

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,

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	<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>
DO NOTHING	<p>If you do nothing, you will give up your right to assert claims against Defendants arising from or related in any way to Capital One Shopping, 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.

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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.

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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 or maintain for at least two years the following business practice commitments.

- 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.

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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 or maintain 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;”

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- 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.

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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

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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.

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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.

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