

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)
_____	)	

FINAL APPROVAL ORDER

Before the Court is Plaintiffs’ Motion for Final Approval of Class Action Settlement dated May 6, 2026, [Doc. No. 359], based on the settlement agreement entered into by the Parties (the “Settlement Agreement”), [Doc. No. 353-1], as well as Plaintiffs’ Motion for Attorney Fees and Class Representative Service Awards, [Doc. No. 356], and Plaintiffs’ filings in support thereof, including the Memorandum of Law, [Doc. No. 357], and the Supplemental Statement dated July 2, 2026, [Doc. No. 369]. The Court held a hearing on both Motions on June 16, 2026.

Due and adequate notice having been given to the Settlement Class Members of the proposed Settlement and the pending motions, as directed by the Court’s Preliminary Approval Order dated December 18, 2025, [Doc. No. 355], and upon consideration of all papers filed and proceedings had herein, and for good cause shown, it is hereby

ORDERED, ADJUDGED, AND DECREED as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d) and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this District.

3. The “Settlement Class” for purposes of this Final Approval Order 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 listed in Exhibit H to the Settlement Agreement.

4. The Court finds that the notice provisions set forth under the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this matter.

5. The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Action, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires, the opportunity, the time, and the manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (c) constituted due, adequate, and sufficient notice to all persons and entities entitled to notice; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

6. The Court **APPROVES** Notice and Settlement Administration Costs in the amount of \$ 192,636.66, with such costs to be paid by Capital One pursuant to Section 2.4 of the Settlement Agreement.

7. The Court hereby finds that all Settlement Class Members and all persons who fall within the definition of the Settlement Class have been adequately provided with an opportunity to exclude themselves from the Settlement Class by submitting a request for exclusion in conformance with the terms of the Settlement Agreement and this Court's Preliminary Approval

Order. The Court finds that no requests for exclusion were submitted in conformance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order. All persons who fall within the definition of the Settlement Class are Settlement Class Members and part of the Settlement Class, and shall be bound by this Final Approval Order and corresponding Judgment and the Settlement Agreement.

8. The Court reaffirms that the Action is properly maintained as a class action, for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(b)(3).

9. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3). Specifically, this Court finds that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are questions of law and fact common to Settlement Class Members; (3) Settlement Class Representatives' claims are typical of those of the Settlement Class Members; (4) Settlement Class Representatives and Class Counsel have adequately represented, and will continue to adequately represent, the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of Rule 23(b)(3).

10. The Court reaffirms its appointment of Ahntourage Media LLC, Just Josh, Inc., Storm Productions LLC, TechSource Official, and ToastyBros, LLC as Settlement Class Representatives to represent the Settlement Class, and reaffirms its appointment of Settlement Class Counsel to represent the Settlement Class.

11. The Court finds that the fees and litigation expenses requested by Settlement Class Counsel are reasonable and appropriate under applicable standards and justified by the circumstances of this case. In particular, the cumulative lodestar of Lead Counsel alone exceeded \$9,200,000, and the negative lodestar multiplier of .35 here aligns with what numerous other courts

have found to be presumptively reasonable. *See, e.g., Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 554 (2010); *McAdams v. Robinson*, 26 F.4th 149, 162 (4th Cir. 2022). Moreover, the hourly rates charged by Lead Counsel are reasonable based on the level of counsel’s respective experience and the complexity of the case and have been approved by this and other Courts in the District. *See, e.g., In re Cap. One Consumer Data Sec. Breach Litig.*, Case No. 1:19-MD-2915-AJT-JFA, 2022 WL 17176495, at *5 (E.D. Va. Nov. 17, 2022); *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg.*, Case Nos. MDL No. 1:15-md-2627 (AJT/TRJ); MDL No. 1:16-md-2743 (AJT/TRJ), 2020 WL 5757504, at *6, *9 (E.D. Va. Sept. 4, 2020); *see also* [Doc. No. 357] at 18–32 (breaking down lodestar calculation and citing cases in support of reasonableness).

12. With respect to the requested Settlement Class Representative Service Awards for Settlement Class Representatives, the Court finds that such awards are appropriate, and that the amount requested is within the range regularly awarded by Fourth Circuit courts and justified by the circumstances in this case. *See, e.g., McCune v. Faneuil Inc.*, 2024 WL 3811411, at *5 (E.D. Va. Aug. 13, 2024) (collecting cases).

13. The Court overrules and rejects the one objection to the requested Attorney’s Fees and Costs Award and Settlement Class Representative Service Awards. In that regard, an objection from a potential class member 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 which the objector recited general complaints about the requested attorney’s fees. Given the Court’s assessment of the fees and service awards, discussed above, that the requested fees do not come at the expense of the Settlement Class Members’ recovery, but are to be paid in full by Capital One and that this “objector” failed to provide a basis for his belief that he is a class member or other details in furtherance of his objection when Settlement Class Counsel

reached out to him, the Court finds no merit in the asserted objection.

14. After weighing the relevant considerations, the Court finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class and that final approval is warranted pursuant to Rule 23(e)(2). In that regard, (1) the Settlement Class Representatives and Settlement Class Counsel have adequately represented the Settlement Class and will continue to do so through Settlement implementation; (2) the proposed Settlement Agreement was reached as a result of arms-length negotiations through an experienced mediator, the Honorable Jay Gandhi (Ret.), and comes after adequate investigation of the facts and legal issues and the filing of an Amended Consolidated Class Action Complaint by the Settlement Class Representatives, a daylong mediation session, and extended arm's-length negotiations thereafter; (3) the relief proposed to be provided for the Settlement Class is fair, reasonable, and adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Members' claims; and (iii) the terms of the requested Attorney's Fees and Costs Award; and (4) the Court finds that the Settlement Agreement treats Settlement Class Members equitably relative to each other. As set forth more fully in the Settlement Agreement, each Settlement Class Member that submitted a timely and valid Claim Form will be sent either Proof Payments equivalent to any amount of commissions for transactions that qualify, or an Alternative Payment.

15. In granting final approval of the Settlement Agreement, the Court has also considered the factors that courts in this Circuit consider in evaluating proposed class settlements—which overlap considerably with the factors to be considered under Rule 23(e)(2)—including “(1) the posture of the case at the time the 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,” as well as “(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 and the likelihood of recovery on a litigated judgment; and (5) the degree of opposition to the settlement.” *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Pracs. & Prods. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020) (cleaned up) (citing *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991)).

16. The Motion for Final Approval of Class Action Settlement is **GRANTED** and the Settlement Agreement and its terms **APPROVED** as fair, reasonable, and adequate and in the best interest of the Settlement Class. The Parties and Settlement Administrator are directed to consummate and implement the Settlement Agreement in accordance with its terms, including distributing Proof Payments and Alternative Payments to eligible Settlement Class Members, distributing the Settlement Class Representative Service Awards (discussed below), and paying the Notice and Settlement Administration Costs.

17. The Action, including each of the individual complaints ultimately consolidated into the Action, is **DISMISSED** with prejudice and without costs to any Party, other than as specified in the Settlement Agreement, this Final Approval Order and corresponding Judgment, and any order(s) by this Court regarding Settlement Class Counsel’s Motion for Attorney’s Fees and Settlement Class Representative Service Awards.

18. In consideration of the benefits provided under the Settlement Agreement, and for other good and valuable consideration set forth in the Settlement Agreement, each of the Settlement Class Members and Releasing Parties shall, by operation of this Final Approval Order and Judgment, have fully, finally, and forever released, relinquished, acquitted, and discharged all

Released Claims against each of the Released Parties in accordance with Section 3.6 of the Settlement Agreement, the terms of which section are incorporated herein by reference. The terms of the Settlement Agreement, which are incorporated by reference into this Order, shall have *res judicata* and other preclusive effects as to the Released Claims as against the Released Parties. The Released Parties may file the Settlement Agreement and/or this Order in any other litigation to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

19. All Settlement Class Members and Releasing Parties (including any persons purporting to act on their behalf) have covenanted not to sue any Released Party with respect to any Released Claim and shall be permanently barred and enjoined from instituting, commencing, prosecuting, continuing, or asserting any Released Claim against any Released Party, directly or indirectly (including in any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein). This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement and this Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. Notwithstanding the foregoing, nothing in this Order and judgment shall preclude an action to enforce the terms of the Settlement Agreement.

20. Pursuant to the terms of the Settlement Agreement, Settlement Class Representatives, Settlement Class Counsel, Capital One, and Capital One's Counsel have, and shall be deemed to have, released each other from any and all Claims relating in any way to any Party or counsel's conduct in the Action, including but not limited to any Claims arising out of the institution, prosecution, assertion, or resolution of the Action, including Claims for attorney's fees, costs of suit, or sanctions of any kind except as otherwise expressly set forth in Sections 3.4 and 3.5 of the Settlement Agreement.

21. This Final Approval Order and corresponding Judgment is the final, appealable judgment in the Action as to all Released Claims. The time to appeal from this Final Approval Order and Judgment shall commence upon its entry.

22. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court retains jurisdiction over (a) implementation of the Settlement Agreement and the terms of the Settlement Agreement; (b) Settlement Class Counsel's Motion for Attorney's Fees and Settlement Class Representative Service Awards; (c) distribution of the settlement payments, Settlement Class Counsel's Attorney's Fees and Costs Award, and any Settlement Class Representative Service Awards; and (d) all other proceedings arising out of or related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreement, including enforcement of the Releases provided for in the Settlement Agreement.

23. In the event that the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated, nunc pro tunc, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the *status quo ante* rights of Settlement Class Representatives, Settlement Class Members, and Capital One.

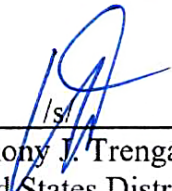
24. This Final Approval Order and Judgment, the Preliminary Approval Order, the Settlement Agreement, and all negotiations, statements, agreements, and proceedings relating to the Settlement Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute, be described as, be construed as, or be offered or received against Capital One or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Settlement Class Representatives in the Action; (b) any liability, negligence, fault, or wrongdoing of Capital One or the Released Parties; or (c) that this Action or any other action may be properly certified as a class action for litigation, non-settlement purposes.

25. The Motion for Attorney's Fees and Settlement Class Representative Service Awards is also hereby **GRANTED**. The Court **APPROVES**: (a) payment of Settlement Class Counsel's Attorney's Fees and Costs Award in the total amount of \$3,950,000 (consisting of \$3,276,707.18 in attorney's fees, plus \$673,292.82 in reimbursement of litigation expenses); and (b) payment of service awards in the amount of \$10,000 each to Settlement Class Representatives Ahntourage Media LLC, Just Josh, Inc., Storm Productions LLC, TechSource Official, and ToastyBros, LLC to compensate them for their commitment and effort on behalf of the Settlement Class pursuant to Section 3.3 of the Settlement Agreement.

26. Pursuant to Rule 54, the Court finds that there is no just reason for delay and expressly directs this Final Approval Order and Judgment and immediate entry by the Clerk of the Court.

The Clerk is directed to forward this Order to all counsel of the record.

September 22, 2026
Alexandria, Virginia



Anthony J. Trenga
Senior United States District Judge