforms in the United States, including *Facebook* and *YouTube*. The social media campaign used an interest-based approach which focused on the interests that users exhibit while on the social media platforms, capitalizing on the target audience’s propensity to engage in social media.

14. *Facebook* is one of the leading social networking sites in the United States with 197 million users.⁵

³ MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons’s national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

⁴ MRI-Simmons 2025 Survey of the American Consumer®.

⁵ Statista Digital 2025: Global Overview Report. Statista, founded in 2007, is a leading provider

15. *YouTube* is the largest streaming video website in the United States with over 254 million users.⁶

16. The Digital Notices were distributed to a variety of target audiences, including those relevant to individual’s demonstrated interests and/or likes. All Digital Notices appeared on desktop, mobile, and tablet devices. Digital Notices were displayed nationwide. Digital Notices were also targeted (remarketed) to people who click on a Digital Notice.

17. More details regarding the target audiences, specific ad sizes of the Digital Notices, and the number of delivered impressions are included in the following table:

<i>Network/Property</i>	<i>Target</i>	<i>Ad Size</i>	<i>Delivered Impressions</i>
<i>Google Display Network</i>	Adults 18-54 and intent targeting ⁷ for Influencer, Influencer Sponsorships, Monetize Social Media, Influencer Talent Agency and/or Affiliate Marketing	728x90, 300x250, 300x600 & 970x250	87,985,390
<i>Google Display Network</i>	Adults 18-54 and affinity targeting ⁸ for Influencers & Content Creators, Affiliate Marketers, Social Media Enthusiasts, Bloggers & Vloggers and/or Content Creators	728x90, 300x250, 300x600 & 970x250	56,148,397
<i>Facebook</i>	Adults 18-54 and Interest Targeting for Influencer, Affiliate Marketing and/or Content Creators	Newsfeed & Right Hand Column	19,560,326
<i>Facebook</i>	Adults 18-54 and follow pages for Brands meet Influencer, Social Media Influencer, Influencer Marketing Mastermind Group, Influencer Insiders, Facebook Influencers, Instagram Influencers and/or YouTube Influencers	Newsfeed & Right Hand Column	22,572,131
<i>YouTube</i>	Adults 18-54 and intent targeting for Influencer, Influencer Sponsorships, Monetize Social Media, Influencer Talent Agency and/or Affiliate Marketing	Static Ads (Image and Text)	8,092,123

of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

⁶ Statista Digital 2025: Global Overview Report.

⁷ “Intent Targeting” allowed Epiq to target individuals that researched or purchased certain items on the internet.

⁸ “Affinity Targeting” allowed Epiq to target specific websites, keywords, and/or relevant content that our target may be viewing.

<i>Network/Property</i>	<i>Target</i>	<i>Ad Size</i>	<i>Delivered Impressions</i>
<i>YouTube</i>	Adults 18-54 and affinity targeting for Influencers & Content Creators, Affiliate Marketers, Social Media Enthusiasts, Bloggers & Vloggers and/or Content Creators	Static Ads (Image and Text)	8,247,394
TOTAL			202,605,761

18. Combined, approximately 202.6 million impressions were generated by the Digital Notices, which were targeted nationwide. The Digital Notices ran from February 16, 2026, through March 29, 2026.⁹ Clicking on the Digital Notices linked the reader to the Settlement Website, where they could easily obtain detailed information about the Settlement. Examples of the Digital Notices are included as **Attachment 2**.

Sponsored Search Listings

19. To facilitate locating the Settlement Website, sponsored search listings were acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*. When visitors to these search engines searched for selected keyword combinations related to the Settlement, the sponsored search listing advertisement created for this Settlement was displayed. Generally, the sponsored search listing advertisement appeared at the top of the visitor’s website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings were displayed nationwide. All sponsored search listings linked directly to the Settlement Website.

20. The sponsored search listings began on February 16, 2026, and ran through April 17, 2026. The sponsored listings were displayed 60,460 times, which resulted in 3,559 clicks that displayed the Settlement Website. A complete list of the sponsored search keyword combinations

⁹ The third-party ad management platform, ClickCease was used to audit the Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent, or otherwise invalid traffic (e.g., ads being seen by ‘bots’ or non-humans, ads not being viewable, etc.).

is included as **Attachment 3**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 4**.

Informational Release

21. To build additional reach and extend exposures, on February 16, 2026, a party-neutral Informational Release was issued nationwide over *PR Newswire* to approximately 13,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as over 4,000 websites, online databases, internet networks, and social networking media.

22. The Informational Release included the Settlement Website address and the toll-free telephone number. The Informational Release served a valuable role by providing additional notice exposures beyond that which was provided by the paid media. The Informational Release is included as **Attachment 5**.

Settlement Website

23. On February 13, 2026, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.InfluencerMarketingClaims.com). Relevant documents are posted on the Settlement Website, including the Long Form Notice, Settlement Agreement, Preliminary Approval Order, Motion for Attorney's Fees and Service Awards, and other case-related documents. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members were also able to file a Claim Form on the Settlement Website prior to the Claim Submission Deadline. The Settlement Website address was prominently displayed in all notice documents. Per the Settlement Agreement, the Settlement Website will remain accessible until at least one hundred and twenty (120) days after all monetary payments are distributed to eligible Settlement Class Members. As of May 5, 2026, there have been 93,673 unique visitor sessions to the Settlement Website, and 175,782 web pages have been presented.

Toll-Free Telephone Number & Contact Information

24. On February 13, 2026, Epiq established a toll-free telephone number (1-877-837-7976) for the Settlement. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Long Form Notice and Claim Form (“Claim Package”) be mailed to them prior to the Claim Submission Deadline. Callers are also able to talk with a live agent during standard business hours. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of May 5, 2026 there have been 74 calls to the toll-free telephone number representing 426 minutes of use, and service agents have handled 41 incoming calls representing 280 minutes of use and six outbound calls representing 23 minutes of use.

25. A Claim Package was mailed to all persons who requested one via the toll-free telephone number or other means. As of May 5, 2026, Epiq mailed two Claim Packages as a result of such requests. The Long Form Notice is included as **Attachment 6**. The Claim Form is included as **Attachment 7**.

26. A postal mailing address and email address were established and continue to be available, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objections

27. The deadline to request exclusion from the Settlement or to object to the Settlement was April, 17, 2026. As of May 5, 2026, Epiq has received no requests for exclusion. As of May 5, 2026, Epiq is aware of no objections to the Settlement.

Claim Submission & Distribution Options

28. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members were able to file a Claim Form online or by mail prior to the deadline. With any method of filing a Claim Form, Settlement Class Members were given the option of receiving a digital payment, such

as a digital prepaid Mastercard or other digital means (e.g. PayPal, Zelle or Venmo). Epiq worked with counsel for the parties to select an appropriate menu of payment options. The type of digital payment selected does not impact Epiq's compensation for its work as the Settlement Administrator, and no digital option is discouraged relative to other options.

29. The deadline for Settlement Class Members to file a Claim Form was April 17, 2026. As of May 5, 2026, Epiq has received 810 Claim Forms (791 online and 19 paper). Since the Claims Submission Deadline has just recently passed, these numbers are preliminary.

Fraud Prevention & Detection for Claim Submissions

30. Fraudulent claim filing is an unfortunate reality in many class action settlements in recent years. Given the current trends within the Class Action Industry with fraudulent claim filing by bad actors, some level of fraudulent claim filing was anticipated in a case like this. Epiq partners with the top resources in the industry to combat fraud, following best practices to deter and detect fraud. For this Settlement, EpiqShield™ was used to prevent, detect, and provide in-depth analysis regarding possible fraudulent claims. EpiqShield™ uses numerous anti-fraud measures, extensive technology, and information security resources, including digital footprint monitoring and secure banking solutions. These tools serve to detect and prevent fraud attempts perpetuated by bots. In addition, Epiq conducted an analysis of Claim Forms by looking at numerous known indicators of indicia of fraud. At this time, Epiq does not anticipate that some portion of the total number of Claim Forms submitted will be deemed fraudulent.

Claim Validity Determination and Deficiency Process

31. The Settlement Administrator's deficiency-notification process, designed at Class Counsel's direction, was crafted to give every claimant a meaningful opportunity to perfect their Claim Form. Each claimant whose initial Claim Form Class Counsel identified as potentially deficient received an individualized deficiency notification by email, sent to the address the claimant had provided on their Claim Form. Each such notification was tailored to the specific category or categories of deficiency that Class Counsel identified in the claimant's submission, explaining what was missing or insufficient, identifying what additional information or

documentation would cure the deficiency, and stating a deadline for response. Two claimants did not provide email addresses on their Claim Forms, and therefore the deficiency notifications were mailed to the physical addresses provided.

32. On April 13, 2026, the Settlement Administrator sent an initial wave of 499 deficiency notifications. The response deadline for these notifications was April 27, 2026. To date, the Settlement Administrator has received 20 timely responses. It is my understanding that Class Counsel's initial review of these responses remains ongoing.

33. On May 4, 2026, Plaintiffs delivered to the Settlement Administrator an additional 367 deficiency notifications for delivery to the affected claimants. The response deadline for this second wave of deficiency notifications is fourteen days.

34. Also on May 4, 2026, Class Counsel identified, on a preliminary basis, 18 claims as potentially eligible for payment under the terms of the Settlement Agreement: 1) three (3) Proof Payment Claims, with a combined proposed payout of approximately \$3,000, and 2) 15 Alternative Payment Claims, payable at \$20 each. Per the Settlement Agreement, Capital One has thirty-five days from the Settlement Administrator's determination of the validity of all Claim Forms to challenge any of these payment determinations.

CONCLUSION

35. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, that the notice or notice plan provides class members with easy access to the details of how the class action may impact their rights. All of these requirements were met in this case.

36. The Notice Plan reached approximately 75% of the Settlement Class using a Media Plan (digital and social media notice) with an average frequency of 2.0 times each. The reach was further enhanced by internet sponsored search listings, an informational release, and a Settlement Website, which are not included in the reach calculation. The Federal Judicial Center's ("FJC")

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide, which is relied upon for federal cases and is illustrative for state courts, states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”¹⁰ Here, we have developed and implemented a Notice Plan that readily achieved a reach within that standard.

37. The Notice Plan followed the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which are: a) to endeavor to actually inform the Settlement Class, and b) to demonstrate that notice is reasonably calculated to do so:

- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

38. The Notice Plan as implemented provided the best notice practicable under the circumstances, conformed to all aspects of Federal Rules of Civil Procedure Rule 23 regarding notice, comported with the guidance for effective notice stated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

39. The Notice Plan schedule afforded enough time to provide notice to the Settlement Class Members before the deadline to opt-out or object.

¹⁰ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed May 6, 2026.



Cameron R. Azari, Esq.

Attachment 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

*In re Capital One Financial Corporation,
Affiliate Marketing Litigation*

Case No. 1:25-cv-00023-AJT-WBP

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 600 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendants Capital One Financial Corporation, Wikibuy LLC, and Wikibuy Holdings, LLC, 63 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia,

the United States Territories, the Examiner-in-Charge at the Office of Comptroller of the Currency, the Office of Comptroller of the Currency's Litigation Department, the Federal Reserve Bank of Richmond, the Federal Reserve Headquarters, and the DC and the Atlanta offices of the Federal Deposit Insurance Corporation) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").¹

7. On December 19, 2025, Epiq sent 63 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States, the Examiner-in-Charge at the Office of Comptroller of the Currency, the Office of Comptroller of the Currency's Litigation Department, the Federal Reserve Bank of Richmond, the Federal Reserve Headquarters, and the DC and the Atlanta offices of the Federal Deposit Insurance Corporation. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

- The initial 13 class action complaints filed in this consolidated action;
- Consolidated Class Action Complaint (filed February 11, 2025);
- Consolidated Class Action Complaint (filed February 14, 2025); and
- Amended Consolidated Class Action Complaint (filed March 25, 2025).

b. **Per 28 U.S.C. § 1715(b)(3) – Proposed Notification to Class Members:**

- Long Form Notice (*Exhibit D to the Settlement Agreement*);
- Online Banner Notice (*Exhibit E to the Settlement Agreement*);
- Publication Notice (*Exhibit F to the Settlement Agreement*); and
- Claim Form (*Exhibit G to the Settlement Agreement*).

c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:

- Plaintiffs’ Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class;
- Plaintiffs’ Memorandum in Support of Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class;
 - Class Action Settlement Agreement (*Exhibit 1 to the Plaintiffs’ Memorandum*), which includes the [Proposed] Preliminary Approval Order, the [Proposed] Final Approval; Order, the [Proposed] Judgment, the Long Form Notice, the Online Banner Notice, the Publication Notice, the Claim Form, and the List of Excluded Entities and Individuals, all of which are exhibits to the Settlement Agreement;

- [Proposed] Final Approval Order (*Exhibit B to the Settlement Agreement*);
 - [Proposed] Judgment (*Exhibit C to the Settlement Agreement*);
 - [Proposed] Order Granting Preliminary Approval of Class Settlement (*Exhibit 2 to the Plaintiffs' Memorandum*);
 - Class Counsel's Declaration in Support of Plaintiffs' Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class (*Exhibit 3 to the Plaintiffs' Memorandum*);
 - Declaration of Cameron R. Azari, Esq. Regarding Notice Plan (*Exhibit 4 to the Plaintiffs' Memorandum*); and
 - The Court's December 18, 2025, Order granting preliminary approval.
- d. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** An estimated geographic analysis of the proportions of potential Class Members in each state was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 19, 2025.



KYLE S. BINGHAM

Attachment 1

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Stephen J. Cox	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	James Uthmeier	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Catherine Hanaway	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Jeff Jackson	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Dave Sunday	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Derek Brown	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Nick Brown	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	JB McCuskey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Keith Kautz	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Gwen Tauiliili-Langkilde	GHC Reid Building, Pago Plaza, 2d flr, Room 220	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Lourdes L. Gomez Torres	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade	GERS BLDG 2nd Floor	St Thomas	VI	00802

CAFA Notice Service List

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

Appropriate Official	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Pamela Bondi	950 Pennsylvania Ave NW		Washington	DC	20530
The Office of the Comptroller of the Currency	Jeffrey Solis	c/o Capital One	1600 Capital One Drive 9th Floor	McLean	VA	22102
The OCC Litigation Department	Adam Cohen	400 7th St. SW		Washington	DC	20219
Board of Governors of the Federal Reserve System	Mark Van Der Weide	20th Street and Constitution Avenue NW		Washington	DC	20551
The Federal Reserve Bank of Richmond	Jeffrey Slone	701 East Byrd Street		Richmond	VA	23261
The Federal Deposit Insurance Corporation	Philip P. Mead	550 17th Street NW		Washington	DC	20429
The Federal Deposit Insurance Corporation	Ann Servaes	10 10th Street NE	Suite 900	Atlanta	GA	30309

Attachment 2

CAFA NOTICE ADMINISTRATOR

10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

December 19, 2025

VIA UPS OR USPS PRIORITY MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendants Capital One Financial Corporation, Wikibuy LLC, and Wikibuy Holdings, LLC (collectively “Defendant”) relating to the proposed settlement of a class action lawsuit.

- **Case:** *In re Capital One Financial Corporation, Affiliate Marketing Litigation, Case No. 1:25-cv-00023.*
- **Court:** United States District Court for the Eastern District of Virginia, Alexandria Division.
- **Defendant:** Capital One Financial Corporation, Wikibuy LLC, and Wikibuy Holdings, LLC.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:

1. Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:

- The initial 13 class action complaints filed in this consolidated action;
- Consolidated Class Action Complaint (filed February 11, 2025);
- Consolidated Class Action Complaint (filed February 14, 2025); and
- Amended Consolidated Class Action Complaint (filed March 25, 2025).

All of these documents are also available online through the federal government’s PACER service at <http://www.pacer.gov>.

- 2. Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has scheduled a final approval hearing for June 10, 2026. No other judicial hearings concerning the settlement agreement at this time. When the Court schedules other hearings concerning the settlement agreement, the date of such hearing will be posted on the settlement website (www.influencermarketingclaims.com) along with other relevant information.

3. Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:

The Court has authorized notice to be sent to class members. The notice is:

- Long Form Notice (*Exhibit D to the Settlement Agreement*);
- Online Banner Notice (*Exhibit E to the Settlement Agreement*);

CAFA NOTICE ADMINISTRATOR

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- Publication Notice (*Exhibit F to the Settlement Agreement*); and
 - Claim Form (*Exhibit G to the Settlement Agreement*).
4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
- Plaintiffs’ Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class;
 - Plaintiffs’ Memorandum in Support of Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class;
 - Class Action Settlement Agreement (*Exhibit 1 to the Plaintiffs’ Memorandum*), which includes the [Proposed] Preliminary Approval Order, the [Proposed] Final Approval Order, the [Proposed] Judgment, the Long Form Notice, the Online Banner Notice, the Publication Notice, the Claim Form, and the List of Excluded Entities and Individuals, all of which are exhibits to the Settlement Agreement;
 - [Proposed] Final Approval Order (*Exhibit B to the Settlement Agreement*);
 - [Proposed] Judgment (*Exhibit C to the Settlement Agreement*);
 - [Proposed] Order Granting Preliminary Approval of Class Settlement (*Exhibit 2 to the Plaintiffs’ Memorandum*);
 - Class Counsel’s Declaration in Support of Plaintiffs’ Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class (*Exhibit 3 to the Plaintiffs’ Memorandum*);
 - Declaration of Cameron R. Azari, Esq. Regarding Notice Plan (*Exhibit 4 to the Plaintiffs’ Memorandum*); and
 - The Court’s December 18, 2025 Order granting preliminary approval.

Additionally, the Settlement Agreement references the agreed-upon list of rules and parameters mutually developed by the Parties that will be used to determine whether a Settlement Class Member qualifies for a Proof Payment, which was included as Exhibit B to the Parties’ Term Sheet. The Settlement Agreement also discusses Capital One’s right to terminate the Settlement Agreement if a certain number of Settlement Class Members timely and validly request exclusion. That number was previously agreed to by the Parties and is identified in the Parties’ Term Sheet. The Term Sheet is not included in this Notice, but can be provided upon request.

5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** Other than the information referenced above, here are no other Settlements or Agreements between the parties.
6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.

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7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** The Settlement Class means all persons (including entities) in the United States who participated in an affiliate commission program with an online merchant that also partnered with Capital One Shopping during the Class Period, and who were involved in a transaction in which Capital One Shopping was also involved. Excluded from the Settlement Class are the entities and individuals listed in Exhibit H of the Settlement Agreement.

It is not feasible to determine the estimated number of Settlement Class Members, but an estimated geographic analysis of the proportions of potential Class Members in each state is included on the enclosed CD.

8. **Per 28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** On December 18, 2025, the Court entered an order granting preliminary approval to the Settlement and proposed Notice plan. To date, the Court has not issued any other judicial opinions relating to the proposed notice, settlement or any other agreement between settlement class counsel and defendants' counsel, or final judgment.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Attachment 2

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By Erica Radol

Published Feb. 13, 2026, 3:19 p.m. ET

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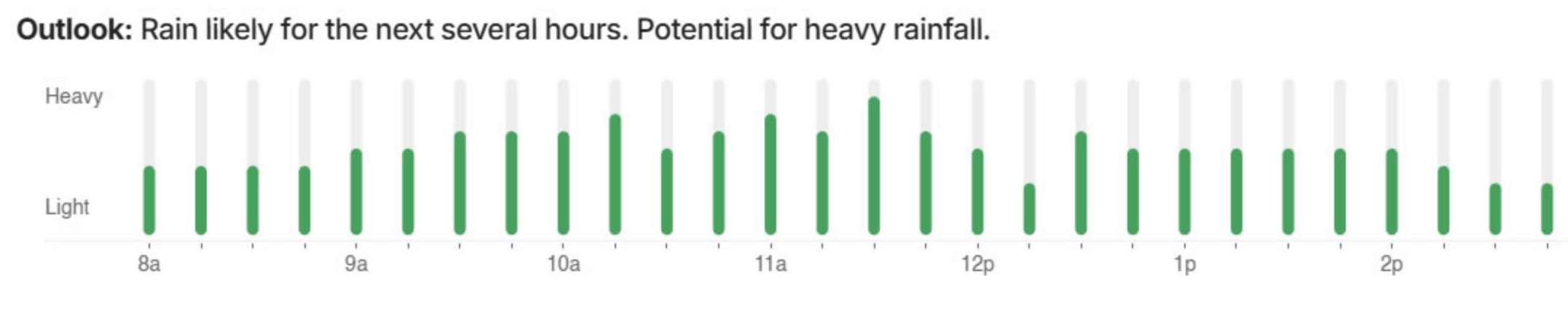
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Wind	↑ 5 mph SSE	Humidity	100%
Air Quality	27 - Good	Dew Point	45°
Pressure	↓ 29.82 in	UV Index	0 of 11
Visibility	6 mi	Moon Phase	New Moon
Sunrise	6:36 am	Sunset	5:38 pm



Hourly Weather

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Time	Temp	Weather	Humidity	Wind	Precipitation
8 am	47°	Rain	93%	← 6 mph	0.04 in

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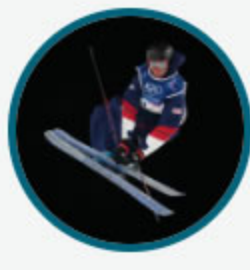
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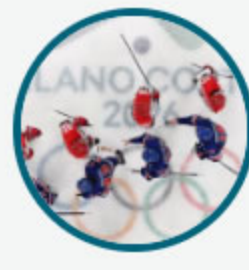
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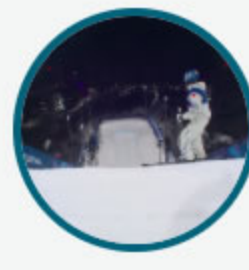
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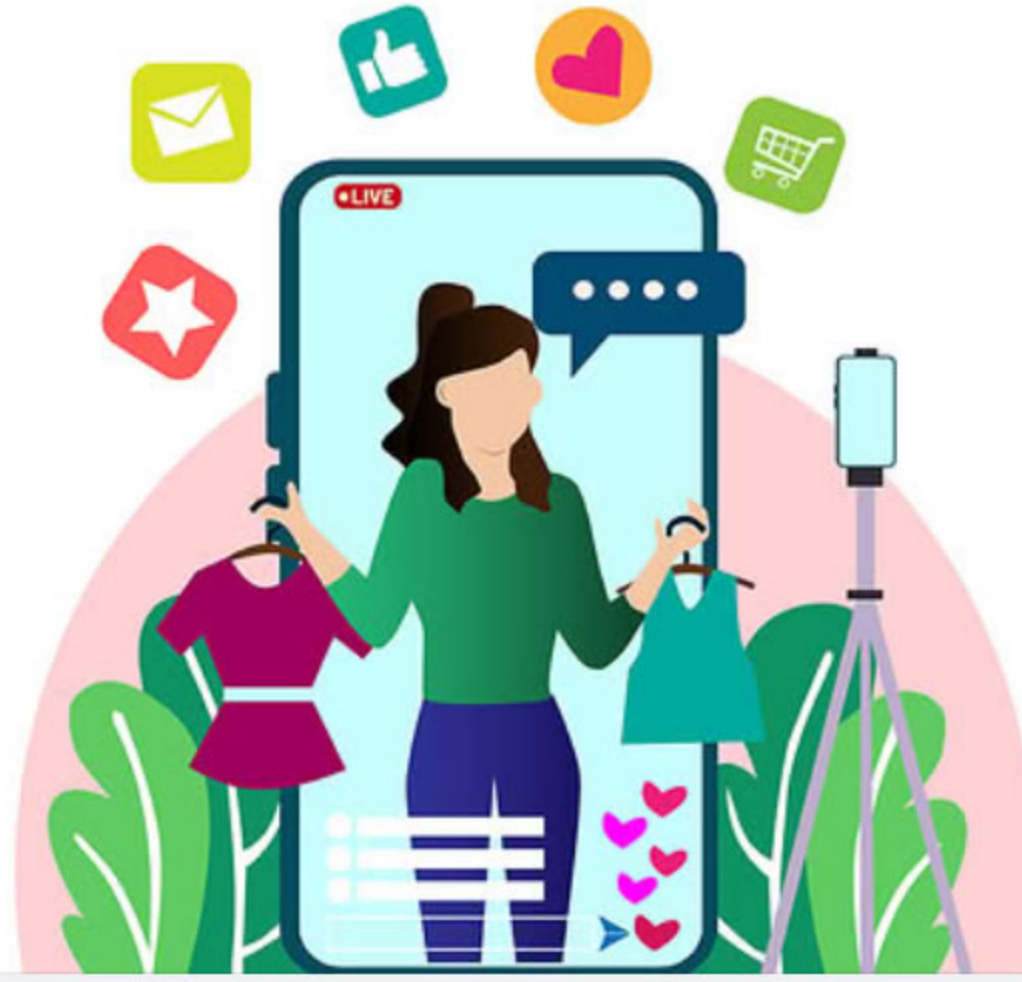
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Capital One Shopping
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Influencer Class Action
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Influencer Litigation
Influencer Claim
Influencer Marketing Lawsuit
Influencer Marketing Proposed Settlement
Influencer Marketing Class Action
Influencer Marketing Class Action Proposed Settlement
Influencer Marketing Litigation
Influencer Marketing Claim
Capital One Shopping Lawsuit
Capital One Shopping Proposed Settlement
Capital One Shopping Class Action
Capital One Shopping Class Action Proposed Settlement
Capital One Shopping Litigation
Wikibuy Lawsuit
Wikibuy Proposed Settlement
Wikibuy Class Action
Wikibuy Class Action Proposed Settlement
Wikibuy Litigation
Affiliate Commission Lawsuit
Affiliate Commission Proposed Settlement
Affiliate Commission Class Action
Affiliate Commission Class Action Proposed Settlement
Affiliate Commission Litigation
Affiliate Marketing Lawsuit
Affiliate Marketing Proposed Settlement
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Affiliate Marketing Class Action Proposed Settlement
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Class Action Lawsuit - Influencer Marketing Claims

Advertised online with merchants/affiliates who partnered with Capital One Shopping? You may be entitled to a payment from a class action settlement.

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AI Overview

Several high-profile lawsuits involving social media influencers have made headlines in late 2025 and early 2026, covering topics from "alienation of affection" to intellectual property disputes and deceptive advertising.

Key, up-to-date lawsuits as of February 2026 include:

1. \$1.75 Million "Alienation of Affection" Suit (TikTok)

- The Case:** North Carolina TikTok influencer **Brenay Kennard** was ordered by a jury to pay **\$1.75 million** in damages to Akira Montague.
- Details:** Montague sued Kennard for "alienation of affection" and "criminal

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People.com
<https://people.com> › Celebrity › Influencers

Influencers Involved in 'Sad Beige Lawsuit' Ask Judge ...

May 30, 2025 — Sydney Nicole Gifford filed a lawsuit alleging fellow influencer Alyssa Sheil "replicated" her "neutral, beige, and cream aesthetic" across various social ... [Read more](#)

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One Amazon influencer makes a living posting content ...

Overview of the Amazon **influencer lawsuit**. Impact of influencer rivalries on copyright. Most impactful longform articles of the year. Best ... [Read more](#)

74 answers · Top answer: So kids these days are just watching ads...for funsies? I guess I'll go shout at ...

'First of its Kind' Influencer Copyri
Case Dropped Against ...

May 28, 2025 — Online influencer Alyss
saw a highly publicized lawsuit against

- AZA Law

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Dec 10, 2024 — A Minnesotan influenc
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Jun 16, 2025 — A wave of **class action** lawsuits targeting **influencer** marketing practices has emerged in the first half of 2025, signaling what could be a popular trend. [Read more](#)

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Jun 12, 2025 — **Class** actions targeting prominent brands using **influencers** to advertise their products on social media are on the rise, accusing brands and their **influencers** ... [Read more](#)

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Jul 21, 2025 — **Influencer** marketing is facing a wave of new **class action** lawsuits. Find out what's unfolding in the U.S. courts and what it could mean for ...

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Influencer Marketing Class Actions Surge in 2025 | Morgan Lewis

Jun 16, 2025 · A rise in 2025 class actions targets brands and influencers over deceptive marketing. Learn common themes, legal risks, and compliance takeaways.



ClassAction.org
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Private Litigation Rises in Influencer Marketing: Brands Face ...

Sep 19, 2025 · While the FTC remains a significant player in regulating advertising practices, the role of private litigation underscores an increasingly participatory form of accountability...

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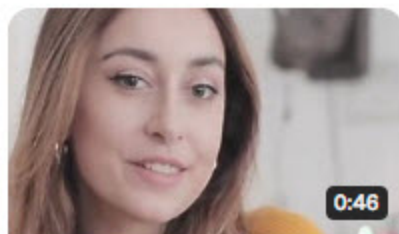


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This Lawsuit Proves It.

Jul 8, 2025

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Influencers Sued for False
Advertising!

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Marques Brownlee
SPEAKS OUT on
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Influencer Marketing Class Actions on the Rise: Common Themes

Jun 17, 2025 - A wave of class action lawsuits targeting influencer marketing practices has emerged in the first half of 2025, signaling what could be a popular trend in consumer class action...



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Private Litigation Rises in Influencer Marketing: Brands Face New ...

Sep 19, 2025 - These developments highlight a shift in the enforcement dynamics, where private litigation complements regulatory oversight to address alleged deceptive practices in influencer ...



Coblentz Law

https://www.coblentzlaw.com > news > beyond-the-ftc...

Beyond the FTC: Consumer Class Actions Are ...

Jun 16, 2025 - Filed in April 2025 in the Central District of California, the \$50 million class action alleges that Revolve, an online clothing retailer, paid influencers to ...



Benesch, Friedlander, Coplan & Aronoff LLP

https://www.beneschlaw.com > resources > classaction...

#ClassAction: Influencer Marketing Class Actions are Trending

May 1, 2025 - Class actions alleging deceptive influencer marketing practices are going viral. These new lawsuits, naming both companies and affiliated influencers as defendants, mark the advent of a new ...



LinkedIn

https://www.linkedin.com > pulse > rise-class-actions...

The Rise of Class Actions in Influencer Marketing: What ...

Jun 18, 2025 - Class actions targeting prominent brands using influencers to advertise their products on social media are on the rise, accusing brands and ...





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[Influencer Marketing Lawsuit | Regarding Capital One Shopping](#)

Sponsored Influencers who promoted products on their platform may be eligible for compensation. If some of your commissions were diverted, you may be eligible for a payment.



The rise of influencer marketing has led to a significant increase in class action lawsuits targeting brands and influencers for misleading advertising practices. These lawsuits often involve claims that influencers promoted products without disclosing their financial relationships with the brands, leading consumers to pay a premium for products they might not



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Attachment 5

If you advertised online with merchants and affiliate networks who partnered with Capital One Shopping, you may be entitled to a payment from a class action settlement

NEWS PROVIDED BY

United States District Court for the Eastern District of Virginia →

Feb 16, 2026, 09:00 ET

RICHMOND, Va., Feb. 16, 2026 /PRNewswire/ --

The Claims deadline is April 17, 2026.

Visit www.InfluencerMarketingClaims.com or call 1-877-837-7976 for more information.

A proposed settlement has been reached in a class action lawsuit alleging that Defendants Capital One Financial Corporation, Wikibuy LLC, and Wikibuy Holdings LLC ("Defendants") received affiliate marketing commissions that other affiliate marketers should have received. Defendants deny that they did anything wrong. The Settlement, if approved, resolves the lawsuit and provides benefits to Settlement Class Members who do not exclude themselves from the Settlement Class.

Who is included? The Settlement Class consists of all persons (including entities) in the United States who participated in an affiliate commission program with an online merchant that also partnered with Capital One Shopping between January 6, 2020, and December 18, 2025, and who were involved in a transaction in which Capital One Shopping was also involved. Eligibility for a payment will be determined using the Capital One Shopping Data. Some entities are excluded from the Settlement Class. The list of excluded entities can be found at www.InfluencerMarketingClaims.com.

What benefits does the Settlement provide? If approved, the Settlement will provide payments and other benefits to Settlement Class Members who submit a valid Claim Form. Settlement Class Members who submit a valid Claim Form are eligible for one of the following payment types:

- **Proof Payment:** Settlement Class Members who can demonstrate that they have one or more qualifying transactions within the Capital One Shopping Data by submitting a valid and timely Proof Payment Claim Form will receive the greater of (i) the amount of commission received by Capital One Shopping for all qualifying transactions posted on or after November 1, 2023, or (ii) the \$20 Alternative Payment. (**NOTE:** If your affiliate data is associated only with transactions that were posted prior to November 1, 2023, you are not eligible for a Proof Payment, but you **are** still eligible for an Alternative Payment.)

OR

- **Alternative Payment:** Settlement Class Members who submit a valid and timely Alternative Payment Claim Form and do not receive a Proof Payment will receive \$20. No Settlement Class Member can receive more than one Alternative Payment.

Defendants will also make certain commitments regarding its business practices, which are described in the Settlement available on the Settlement Website.

What are the options? You must submit a valid Claim Form by **April 17, 2026**, to receive a payment under the Settlement.

If you are a Settlement Class Member and do nothing, and the Settlement is approved and becomes final, you will not receive any payment under this Settlement, and you will give up your right to bring your own lawsuit against Defendants about the issues in the lawsuits. If you exclude yourself from the Settlement Class (sometimes referred to as "opting out"), you will give up your right to receive a Settlement payment but will retain any right you may have to sue Defendants about the issues in this action. To exclude yourself, you must mail a signed, written request for exclusion, postmarked no later than **April 17, 2026**. Requests for exclusion must be specific to individual Settlement Class Members, and Settlement Class Members cannot request exclusion as a class or group. If you do not exclude yourself, you may object to or comment on the Settlement and/or to Settlement Class Counsel's request for attorneys' fees and litigation expenses and/or for a service award to the plaintiffs who brought this class action proceeding on behalf of the Settlement Class. To do so, you must send to the Court at the address below a written objection that is postmarked or filed no later than **April 17, 2026**. For more information, including as to what any request for exclusion or objection must contain, visit www.InfluencerMarketingClaims.com.

What happens next? The Court will hold a hearing on **June 10, 2026** at the United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, Room 900, 401 Courthouse Square, Alexandria, Virginia, 22314, to decide whether to approve the Settlement, how much attorneys' fees and expenses to award the attorneys who worked representing the Settlement Class (up to \$3.95 million), and whether to award a service award of up to \$10,000 to each Settlement Class Representative who brought this case on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.InfluencerMarketingClaims.com for updates.

Who represents the Settlement Class? The Court has appointed the following lawyers at the following law firms to represent the Settlement Class: James J. Pizzirusso at Hausfeld LLP; E. Michelle Drake at Berger Montague PC; Douglas J. McNamara at Cohen Milstein Sellers & Toll LLP; and Norman E. Seigel at Stueve Siegel Hanson LLP. Together, these lawyers are called Settlement Class

Counsel. Settlement Class Members do not need to pay these lawyers out of their pocket; instead, these lawyers will apply for compensation under the terms of the Settlement Agreement. If you are a Settlement Class Member and want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents including a detailed notice about your rights under the proposed Settlement, the full Settlement agreement, the complaints in the lawsuits, and Settlement Class Counsel's Motion for Attorney's Fees and Settlement Class Representative Service Awards, as well as any court orders related to the Settlement (once they are filed), visit www.InfluencerMarketingClaims.com or call **1-877-837-7976**. **PLEASE DO NOT CONTACT THE COURT.**

URL: www.InfluencerMarketingClaims.com



If you advertised online with merchants and affiliate networks who partnered with Capital One Shopping, you may be entitled to a payment from a class action settlement.

An illustration of a woman in a green shirt and purple pants standing in front of a large smartphone. The phone screen shows a shopping cart and a list of items. Surrounding the phone are various icons: a yellow envelope, a blue speech bubble, a red heart, a green shopping cart, a red star, and a blue speech bubble. The background is a light pink circle with green leaves.

Press Release from PR Newswire
www.prnewswire.com

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SOURCE United States District Court for the Eastern District of Virginia

Attachment 6

If you advertised online with merchants and affiliate networks who partnered with Capital One Shopping, you may be entitled to a payment from a class action settlement

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Capital One Financial Corporation, Wikibuy LLC, and Wikibuy Holdings, LLC (collectively “Defendants”) have agreed to a proposed class action settlement to resolve claims in a lawsuit called *in re Capital One Financial Corporation, Affiliate Marketing Litigation*, No. 1:25-cv-00023-AJT-WBP (E.D. Va.) (the “Settlement”), which involves legal claims relating to the affiliate marketing industry.

The Settlement Class is defined as all persons (including entities) in the United States who participated in an affiliate commission program with an online merchant that also partnered with Capital One Shopping between January 6, 2020 and December 18, 2025, and who were involved in a transaction in which Capital One Shopping was also involved.

If you are a member of the Settlement Class, the purpose of this notice is to inform you of the proposed class action settlement so you may decide what to do. Your legal rights under the Settlement are affected even if you do nothing, so please read this notice carefully.

If approved, the Settlement will provide compensation and other benefits to Settlement Class Members who submit a valid Claim Form. Settlement Class Members who submit a valid Claim Form are eligible for only one of the following two payments:

- **Proof Payment:** Settlement Class Members who demonstrate that they have one or more qualifying transactions within the Capital One Shopping Data by submitting a valid and timely Proof Payment Claim Form shall receive the greater of (i) a monetary payment equivalent to the amount of commission received by Capital One Shopping for all qualifying transactions posted on or after November 1, 2023, or (ii) the Alternative Payment. (**NOTE:** If your affiliate data is associated only with transactions that were posted prior to November 1, 2023, you are not eligible for a Proof Payment, but you *are* still eligible for an Alternative Payment.)
- **Alternative Payment:** Settlement Class Members who submit a valid and timely Alternative Payment Claim Form and do not receive a Proof Payment will receive \$20. No Settlement Class Member will receive more than one Alternative Payment.

Eligibility for a Proof Payment or Alternative Payment will be determined using the Capital One Shopping Data. Some entities are excluded from the Settlement Class; the list of such entities can be found on the Settlement Website at www.InfluencerMarketingClaims.com.

For their work in Securing this Settlement, the attorneys representing the Settlement Class (known as “Settlement Class Counsel”) will separately request up to \$3,950,000 in attorneys’ fees and costs.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Class Action Agreement and other important case documents, are available on the Settlement Website at www.InfluencerMarketingClaims.com. Please visit the website regularly for further updates about the Settlement.

**Questions? Visit www.InfluencerMarketingClaims.com
or call toll-free at 1-877-837-7976.**

BASIC INFORMATION

1. WHAT IS THIS NOTICE?

The Court overseeing this case authorized this notice to inform you about a class action settlement in a lawsuit named *In re Capital One Financial Corporation, Affiliate Marketing Litigation*, No. 1:25-cv-00023-AJT-WBP, which is pending before the Honorable Anthony J. Trenga in the United States District Court for the Eastern District of Virginia.

Plaintiffs Ahntourage Media LLC, Just Josh, Inc., Storm Productions LLC, TechSource Official, and ToastyBros, LLC (together, “Plaintiffs” or “Settlement Class Representatives”) allege that Defendants received affiliate marketing commissions that Settlement Class Members should have received.

Defendants deny Plaintiffs’ allegations and any and all alleged wrongdoing associated with Plaintiffs’ claims, and they maintain that Capital One Shopping is an industry leader that works closely and transparently with its affiliate network and advertising partners. Defendants are confident that, if this Action moved forward, Defendants would have prevailed on the merits. This Settlement does not reflect any findings by the Court that Capital One Shopping engaged in any wrongdoing.

The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

This notice summarizes the Settlement and your legal rights and options under it. The deadlines listed in this notice may be modified, so please check the Settlement Website, www.InfluencerMarketingClaims.com, regularly for updates and further details.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
PARTICIPATE BY FILING A CLAIM	To obtain compensation under this Settlement, you must submit a valid claim. Please refer to Question 5 for details on how to submit a valid claim. You can submit your claim now. Under the current schedule, claims must be submitted electronically by April 17, 2026. This schedule may change, so please visit the Settlement Website (www.InfluencerMarketingClaims.com) regularly for updates.
REQUEST EXCLUSION	If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement, by April 17, 2026. If you do so, you will receive no compensation under this Settlement, but you will preserve your rights to bring claims against Defendants over the claims being resolved by this Settlement. Please refer to Questions 11-13 for further detail.
OBJECT	If you wish to object to the Settlement, you may write to the Court and explain what you dislike about the Settlement. You must submit your objection by April 17, 2026. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Settlement Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection,

**Questions? Visit www.InfluencerMarketingClaims.com
 or call toll-free at 1-877-837-7976.**

	<p>you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 16 & 17 for further details.</p> <p>If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 18-20 for further details.</p>
<p>DO NOTHING</p>	<p>If you do nothing, you will receive no payment in this Settlement and you will give up your right to assert claims against Defendants arising from or related to in any to Defendants, the conduct alleged in the Action, or conduct arising from the factual predicate of the Action.</p>

WHO IS IN THE SETTLEMENT CLASS

2. AM I PART OF THE SETTLEMENT CLASS?

The Settlement Class consists of all persons (including entities) in the United States who participated in an affiliate commission program with an online merchant that also partnered with Capital One Shopping between January 6, 2020 and December 18, 2025, and who were involved in a transaction in which Capital One Shopping was also involved.

Eligibility for a Proof Payment or Alternative Payment will be determined using the Capital One Shopping Data. Some entities are excluded from the Settlement Class; the list of such entities can be found on the Settlement Website www.InfluencerMarketingClaims.com.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

3. WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the Settlement will provide compensation and other benefits to Settlement Class Members who submit a valid Claim Form. Settlement Class Members who submit a valid Claim Form are eligible for one of two mutually exclusive payments:

- **Proof Payment:** Settlement Class Members who can demonstrate that they have one or more qualifying transactions within the Capital One Shopping Data by submitting a valid and timely Proof Payment Claim Form shall receive the greater of (i) a monetary payment equivalent to the amount of commission received by Capital One Shopping for all qualifying transactions posted on or after November 1, 2023, or (ii) the Alternative Payment. (**NOTE:** If your affiliate data is associated only with transactions that were posted prior to November 1, 2023, you are not eligible for a Proof Payment, but you *are* still eligible for an Alternative Payment.). In order to be eligible for a Proof Payment, there must be a sufficient indication in the data that Capital One received a commission in connection with a transaction where the consumer had clicked the Claimant’s affiliate link prior to clicking on Capital One’s affiliate link, and Capital One’s receipt of that commission may have been inconsistent with industry standards.
- **Alternative Payment:** Settlement Class Members who submit a valid and timely Alternative Payment Claim Form and do not receive a Proof Payment shall receive \$20. In order to be eligible for an Alternative Payment, there must be a sufficient indication of the Claimant’s affiliate information in Capital One’s data.

**Questions? Visit www.InfluencerMarketingClaims.com
 or call toll-free at 1-877-837-7976.**

Defendants will also make certain commitments with respect to its business practices, which are described below and also are available in the Settlement available on the Settlement Website.

Questions 4-7 below describe these benefits in more detail.

4. HOW MUCH WILL I RECEIVE IF I FILE A CLAIM?

The amount that each Settlement Class Member is entitled to is variable and depends on the information provided by the Settlement Class Member on their Claim Form.

Settlement Class Members eligible for a **Proof Payment** will get an amount equal to the commission received by Capital One Shopping for qualifying transactions posted on or after November 1, 2023. If a Settlement Class Member's Proof Payment would be less than \$20, the Settlement Class Member will receive an Alternative Payment instead. If a Settlement Class Member receives an Alternative Payment, they will not receive a Proof Payment.

Settlement Class Members eligible for an **Alternative Payment** will receive \$20. No Settlement Class Member shall receive more than one Alternative Payment.

The total amount paid, and individual payments to all valid Claimants, will not be reduced by the number of people who submit claims.

5. HOW DO I SUBMIT A CLAIM FOR CASH COMPENSATION?

You must timely submit a valid Claim Form to receive a settlement payment.

Your claim must be submitted online through the portal available at www.InfluencerMarketingClaims.com or by mailing it to the Settlement Administrator. To complete a Claim Form, you will need to provide, at a minimum: (1) your name and contact information, including mailing address, phone number, email address; (2) your Social Security Number or Taxpayer Identification Number; (3) information sufficient to demonstrate that you partnered with a merchant that also partnered with Capital One Shopping using the same affiliate network; and (4) information sufficient to demonstrate that you have a qualifying transaction in the Capital One Shopping Data, including your trade name, publisher ID, affiliate ID, URLs (short and/or long form), and/or click IDs. The Settlement Administrator will only search the Capital One Shopping Data for identifiers you provide. Not all identifiers are included for every transaction in the Capital One Shopping Data, so submitting incomplete information may result in the Administrator being unable to locate your transaction(s). Additionally, while you will not be required to submit click IDs with your Claim Form, click IDs are an important piece of evidence that can demonstrate ownership and eligibility for payment, and failure to provide click IDs could make it difficult to locate transactions in the Capital One Shopping data or establish ownership and eligibility for payment.

6. WHEN WILL I GET MY PAYMENT?

The Settlement Administrator will calculate the payment amount for each timely and valid and complete Claim Form, and send out payments after the Settlement's "Effective Date," consistent with the schedule set forth in the Settlement.

The "Effective Date" will depend on when the Court enters its order finally approving the Settlement and its Judgment, and whether there is an appeal of the Judgment.

**Questions? Visit www.InfluencerMarketingClaims.com
or call toll-free at 1-877-837-7976.**

Please check www.InfluencerMarketingClaims.com after the Final Approval Hearing (*see* **Questions 18-20**) for information concerning the timing of Settlement payments. The Parties anticipate that the Court will hold its Final Approval Hearing in June, 2026.

7. WHAT COMMITMENTS WILL DEFENDANTS MAKE IN CONNECTION WITH THE SETTLEMENT REGARDING ITS BUSINESS PRACTICES?

Defendants shall implement for at least two years the following changes.

- Use its best efforts to ensure that the Capital One Shopping Browser Extension is designed and functions so that it complies with the stand-down rules and policies established by affiliate networks and merchants that partner with Capital One Shopping, including reviewing the work of Settlement Class Representatives' expert to determine if any affiliate links that were not included in Capital One Shopping's affiliate_redirect_match table should have triggered a stand down.
- Formalize a process whereby Defendants periodically review applicable stand-down rules established by its partner networks and merchants and monitors compliance with those rules.
- Identify an ombudsman within Capital One with a published email address who can serve as a point of contact for merchants, affiliate networks, and publishers to contact with concerns about whether Capital One Shopping is complying with the terms of this Agreement.
- Abide by a process where bona fide, non-frivolous issues brought to the attention of the ombudsman are evaluated in order to determine whether they require any changes to the Capital One Shopping Browser Extension. This obligation shall not apply to communications involving individuals or entities perceived to be making false or fraudulent claims, automatically generated messages, or messages sent on behalf of others (other than legal counsel for a Settlement Class Member).
- In instances where Defendants determine that changes should be made to the Capital One Shopping Browser Extension, Defendants will evaluate whether the issue being addressed is of such significance that it needs to be addressed globally (*i.e.*, across multiple merchants and/or affiliate networks, if consistent with those merchants or networks' standdown rules), or whether it should be addressed only at a website-, merchant-, or other non-global level.

In the event technological or industry developments or intervening changes in law make compliance by Defendants with any provision impossible or technically impractical, the Parties agree to negotiate in good faith as to appropriate modifications to such provision. If the Parties reach a mutual agreement that the elimination or modification of a provision is appropriate, they may jointly petition the Court to eliminate or modify such provision. If the Parties fail to reach an agreement, Defendants may ask the Court to eliminate or modify such provision.

UNDERSTANDING THE CLASS ACTION PROCESS

8. WHAT IS A CLASS ACTION?

In a class action, one or more people called "class representatives" sue on behalf of people and/or companies who have similar claims. All these people are a "class" or "class members." When a class action is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or "opt out" of) the class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in **Questions 11-13** below.

**Questions? Visit www.InfluencerMarketingClaims.com
or call toll-free at 1-877-837-7976.**

9. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE CLASS?

If the Settlement becomes final and you do not exclude yourself, you will release Defendants and the Released Parties from liability for all Released Claims and you will not be able to sue them about the issues in the lawsuit. Under the Settlement, “Released Claims” are defined as follows:

(i) any and all Claims that the Releasing Parties ever had, now have, or hereafter can, shall, or may have, individually, representatively, derivatively, or in any other capacity, against Defendants, arising from or related in any way to Capital One Shopping, the conduct alleged in this Action, or conduct arising from the factual predicate of this Action, from the beginning of time through the date of the Preliminary Approval Order, as well as (ii) any and all claims the Releasing Parties may have in the future that relate to the same factual predicate as asserted in this Action or the operation of the Capital One Shopping Browser Extension where Capital One Shopping complies with the applicable network’s or merchant’s stand-down rules in effect at the time of a transaction involving a Released Party.

The Settlement Agreement at Section 3.6 describes the Released Claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.InfluencerMarketingClaims.com.

You can talk to one of the lawyers listed in **Question 14** below for free or you can, of course, talk to your own lawyer at your own expense.

10. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not get a payment from the Settlement, but Defendants will still implement the business practice commitments.

You will still be bound by all terms of the Settlement, which means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to receive benefits from the Settlement and/or you want to retain the right to sue the Defendants about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from the Settlement, which is sometimes referred to as “opting out.”

To opt out of the Settlement, you must mail a letter or other written document to the Settlement Administrator. Your request must include:

- The Settlement Class Member’s full name, mailing address, and telephone number;
- A clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class;
- The name of the Action: “*In re Capital One Financial Corporation, Affiliate Marketing Litigation*, No. 1:25-cv-00023;”

**Questions? Visit www.InfluencerMarketingClaims.com
or call toll-free at 1-877-837-7976.**

- Your personal, wet signature. Electronic signatures, including DocuSign, are invalid and will not be considered personal signatures. Attorneys may not sign an exclusion request on a Settlement Class Member's behalf unless the Settlement Class Member is not a natural person and the attorney is employed by that Settlement Class Member.

Your exclusion Request must be postmarked no later than April 17, 2026 to:

Capital One Shopping Settlement
Settlement Administrator
PO Box 2019
Portland, OR 97208-2019

12. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No. If you do not timely submit your request for exclusion or fail to include the required information in your request for exclusion, you will remain a Settlement Class Member and will not be able to sue the Defendants about the claims that the Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound like all other Settlement Class Members by the Court's orders and judgments in this class action lawsuit, even if you do not file submit a Claim Form.

13. IF I EXCLUDE MYSELF, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits from the Settlement.

THE LAWYERS REPRESENTING YOU

14. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed the law firms of Hausfeld LLP; Berger Montague PC; Cohen Milstein Sellers & Toll PLLC; and Stueve Siegel Hanson LLP to represent Settlement Class Members as Settlement Class Counsel. Their contact information is as follows:

James J. Pizzirusso Hausfeld LLP 1200 17th Street N.W., Suite 600 Washington DC 20036 Tel: (202) 540-7154 Email: jpizzirusso@hausfeld.com	E. Michelle Drake Berger Montague PC 1229 Tyler Street, NE, Suite 205 Minneapolis, MN 55413 Tel: (612) 594-5933 Email: emdrake@bm.net
Douglas J. McNamara Cohen Milstein Sellers & Toll LLP 1100 New York Avenue, NW, Suite 800 Washington, DC 20005 Tel: (202) 408-4651 Email: DMcNamara@cohenmilstein.com	Norman E. Siegel Stueve Siegel Hanson LLP 460 Nichols Road, Suite 200 Kansas City, MO 64112 Tel: (816) 714-7100 Email: siegel@stuevesiegel.com

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

**Questions? Visit www.InfluencerMarketingClaims.com
or call toll-free at 1-877-837-7976.**

15. HOW WILL THE LAWYERS BE PAID?

Settlement Class Counsel will ask the Court to award up to \$3,950,000 in attorneys' fees and reasonable costs, for litigating this case and securing this settlement for the Settlement Class.

The Court must approve Settlement Class Counsel's requests for fees and costs. Settlement Class Counsel will submit their request for fees by April 17, 2026, and that document will be available at www.InfluencerMarketingClaims.com shortly after it is filed with the Court or by the time the Settlement Website is operational, whichever is later. The amount of fees that the Court ultimately awards to Settlement Class Counsel, if any, will not affect the amount of compensation to be paid to Settlement Class Members.

Settlement Class Members will have an opportunity to comment on and/or object to the request for attorneys' fees and costs, as explained further in **Question 16**.

Any attorney fee award is ultimately determined by the Court. Please check www.InfluencerMarketingClaims.com regularly for updates regarding their request for attorneys' fees and expenses.

OBJECTING TO THE SETTLEMENT

16. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue.

To comment on or to object to the Settlement or to Settlement Class Counsel's request for attorneys' fees and/or costs, you or your attorney must submit your written objection to the Court with the following information:

To object to the Settlement, you must send a written objection that includes the following:

- The case name and number (*In re Capital One Financial Corporation, Affiliate Marketing Litigation*, No. 1:25-cv-00023)
- Your full name, mailing address, and telephone number;
- A detailed statement of your objection(s) and who it applies to, as well as the specific reasons, if any, for each such objection;
- A statement about if you intend to appear at the Final Approval Hearing either in person or through counsel, and;
- Your signature, or the signature or affirmation of a person authorized to act on your behalf.

If you object through your own hired lawyer at your own expense, your objection must also include:

- The name, address, bar number, and telephone number of your counsel, and;
- A detailed description of all evidence you will offer at the Final Approval Hearing, including copies of any and all exhibits that you may introduce at the Final Approval Hearing

**Questions? Visit www.InfluencerMarketingClaims.com
or call toll-free at 1-877-837-7976.**

Your objection along with any supporting material you wish to submit, must be filed with the Court and delivered to the Clerk of the Court at the address below, by **April 17, 2026**.

CLERK OF THE COURT

Office of the Clerk
United States District Court for the Eastern
District of Virginia, Alexandria Division
401 Courthouse Square
Alexandria, VA 22314

17. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefits under the Settlement or release any of the claims resolved by the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Objecting is telling the Court that you do not like something about the Settlement, the requested fees and/or costs. You may object only if you stay in the Settlement Class. You do not need to submit a Claim Form to object, but if you make an objection, you must still submit a Claim Form to receive compensation under the Settlement.

THE COURT'S FINAL APPROVAL HEARING

18. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on **June 10, 2026, at 10:00 AM**, in Courtroom 900 of the United States District Court for the Eastern District of Virginia, Alexandria Division, 401 Courthouse Square, Alexandria, Virginia 22314.

At the hearing, the Court will consider whether to give final approval to the Settlement and grant Settlement Class counsel's request for attorneys' fees and costs. We do not know how long these decisions will take.

19. DO I HAVE TO COME TO THE HEARING?

No, you do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (see **Question 20** below). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

**Questions? Visit www.InfluencerMarketingClaims.com
or call toll-free at 1-877-837-7976.**

20. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court, on or before **April 16, 2026**, a written notice of intent to appear at the Final Approval Hearing. The address for the Court is provided in **Question 18** above.

If you do not provide a notice of intention to appear in complete accordance with the deadline and specifications provided above, you may not be allowed to speak or otherwise present any views at the Final Approval Hearing.

GETTING MORE INFORMATION

21. HOW DO I GET MORE INFORMATION?

This notice summarizes the proposed Settlement. For more information, including important documents related to the Settlement, visit www.InfluencerMarketingClaims.com.

You may also contact the Settlement Administrator for more information by emailing info@InfluencerMarketingClaims.com, calling toll-free at 1-877-837-7976, or writing

Capital One Shopping Settlement
Settlement Administrator
PO Box 2019
Portland, OR 97208-2019

For definitions of any capitalized terms used in this notice, please see the Settlement Agreement, available on the Important Documents page of the Settlement Website, www.InfluencerMarketingClaims.com.

**Questions? Visit www.InfluencerMarketingClaims.com
or call toll-free at 1-877-837-7976.**

Attachment 7

CLAIM FORM***In re Capital One Shopping, Affiliate Marketing Litigation*****INSTRUCTIONS**

Before filling out this Claim Form, please carefully read the instructions below and the full Notice available at www.InfluencerMarketingClaims.com.

The Settlement Class is defined as “all persons (including entities) in the United States who participated in an affiliate commission program with an online merchant that also partnered with Capital One Shopping during the Class Period, and who were involved in a transaction in which Capital One Shopping was also involved.”

You **must** file a claim to receive a payment under the Settlement. The fastest way to submit a claim is via the online Claim Form at www.InfluencerMarketingClaims.com, but you can choose to fill out this form instead. Do not fill out both a paper and electronic claim form.

As set forth in the Settlement Agreement, Settlement Class Members are eligible for one of two mutually exclusive payments:

1. **Proof Payment:** To receive a Proof Payment equal to the amount of commissions earned by Capital One on certain transactions, a Settlement Class Member must submit a Claim Form with sufficient information to demonstrate that the Settlement Class Member has at least one transaction within the Capital One Shopping Data that qualifies under the agreed-upon list of rules and parameters mutually developed by the Parties.
2. **Alternative Payment:** To receive an Alternative Payment of \$20, a Settlement Class Member must submit a Claim Form with sufficient information to demonstrate that an identifier of theirs is present in a URL within the page_view data (such as a publisher ID, affiliate ID, affiliate link, or trade name) of the Capital One Shopping Data, and evidence indicating that both Capital One and the Settlement Class Member both partner with the same merchant through affiliate networks that Capital One Shopping also partners with.

Settlement Class Members who qualify, as set forth in the Settlement Agreement, for a Proof Payment shall receive the greater of (i) the Proof Payment, or (ii) the Alternative Payment. No Settlement Class Member shall receive both the Proof Payment and the Alternative Payment, and no Settlement Class Member may receive more than one Alternative Payment.

At all times, the burden is on the Settlement Class Member to establish ownership of the identifier locatable in Capital One Shopping’s data, and to entitlement to any payment under the Settlement Agreement.

If you have questions about this Claim Form, please visit the Settlement Website for additional information. You may also contact the Settlement Administrator at 1-877-837-7976.

To complete your Claim Form, you must include the following:

1. **Claim Information:** Please provide the requested information as set forth in each section. You may submit claims on behalf of only one entity per Claim Form. To receive a Proof Payment or Alternative Payment, you must provide sufficient information as set forth herein and in the Settlement Agreement.
2. **Claim Submission:** The fastest way to submit a claim is via the online Claim Form. Your electronic claim form must be submitted by April 17, 2026.

Claim Verification: All claims are subject to verification by the Settlement Administrator, and Capital One maintains the right to challenge any claimant’s eligibility to payment. The Settlement Administrator will contact you if additional information or documentation is needed to verify your claim. Failure to complete all required information, including any subsequent request for supporting documentation, may result in denial of your Claim, delay its processing, or otherwise adversely affect the Claim. The Settlement Administrator will also review for, reject, and report false or fraudulent claims. Duplicate claims seeking payment for the same publisher or affiliate IDs or multiple claims associated with the same publisher or affiliate IDs but different personal information will be rejected.

Assistance: If you have questions concerning this Claim Form, please contact the Settlement Administrator at PO Box 2019, Portland, OR 97208-2019, or by calling 1-877-837-7976.

PLEASE KEEP A COPY OF YOUR CLAIM FORM FOR YOUR RECORDS.

MERCHANT PARTNERSHIP INFORMATION

To be a Settlement Class Member, you must provide information sufficient to identify at least one merchant partner that both you and Capital One Shopping partner with through one or more of the same affiliate networks. You must also provide the domain name for each merchant partner. The domain name and merchant and affiliate network partner(s) should meet the below qualifications:

1. **Merchant Partner(s):** You must list any merchants that you have partnered with previously. Only list partners with whom you were eligible to earn a commission via a commissionable affiliate link.
2. **Affiliate Network Partner(s):** You must list any affiliate networks with whom the merchant partners you worked with to earn commissions were partnered. Only list affiliate networks used during partnerships where you were eligible to earn commissions.
3. **Domain name:** You must list the domain name for each merchant partner. The domain name is what appears after “www.” and before “.com”. For example, the domain name for Capital One Shopping’s website—www.capitaloneshopping.com—is “capitaloneshopping”.

For every merchant partner you list, you must also list the corresponding affiliate network for that merchant partner. In other words, you should list the affiliate network that the merchant partner used for their affiliate marketing program. If any merchant partner had more than one affiliate network partner during the time of your partnership, please create a separate entry for each affiliate network, listing the same merchant partner and domain name where applicable.

Merchant Partner*	Affiliate Network Partner*	Domain Name*

REQUIRED TRANSACTION IDENTIFYING INFORMATION

The Settlement Administrator will use the below information to determine whether you are eligible for any payment and, if so, whether you are eligible for an Alternative Payment or a Proof Payment.

You must provide at least one of the following categories of information to prove that (1) one of your owned affiliate publisher identifiers is present in Capital One Shopping’s transaction data, (2) you are the true owner of that publisher account, and (3) you partner with the same merchants through the same affiliate networks as Capital One Shopping. Although you are not required to submit *all* of the categories of information listed below, the Settlement Administrator will only search the data for identifiers you provide. Not all identifiers are included for every transaction in the data, so submitting incomplete data may result in the Administrator being unable to locate your transaction(s).

Note: Please use a separate sheet if necessary to list out all relevant Affiliate IDs, Publisher IDs, Affiliate Links, Click IDs and Trade Names.

Affiliate ID(s): List any known affiliate IDs that associated with you or your business. Please list each affiliate ID in a separate entry.

Publisher ID(s): List any known publisher IDs that were associated with you or your business. Please list each publisher ID in a separate entry.

Affiliate Link(s): List any affiliate links that are or have been commissionable and that were associated with you or your business. Please list each affiliate link in a separate entry. If possible, please expand any short-form links to their full long form (preferable, but not required).

Click ID(s): List any click IDs generated by someone besides yourself or your business clicking on any affiliate IDs that are or have been commissionable and that were associated with you or your business. Please list each click ID in a separate entry.

CERTIFICATION AND SIGNATURE

By signing below, I certify that all the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief, and, to the best of my knowledge and belief, no other person or entity has a claim to any payment I am seeking in connection with this Settlement. If submitting on behalf of an entity, I further attest I have sufficient authority to submit a claim for this entity, and no other person is submitting a claim for the same entity. I understand that the information I submit in this Claim Form is subject to verification and the Settlement Administrator may reach out to me for further information or documentation to verify my claim, and may reject my claim if the information provided is insufficient. Anyone who knowingly submits a false claim, makes a false statement, or otherwise commits perjury could be subject to criminal and/or civil penalties, including confinement and/or fines.

Printed Name

Title (if submitting on behalf of a company)

<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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MM

DD

YYYY

Date

EXHIBIT 2

Douglas J. McNamara

From: Douglas J. McNamara
Sent: Monday, May 4, 2026 6:35 PM
To: 'Jose Cruz'
Cc: Mark Vandenberg
Subject: RE: Capital One - Settlement Objection

Thank you, Mr. Cruz. The settlement is a claims-made one, meaning there is no fund out of which Class Counsel will be paid. A set price for our fees and expenses was negotiated after all other terms of the settlement were agreed upon. The money going to class members is a full refund if they can show Capital One stepped in front of them on a sale and took a commission, or \$20 if they can show they were operating on a platform Capital One Shopping was also using.

The crux of the settlement is having Capital One comply with stand down rules to ensure this doesn't happen in the future.

Do you have a sense of how any sales you may have had affected? Can you share with us your business name at issue?

There will be a final approval hearing before Judge Trenga on June 10th, and he will likely ask about your objection. We would like to be able to report we investigated it thoroughly to see if we could resolve your concerns. We appreciate your feedback.

From: Jose Cruz [REDACTED]
Sent: Monday, May 4, 2026 4:15 PM
To: Douglas J. McNamara <DMcNamara@cohenmilstein.com>
Cc: Mark Vandenberg <MVandenberg@cohenmilstein.com>
Subject: Re: Capital One - Settlement Objection

Hello Mark, at the moment I am using my counselor as an advisor until I actually know and understand your reason for contacting me. Since I originally submitted the objection letter to the courts, I rather you deal directly with me, thank you.

On Mon, May 4, 2026, 12:34 PM Douglas J. McNamara <DMcNamara@cohenmilstein.com> wrote:

Thank you, Mr. Cruz. If you have his email address, let us know, or the law firm he works at. Have a good day.

Sent from my iPhone

On May 4, 2026, at 12:13 PM, Jose Cruz [REDACTED] wrote:

Sure, his name is Luis Alberto Hernández.

On Mon, May 4, 2026, 11:47 AM Douglas J. McNamara <DMcNamara@cohenmilstein.com> wrote:

Hi, Mr. Cruz. That is fine. Can you give us the name of your counselor? Thanks.
Sent from my iPhone

On May 4, 2026, at 11:21 AM, Jose Cruz [REDACTED] wrote:

Greetings Mark,

After close consideration and to keep a record of our communication for the courts record, I would rather we maintain our communication via email. If this poses a problem, please advise and I will speak to my counselor so we can set up a meeting to discuss this matter further.

Sincerely,

José Cruz

On Mon, May 4, 2026, 11:02 AM Mark Vandenberg <MVandenberg@cohenmilstein.com> wrote:

Excellent, we're available now. You can join the call with the information below:

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/23775473837757?p=t0lnlRTMicZYOheta4>

Meeting ID: 237 754 738 377 57

Passcode: TD7bE3g6

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 929-229-5548](tel:+19292295548), [607519183#](tel:+1607519183) United States, New York City

[Find a local number](#)

Phone conference ID: 607 519 183#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

From: Jose Cruz [REDACTED]
Sent: Monday, May 4, 2026 10:24 AM
To: Mark Vandenberg <MVandenberg@cohenmilstein.com>
Subject: Re: Capital One - Settlement Objection

Yes, I am available.

On Mon, May 4, 2026, 9:30 AM Mark Vandenberg <MVandenberg@cohenmilstein.com> wrote:

Mr. Cruz,

Could you speak today at 11am ET? If so, I can send you a meeting invitation on Teams.

Best,

Mark

From: Jose Cruz [REDACTED]
Sent: Friday, May 1, 2026 3:52 PM
To: Mark Vandenberg <MVandenberg@cohenmilstein.com>
Cc: Douglas J. McNamara <DMcNamara@cohenmilstein.com>
Subject: Re: Capital One - Settlement Objection

Dear Mark,

Thank you for reaching out and for bringing this to my attention.

It appears there may indeed have been a misunderstanding regarding the case to which my objection letter was directed. My intention was to address the attorneys' fees and service awards related to the Capital One matter involving the Shopping browser extension, not the previously resolved data breach litigation.

I appreciate your willingness to discuss this further. I am available to speak early next week on any of the dates you mentioned—Monday through Wednesday (5/4–5/6). Please feel free to propose a time that works best for you and Doug.

Thank you again for your professionalism and for contacting me to clarify this.

Best regards,

José O. Cruz

On Fri, May 1, 2026, 3:41 PM Mark Vandenberg
<MVandenberg@cohenmilstein.com> wrote:

Dear Mr. Cruz,

Doug and I are attorneys at Cohen Milstein Sellers & Toll PLLC. We understand you submitted the attached letter to the United States Court for the Eastern District of Virginia in late March. Your letter references *In re: Capital One Consumer Data Security Breach Litigation*, No. 1:19-md-2915-AJT-JFA and objects to the proposed attorney's fees and service

awards. As you may know, however, the motion for attorneys' fees and service awards in that case was granted back in November 2022.

Doug (cc'ed) is one of the lawyers appointed as interim Lead Class Counsel and Settlement Class Counsel in *In re Capital One Financial Corporation, Affiliate Marketing Litigation*, No. 1:25-cv-00023-AJT. We are reaching out because we believe your objection letter may have sought to address the motion for attorneys' fee and service awards in our case against Capital One concerning the Capital One Shopping browser extension. If that is the case, we wanted to see if you were available to discuss your objections and if we may be able to address your concerns. Alternatively, if you were seeking to object to attorneys' fees and services awards for the resolved data breach litigation, please let us know that so we can inform the Court that your objection does not pertain to our case.

Do you have any time to discuss early next week? We can make ourselves available on Monday through Wednesday (5/4-5/6).

Best,

Mark

Mark Vandenberg
Associate

<image001.png>

Cohen Milstein Sellers & Toll PLLC

[88 Pine Street | 14th Floor](#)
[New York, NY 10005](#)

phone 212.838.7797

[website](#) | [map](#)

This e-mail was sent from Cohen Milstein Sellers & Toll PLLC. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it, please delete it and notify us as soon as possible.

<image001.png>