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

CASE NO. **CACE26008094** DIVISION: **25** JUDGE: **Olefson, Shari Africk (25)**

Ariel Brooks, et al

Plaintiff(s) / Petitioner(s)

v.

Criteo Corp., et al

Defendant(s) / Respondent(s)

_____/

ORDER GRANTING MOTION

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendants have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class Members.

2. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendants or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendants. Defendants shall maintain all rights to assert that, but for settlement

purposes, the Action should not be certified as a class.

3. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

> All living individuals who accessed the CVS Digital Properties in the United States at any time prior to the date of Preliminary Approval.

4. Excluded from the Settlement Class are (i) Defendants' officers, directors, and employees; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) governmental entities; and (iv) any individual who timely and validly opts out of the Settlement.

5. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

6. The Court finds that, for purposes of settlement: the number of Settlement Class Members is so numerous that joinder is impracticable; there are questions of law and fact common to the Settlement Class Members; the claims of the Plaintiffs are typical of the claims of the Settlement Class Members; the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Members; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

7. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and

appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A., Jonathan M. Jagher of Justice Jagher London and Millen LLC, Katrina Carroll of Carroll Shamberg LLC, Mariya Weekes of Milberg, PLLC, and Yitzchak Kopel of Bursor & Fisher P.A.

8. The Parties have selected Simpluris, Inc. ("Simpluris") to serve as the Settlement Administrator. The Court hereby approves of and appoints Simpluris and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

9. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class Members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members entitled to receive notice.

10. The Court has carefully reviewed and hereby approves the Notices as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice Program be implemented as outlined in the Agreement.

11. Settlement Class Members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (30 days before the initial scheduled Final Approval Hearing). The process to opt-out is set forth in the Settlement Agreement and in the Notices. Settlement Class Members who opt-out shall have no rights under the Settlement, shall not share in any Cash Payments, and shall not be bound by the Settlement or by the Final Approval Order.

12. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and final

judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Settlement Agreement, against any Released Parties as defined in the Agreement.

13. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) the name of the Action; (b) the objector's full name, mailing address, telephone number, and email address (if any); (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case; (f) a copy of any orders related to or ruling on the objector's counsel or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and (i) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written document requests.

14. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and

the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline thirty (30) days before the initial scheduled Final Approval Hearing, as specified in the Notices. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

16. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Broward County Courthouse, 201 SE 6th St, Fort Lauderdale, Florida 33301, or virtually by video. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Award to the Class Representative. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

17. The Court confirms the following schedule (which the Court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within forty-five (45) days of Preliminary Approval Order
Deadline to complete Notice Program	At least forty-five (45) days before the initial scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	Forty-five (45) days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	Thirty (30) days before the initial scheduled Final Approval Hearing
Objection Deadline	Thirty (30) days before the initial scheduled Final Approval Hearing
Claim Form Deadline	Fifteen (15) days before the initial scheduled Final Approval Hearing
Final Approval Hearing	**To be noticed separately (at least one-hundred and twenty (120) days from Preliminary Approval Order)**

18. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

DONE AND ORDERED in Chambers at Broward County, Florida on 27th day of July, 2026.

CACE26008094 07-27-2026 5:26 PM
Hon. Shari Africk Olefson
CIRCUIT COURT JUDGE
Electronically Signed by Shari Africk Olefson

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Public court record.

This copy was downloaded from https://cw.simpluris.com/docs/public/downloads/CBC4/PRELIMINAR
on 2026-11-02 and is hosted, unaltered, for reference at
https://chimo.ai/class-action/cvs-digital-privacy

Court: Circuit Court of the 17th Judicial Circuit, Broward County, Florida
Case number: CACE-26-008094

Chimo hosts public court records for readers' reference; documents are
unaltered copies from the court docket or the court-approved settlement website.