

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**UNITED STATES OF AMERICA,**

Plaintiff,

v.

**GOODRX HOLDINGS, INC.,** a corporation,  
also d/b/a GoodRx, GoodRx Gold, GoodRx  
Care, HeyDoctor, and HeyDoctor by  
GoodRx;

Defendant.

**Case No. 3:23-cv-460**

**STIPULATED ORDER FOR  
PERMANENT INJUNCTION,  
CIVIL PENALTY JUDGMENT,  
AND OTHER RELIEF**

Plaintiff, the United States of America, acting upon notification and authorization to the Attorney General by the Federal Trade Commission (“Commission” or “FTC”), filed its Complaint for Permanent Injunction, Civil Penalties, and Other Relief (“Complaint”) in this matter, pursuant to Sections 5(a)(1), 5(m)(1)(A), 13(b), 16(a)(1), and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(a)(1), 45(m)(1)(A), 53(b), 56(a)(1), 57b, and the Health Breach Notification Rule (“HBNR”), 16 C.F.R. § 318. Defendant has waived service of the summons and the Complaint. Plaintiff and Defendant stipulate to the entry of this Stipulated Order for Permanent Injunction, Civil Penalty Judgment, and Other Relief (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

**FINDINGS**

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendant participated in deceptive and unfair acts or

1 practices in violation of Section 5 of the FTC Act in the disclosure of health and personal  
2 information to third parties, the failure to limit third-party use of health information, the  
3 misrepresentation of compliance with the Digital Advertising Alliance principles, the  
4 misrepresentation that consumer’s health information was protected under the Health Insurance  
5 Portability and Accountability Act (“HIPAA”), the failure to implement sufficient policies or  
6 procedures to prevent the improper or unauthorized disclosure of health information, or to notify  
7 users of breaches of that information, and the failure to provide notice and obtain consent before  
8 the use and disclosure of health information for advertising. The Complaint also charges that  
9 Defendant violated the HBNR by failing to notify individuals and the Commission of a Breach  
10 of Security of Unsecured PHR Identifiable Health Information (as defined herein).

11 3. Defendant neither admits nor denies any of the allegations in the Complaint,  
12 except as specifically stated in this Order. Only for purposes of this action, Defendant admits the  
13 facts necessary to establish jurisdiction.

14 4. Defendant waives any claim that it may have under the Equal Access to Justice  
15 Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order,  
16 and agrees to bear its own costs and attorney fees. Defendant waives and releases any claims  
17 that it may have against Plaintiff that relate to this action. The parties agree that this Order  
18 resolves all allegations in the Complaint.

19 5. Defendant and the Plaintiff waive all rights to appeal or otherwise challenge or  
20 contest the validity of this Order.

21 **DEFINITIONS**

22 For the purpose of this Order, the following definitions apply:

23 A. “**Affirmative Express Consent**” means any freely given, specific, informed and  
24 unambiguous indication of an individual’s wishes demonstrating agreement by the individual,  
25 such as by a clear affirmative action, following a Clear and Conspicuous disclosure to the  
26 individual, apart from any “privacy policy,” “terms of service,” “terms of use,” or other similar  
27 document, of all information material to the provision of consent. Acceptance of a general or  
28 broad terms of use or similar document that contains descriptions of agreement by the individual

1 along with other, unrelated information, does not constitute Affirmative Express Consent.  
2 Hovering over, muting, pausing, or closing a given piece of content does not constitute  
3 Affirmative Express Consent. Likewise, agreement obtained through use of user interface  
4 designed or manipulated with the substantial effect of subverting or impairing user autonomy,  
5 decision-making, or choice, does not constitute Affirmative Express Consent.

6 B. “**App Event**” means any data disclosed to, or collected by, a Third Party via its  
7 Software Development Kit, application programming interface, pixel, or other method for tracking  
8 users’ interactions with Defendant’s services or products.

9 C. “**Breach of Security**” means with respect to Unsecured PHR Identifiable Health  
10 Information of an individual in a Personal Health Record, acquisition of such information  
11 without the authorization of the individual. Unauthorized acquisition will be presumed to  
12 include unauthorized access to Unsecured PHR identifiable health information unless the vendor  
13 of personal health records, PHR related entity, or third party service provider that experienced  
14 the breach has reliable evidence showing that there has not been, or could not reasonably have  
15 been, unauthorized acquisition of such information.

16 D. “**Clear and Conspicuous**” or “**Clearly and Conspicuously**” means that a  
17 required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by  
18 ordinary consumers, including in all of the following ways:

19 1. In any communication that is solely visual or solely audible, the disclosure must  
20 be made through the same means through which the communication is presented. In any  
21 communication made through both visual and audible means, such as a television advertisement,  
22 the disclosure must be presented simultaneously in both the visual and audible portions of the  
23 communication even if the representation requiring the disclosure (“triggering representation”) is  
24 made through only one means.

25 2. A visual disclosure, by its size, contrast, location, the length of time it appears,  
26 and other characteristics, must stand out from any accompanying text or other visual elements so  
27 that it is easily noticed, read, and understood.

28 3. An audible disclosure, including by telephone or streaming video, must be

1 delivered in a volume, speed, and cadence sufficient for ordinary consumers to hear it easily and  
2 understand it.

3 4. In any communication using an interactive electronic medium, such as the  
4 Internet or software, the disclosure must be unavoidable.

5 5. The disclosure must use diction and syntax understandable to ordinary consumers  
6 and must appear in each language in which the triggering representation appears.

7 6. The disclosure must comply with these requirements in each medium through  
8 which it is received, including all electronic devices and face-to-face communications.

9 7. The disclosure must not be contradicted or mitigated by, or inconsistent with,  
10 anything else in the communication.

11 8. When the representation or sales practice targets a specific audience, such as  
12 children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of  
13 that group.

14 E. “**Defendant**” means GoodRx Holdings, Inc., doing business as GoodRx, GoodRx  
15 Gold, GoodRx Care, HeyDoctor, HeyDoctor by GoodRx, its successors and assigns, and its  
16 wholly or partially owned subsidiaries, including GoodRx Intermediate Holdings, Inc., GoodRx,  
17 Inc., Iodine, Inc., HeyDoctor, LLC, Lighthouse Acquisition Corp., Scriptcycle, LLC,  
18 HealthiNation, Inc., Buckeye Acquisition, LLC, RxSaver, Inc., flipMD, Inc., Pharmacy Services,  
19 LLC, and VitaCare Prescription Services, Inc.

20 F. “**Covered Business**” means Defendant and any business that Defendant controls,  
21 directly or indirectly.

22 G. “**Covered Incident**” means any instance of a violation of Section I, II, or III of  
23 this Order.

24 H. “**Covered Information**” means information from or about an individual  
25 consumer, including but not limited to Personal Information, Health Information, or PHR  
26 Identifiable Health Information.

27 I. “**Covered User**” means any individual who used Defendant’s websites or  
28 downloaded Defendant’s mobile applications between July 2017 through April 2020.

1 J. **“Delete” “Deleted” or “Deletion”** means to remove information such that it is not  
2 maintained in retrievable form and cannot be retrieved in the normal course of business.

3 K. **“Health Care Provider”** means a provider of services (as defined in 42 U.S.C. §  
4 1395x(u)), a provider of medical or other services (as defined in 42 U.S.C. § 1395x(s)), and any  
5 other person furnishing healthcare services or supplies.

6 L. **“Health Information”** means individually identifiable information relating to the  
7 past, present, or future physical or mental health or conditions of an individual, the provision of  
8 health care to an individual, or the past, present, or future payment for the provision of health  
9 care to an individual; and any individually identifiable health information that is derived or  
10 extrapolated from information about an individual’s activities, or pattern of activities, from  
11 which a determination is made that the individual has a health condition or is taking a drug.

12 M. **“Individually Identifiable Health Information”** means any information,  
13 including demographic information collected from an individual, that: (1) is created or received  
14 by a Health Care Provider, health plan, employer, or health care clearinghouse; and (2) relates to  
15 the past, present, or future physical or mental health or condition of an individual, the provision  
16 of health care to an individual, or the past, present, or future payment for the provision of health  
17 care to an individual, and: (a) identifies the individual; or (b) with respect to which there is a  
18 reasonable basis to believe that the information can be used to identify the individual.

19 N. **“Personal Health Record”** means an electronic record of PHR Identifiable  
20 Health Information on an individual that can be drawn from multiple sources and that is  
21 managed, shared, and controlled by or primarily for the individual.

22 O. **“Personal Information”** means any individually identifiable information about  
23 an individual collected online, including: (1) a first and last name; (2) home or other physical  
24 address including street name and name of a city or town; (3) online contact information,  
25 meaning an email address or any other substantially similar identifier that permits direct contact  
26 with a person online, including but not limited to an instant messaging user identifier, a voice  
27 over internet protocol (VOIP) identifier, or a video chat identifier; (4) a screen or user name  
28 where it functions in the same manner as online contact information; (5) a telephone number; (6)

1 a Social Security number; (7) a persistent identifier that can be used to recognize a user over time  
2 and across different websites or online services, including but not limited to a customer number  
3 held in a “cookie,” an Internet Protocol (“IP”) address, a mobile device ID, a processor or device  
4 serial number, or unique identifier; (8) geolocation information sufficient to identify street name  
5 and name of a city or town; (9) a driver’s license or other government-issued identification  
6 number; (10) a financial institution account number; (11) credit or debit card information; or  
7 (12) any information combined with any of (1) through (11) above.

8 P. **“PHR Identifiable Health Information”** means Individually Identifiable Health  
9 Information and, with respect to an individual, information: (1) that is provided by or on behalf  
10 of the individual; and (2) that identifies the individual or with respect to which there is a  
11 reasonable basis to believe that the information can be used to identify the individual.

12 Q. **“Third Party”** or **“Third Parties”** means any individual or entity other than: (1)  
13 Defendant; (2) an entity with which Defendant has a business associate agreement complying  
14 with 45 C.F.R. Part 164.504(e)(2)(ii)(A); (3) a pharmacy facilitating the consumer obtaining a  
15 discount for a prescription or medical services; (4) a service provider or partner of Defendant  
16 that: (i) uses or receives Covered Information collected by or on behalf of Defendant for and at  
17 the direction of Defendant and no other individual or entity, or to process, provide access to, or  
18 facilitate transactions for prescriptions, treatments, or medical services; (ii) does not disclose the  
19 data, or any individually identifiable information derived from such data, to any individual or  
20 entity other than Defendant or a subcontractor to such service provider or partner bound to data  
21 processing terms no less restrictive than terms to which the service provider or partner is bound,  
22 unless for the specific purpose of performing the services specified in the contract; and (iii) does  
23 not use the data for any purpose other than the purposes in (Q)(4)(i) or for internal use to  
24 provide, maintain, improve, or secure the services provided to Defendant, provided that internal  
25 use does not include using Covered Information obtained from Defendant to build or modify  
26 household or consumer profiles to use in providing services to another business, or to correct or  
27 augment data acquired from another source; or (5) any entity that uses Covered Information only  
28 as reasonably necessary: (i) to comply with applicable law, regulation, or legal process, (ii) to

1 enforce Defendant’s terms of use, or (iii) to detect, prevent, or mitigate fraud or security  
2 vulnerabilities.

3 R. “Unsecured” means PHR Identifiable Health Information that is not protected  
4 through the use of a technology or methodology specified by the Secretary of Health and Human  
5 Services in the guidance issued under section 13402(h)(2) of the American Reinvestment and  
6 Recovery Act of 2009.

7 **ORDER**

8 **I. BAN ON DISCLOSURE OF HEALTH INFORMATION FOR ADVERTISING**  
9 **PURPOSES**

10 IT IS ORDERED that:

11 A. Defendant, Defendant’s officers, agents, employees, and attorneys who receive  
12 actual notice of this Order, whether acting directly or indirectly, are permanently restrained and  
13 enjoined from disclosing Health Information to Third Parties for Advertising Purposes.

14 B. For purposes of this Section, “Advertising Purposes” means advertising,  
15 marketing, promoting, offering, offering for sale, or selling any products or services on, or  
16 through Third Party websites, mobile applications, or services. Advertising Purpose shall not  
17 include: (i) reporting and analytics related to understanding advertising and advertising  
18 effectiveness, such as statistical reporting, traffic analysis, understanding the number of and type  
19 of ads served, or conversion measurement; or (ii) communications, services, or products  
20 requested by a consumer that are sent or provided to the consumer; or (iii) contextual advertising,  
21 meaning non-personalized advertising shown as part of a consumer’s current interaction with  
22 Defendant’s websites or mobile applications, provided that the consumer’s Covered Information  
23 is not disclosed to another Third Party and is not used to build a profile about the consumer or  
24 otherwise alter the consumer’s experience outside the current interaction with Defendant’s  
25 websites or mobile application.

26 C. For purposes of this Section, Health Information shall not include (a) a pharmacy  
27 name (except for any specialty or other pharmacies that provide medications or services that are  
28 limited to treating a specific health condition); or (b) general engagement with or use of

1 Defendant's services or content, such as accessing general pricing information, provided that  
2 such engagement or use does not reveal an individual's Personal Information combined with (i)  
3 information about a medication or class of medication(s) that an individual is prescribed, has  
4 purchased, or is taking steps to purchase or obtain by accessing, downloading, or requesting a  
5 coupon, or taking other steps to purchase or obtain such medication or class of medication(s), or  
6 (ii) information that reveals an individual's health status, or that an individual has or is seeking  
7 treatment for a specific health condition or conditions.

8 **II. PROHIBITION AGAINST MISREPRESENTATIONS**

9 IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, employees,  
10 and attorneys, and all other persons in active concert or participation with any of them, who  
11 receive actual notice of this Order, whether acting directly or indirectly, in connection with  
12 promoting or offering for sale any product or service are permanently restrained and enjoined  
13 from misrepresenting or assisting others in misrepresenting, expressly or by implication:

14 A. the purposes for which Defendant or any entity to whom it discloses Covered  
15 Information collects, maintains, uses, or discloses Covered Information;

16 B. the extent to which consumers may exercise control over Defendant's collection,  
17 maintenance, use, disclosure, or Deletion of Covered Information, and the steps a consumer must  
18 take to implement such controls;

19 C. the extent to which Defendant is a member of, adheres to, complies with, is  
20 certified by, is endorsed by, or otherwise participates in any privacy, security, or any other  
21 compliance program sponsored by a government or any self-regulatory or standard-setting  
22 organization, including the Digital Advertising Alliance, the Digital Advertising Accountability  
23 Program, or any entity that certifies compliance with HIPAA;

24 D. the extent to which Defendant is a HIPAA-covered entity, and the extent that  
25 Defendant's privacy and information practices are in compliance with HIPAA requirements; and

26 E. the extent to which Defendant collects, maintains, uses, discloses, Deletes, or  
27 permits or denies access to any Covered Information, or the extent to which Defendant protects  
28 the availability, confidentiality, or integrity of any Covered Information.



1           **III. PROHIBITION AGAINST DISCLOSURE OF HEALTH INFORMATION**  
2                           **WITHOUT AFFIRMATIVE EXPRESS CONSENT AND NOTICE**

3           IT IS FURTHER ORDERED that:

4           A.       Defendant, Defendant’s officers, agents, employees, and attorneys, and all other  
5 persons in active concert or participation with any of them who receive actual notice of this  
6 Order, whether acting directly or indirectly, in connection with the sale of any product or service,  
7 are permanently restrained and enjoined from disclosing Health Information to Third Parties for  
8 Non-Advertising Purposes without first obtaining Affirmative Express Consent.

9           B.       For purposes of this Section, Non-Advertising Purposes means all purposes other  
10 than: (i) Advertising Purposes as defined in Section I of this Order; (ii) communications,  
11 services, or products requested by a consumer that are sent or provided by Defendant directly to  
12 the consumer, such as Defendant texting, emailing, or mailing a consumer, or showing content  
13 on Defendant’s own properties to a consumer; and (iii) contextual advertising, meaning non-  
14 personalized advertising shown as part of a consumer’s current interaction with Defendant’s  
15 websites or mobile applications, including associated ad serving and response mechanisms,  
16 provided that the consumer’s Covered Information is not disclosed to another Third Party and is  
17 not used to build a profile about the consumer or otherwise alter the consumer’s experience  
18 outside the current interaction with Defendant’s websites or mobile applications.

19           C.       For purposes of this Section, Health Information shall not include (a) a pharmacy  
20 name (except for any specialty or other pharmacies that provide medications or services that are  
21 limited to treating a specific health condition); or (b) general engagement with or use of  
22 Defendant’s services or content, such as accessing general pricing information, provided that  
23 such engagement or use does not reveal an individual’s Personal Information combined with (i)  
24 information about a medication or class of medication(s) that an individual is prescribed, has  
25 purchased, or is taking steps to purchase or obtain by accessing, downloading, or requesting a  
26 coupon, or taking other steps to purchase or obtain such medication or class of medication(s), or  
27 (ii) information that reveals an individual’s health status, or that an individual has or is seeking  
28 treatment for a specific health condition or conditions.

1 D. When obtaining Affirmative Express Consent required under this Section,  
2 Defendant must provide notice Clearly and Conspicuously that states the categories of Health  
3 Information that will be disclosed to Third Parties, the identities of such Third Parties (where a  
4 consumer is using a physical, non-electronic discount card, Defendant need only disclose the  
5 category of such Third Parties), and all purposes for Defendant’s disclosure of such Health  
6 Information, including how it may be used by each Third Party.

7 E. It shall not be a violation of this Section if Defendant discloses Health  
8 Information to Third Parties for Non-Advertising Purposes without first obtaining Affirmative  
9 Express Consent, if Defendant proves that: (1) the information is “protected health information,”  
10 defined under 45 C.F.R. Section 160.103, and pursuant to the Health Insurance Portability and  
11 Accountability Act of 1996, as amended, including by the Health Information Technology for  
12 Economic and Clinical Health Act (“HITECH”) (collectively, “HIPAA”); (2) Defendant made  
13 such disclosure in its capacity as a covered entity or business associate, as defined under 45  
14 C.F.R. Section 160.103; and (3) any such disclosure was either required or permitted under 45  
15 C.F.R. Part 160 and Part 164, Subparts A and E (the “HIPAA Privacy Rule”).

16 **IV. HEALTH BREACH NOTIFICATIONS**

17 IT IS FURTHER ORDERED that:

18 A. Defendant, for any Covered Business, following the discovery of a Breach of  
19 Security of Unsecured PHR Identifiable Health Information that is in a Personal Health Record  
20 maintained or offered by Defendant (including, but not limited to, the GoodRx, GoodRx Gold,  
21 GoodRx Care, and/or HeyDoctor websites or mobile applications), shall:

22 1. notify each individual who is a citizen or resident of the United States whose  
23 Unsecured PHR Identifiable Health Information was acquired by an unauthorized person as a  
24 result of such Breach of Security;

25 2. notify the Federal Trade Commission, in accordance with Subsection IV(E)  
26 below; or

27 3. notify prominent media outlets in a state or jurisdiction, if the Unsecured PHR  
28 Identifiable Health Information of five hundred (500) or more residents of such state or

1 jurisdiction is, or is reasonably believed to have been, acquired during such Breach of Security.

2 B. For the purposes of this Section, a Breach of Security shall be treated as  
3 discovered as of the first day on which such breach is known or reasonably should have been  
4 known to Defendant. Defendant shall be deemed to have knowledge of a Breach of Security if  
5 such breach is known, or reasonably should have been known, to any person, other than the  
6 person committing the breach, who is an employee, officer, or other agent of Defendant.

7 C. Except as otherwise provided, all notifications to individuals or the media  
8 required under this Section shall be sent without unreasonable delay and in no case later than  
9 sixty (60) calendar days after the discovery of the Breach of Security. If a law enforcement  
10 official determines that a notification, notice, or posting required under this Section would  
11 impede a criminal investigation or cause damage to national security, such notification, notice, or  
12 posting shall be delayed. This Subsection shall be implemented in the same manner as provided  
13 under 45 C.F.R. Section 164.528(a)(2), in the case of a disclosure covered under such section.

14 D. If Defendant provides notice under Subsection IV(A)(1), it shall do so by  
15 providing it in the following form:

16 1. Written notice, by first-class mail to the individual at the last known address of  
17 the individual, or by email or within-application messaging, if the individual is given a clear,  
18 conspicuous, and reasonable opportunity to receive notification by first-class mail, and the  
19 individual does not exercise that choice. If the individual is deceased, Defendant must provide  
20 such notice to the next of kin of the individual if the individual had provided contact information  
21 for his or her next of kin, along with authorization to contact them. The notice may be provided  
22 in one or more mailings as information is available.

23 2. If, after making reasonable efforts to contact all individuals to whom notice is  
24 required under Subsection IV(A)(1), through the means provided in Subsection IV(D)(1),  
25 Defendant finds that contact information for ten (10) or more individuals is insufficient or out-of-  
26 date, Defendant shall provide substitute notice, which shall be reasonably calculated to reach the  
27 individuals affected by the Breach of Security, in the following form:

28 a. Through a conspicuous posting for a period of ninety (90) days on the

1 home page of its website; or

2 b. In major print or broadcast media, including major media in geographic  
3 areas where the individuals affected by the Breach of Security likely  
4 reside. Such a notice in media or web posting shall include a toll-free  
5 phone number, which shall remain active for at least ninety (90) days,  
6 where an individual can learn whether or not the individual's PHR  
7 Identifiable Health Information may be included in the Breach of Security.

8 3. In any case deemed by Defendant to require urgency because of possible  
9 imminent misuse of Unsecured PHR Identifiable Health Information, Defendant may provide  
10 information to individuals by telephone or other means, as appropriate, in addition to notice  
11 provided under Subsection IV(E)(1).

12 E. Defendant shall, in accordance with Subsection IV(A)(2), provide notice to the  
13 Federal Trade Commission following the discovery of a Breach of Security. If the Breach of  
14 Security involves the Unsecured PHR Identifiable Health Information of five hundred (500) or  
15 more individuals, then such notice shall be provided as soon as possible and in no case later than  
16 ten (10) business days following the date of discovery of the Breach of Security. If the Breach of  
17 Security involves the Unsecured PHR Identifiable Health Information of fewer than five hundred  
18 (500) individuals, Defendant may maintain a log of any such Breach of Security, and submit  
19 such a log annually to the Federal Trade Commission no later than sixty (60) calendar days  
20 following the end of the calendar year, documenting Breaches of Security from the preceding  
21 calendar year. Unless otherwise directed by a Commission representative in writing, Defendant  
22 must submit all notices and logs required under this Section to: DEbrief@ftc.gov or sent by  
23 overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of  
24 Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington,  
25 DC 20580. The subject line must begin: "U.S. v. GoodRx Holdings, Inc."

26 F. Regardless of the method by which notice is provided to individuals, the Federal  
27 Trade Commission, or the media under this Section, notice of a Breach of Security shall be in  
28 plain language and include, to the extent possible, the following:



1 Complaint Entities, provide a copy of the Complaint and Order to all Third Parties and  
2 Complaint Entities that received Health Information of Covered Users, notify all such Third  
3 Parties and Complaint Entities in writing that the Federal Trade Commission alleges that  
4 Defendant disclosed Covered Information of Covered Users to them in a manner that was unfair  
5 or deceptive and in violation of the FTC Act, instruct all such Third Parties and Complaint  
6 Entities to Delete all Covered Information of Covered Users received from Defendant, and  
7 demand written confirmation that all the identified Covered Information has been Deleted.  
8 Defendant's instruction to each such Third Party and Complaint Entities shall include a  
9 description of the Covered Information of Covered Users shared with the Third Party or  
10 Complaint Entities. Defendant must provide all instructions sent to the Third Parties and  
11 Complaint Entities to: DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal  
12 Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade  
13 Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must  
14 begin: "U.S. v. GoodRx Holdings, Inc."

15 B. Defendant shall not disclose any Covered Information in any form, including  
16 hashed or encrypted Covered Information, to any Third Party or Complaint Entities identified in  
17 Subsection A above until Defendant confirms each Third Party and Complaint Entity's receipt of  
18 the instructions required by Subsection A above. Defendant must provide all receipts of  
19 confirmation and any responses from Third Parties or Complaint Entities within five (5) days of  
20 receipt to: DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:  
21 Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade  
22 Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must  
23 begin: "U.S. v. GoodRx Holdings, Inc."

24 C. Defendant shall not use any Third Party or Complaint Entity identified in  
25 Subsection A above to advertise, market, promote, offer, offer for sale, or sell any product or  
26 service until Defendant confirms each Third Party and Complaint Entity's receipt of the  
27 instructions required by Subsection A above.  
28

**VII. MANDATED PRIVACY PROGRAM**

IT IS FURTHER ORDERED that any Covered Business, in connection with the collection, maintenance, use, disclosure of, or provision of access to, Covered Information, must, within one hundred eighty (180) days of entry of this Order, establish and implement, and thereafter maintain, a comprehensive privacy program (“Privacy Program”) that protects the privacy, security, availability, confidentiality, and integrity of such Covered Information. To satisfy this requirement, Defendant must, at a minimum:

A. Document in writing the content, implementation, and maintenance of the Privacy Program;

B. Provide the written program and any evaluations thereof or updates thereto to each Covered Business’s board of directors or governing body or, if no such board or equivalent governing body exists, to a senior officer of the Covered Business responsible for the Covered Business’s Privacy Program at least once every twelve (12) months and promptly (not to exceed thirty (30) days) after a Covered Incident;

C. Designate a qualified employee or employees, who report(s) directly to the Chief Executive Officer(s) or, in the event a Chief Executive Officer role does not exist, a similarly-situated executive, to coordinate and be responsible for the Privacy Program; and keep the Chief Executive Officer(s) and Board of Directors informed of the Privacy Program, including all actions and procedures implemented to comply with the requirements of this Order, and any actions and procedures to be implemented to ensure continued compliance with this Order;

D. Assess and document, at least once every twelve (12) months and promptly (not to exceed thirty (30) days) following a Covered Incident, internal and external risks in each area of the Covered Business’s operations to the privacy, security, availability, confidentiality, and integrity of Covered Information that could result in the unauthorized access, collection, use, destruction, or disclosure of, or provision of access to, Covered Information;

E. Design, implement, maintain, and document safeguards that control for the internal and external risks to the privacy, security, availability, confidentiality, and integrity of Covered Information identified by each Covered Business in response to Subsection VII.D.

1 Each safeguard must be based on the volume and sensitivity of the Covered Information that is at  
2 risk, and the likelihood that the risk could be realized and result in the unauthorized access,  
3 collection, use, destruction, disclosure of, or provision of access to, the Covered Information.

4 Such safeguards must also include:

5 1. policies, procedures, and technical measures to systematically inventory Covered  
6 Information in the Covered Business's control and Delete Covered Information that is no longer  
7 necessary;

8 2. policies, procedures, and technical measures to prevent the collection,  
9 maintenance, use, or disclosure of, or provision of access to, Covered Information inconsistent  
10 with the Covered Business's representations to consumers;

11 3. audits, assessments, and reviews of the contracts, privacy policies, and terms of  
12 service associated with any Third Party to which each Covered Business discloses, or provides  
13 access to Covered Information;

14 4. policies, procedures, and controls to ensure that each Covered Business complies  
15 with Sections I-IV above;

16 5. policies and technical measures that limit employee and contractor access to  
17 Covered Information to only those employees and contractors with a legitimate business need to  
18 access such Covered Information;

19 6. mandatory privacy training programs for all employees on at least an annual  
20 basis, updated to address: the collection, use, and disclosure of Covered Information; any internal  
21 or external risks identified by each Covered Business in Subsection VII(D); and safeguards  
22 implemented pursuant to Subsection VII(E), that includes training on the requirements of this  
23 Order;

24 7. a data retention policy that, at a minimum, includes:

- 25 a. a retention schedule that limits the retention of Covered Information for  
26 only as long as is reasonably necessary to fulfill the purpose for which the  
27 Covered Information was collected; provided, however, that such Covered  
28 Information need not be destroyed, and may be disclosed, to the extent



1 requested by a government agency or required by law, regulation, or court  
2 order; and

3 b. a requirement that each Covered Business document, adhere to, and make  
4 publicly available in its terms of service or terms of use a retention  
5 schedule for Covered Information, setting forth: (1) the purposes for  
6 which such information is collected; (2) the specific business need for  
7 retaining each type of Covered Information; and (3) a set timeframe for  
8 Deletion of each type of Covered Information (absent any intervening  
9 Deletion requests from consumers) that precludes indefinite retention of  
10 any Covered Information;

11 8. For each product or service, policies and procedures to document internally the  
12 decision to collect, use, disclose, or maintain each type of Covered Information. Such  
13 documentation should include: (a) the name or names of the person or people who made the  
14 decision; (b) for what purpose the type of Covered Information is being collected; (c) the data  
15 segmentation controls in place to ensure that the type of Covered Information collected is only  
16 used for the particular purpose for which it was collected; (d) the data retention limit set for each  
17 type of Covered Information and the technical means for achieving Deletion; (e) the safeguards  
18 in place to prevent disclosure or sale of each type of Covered Information; and (f) the access  
19 controls in place to ensure only authorized employees with a need-to-know have access to each  
20 type of Covered Information;

21 9. audits, assessments, reviews, or testing of web pixels and Software Development  
22 Kits, and their associated Third Parties, to which each Covered Business discloses or provides  
23 access to Covered Information.

24 F. Assess, at least once every twelve (12) months and promptly (not to exceed thirty  
25 (30) days) following a Covered Incident, the sufficiency of any safeguards in place to address the  
26 internal and external risks to the privacy, security, availability, confidentiality, and integrity of  
27 Covered Information, and modify the Privacy Program based on the results;

1 G. Test and monitor the effectiveness of the safeguards at least once every twelve  
2 (12) months and promptly (not to exceed thirty (30) days) following a Covered Incident, and  
3 modify the Privacy Program based on the results;

4 H. Select and retain service providers capable of safeguarding Covered Information  
5 they receive from the Covered Business, and contractually require service providers to  
6 implement and maintain safeguards for Covered Information;

7 I. Evaluate and adjust the Privacy Program in light of any material changes to each  
8 Covered Business's operations or business arrangements, the results of the testing and  
9 monitoring required by Subsection VII(F), a Covered Incident, new or more efficient  
10 technological or operational methods to control for the risks identified in Subsection VII(D), and  
11 any other circumstances that the Covered Business knows or has reason to believe may have a  
12 material impact on the effectiveness of the Privacy Program or any of its individual safeguards.  
13 The Covered Business may make this evaluation and adjustment to the Privacy Program at any  
14 time, but must, at a minimum, evaluate the Privacy Program at least once every twelve (12)  
15 months and modify the Program as necessary based on the results.

16 **VIII. PRIVACY ASSESSMENT BY A THIRD PARTY**

17 IT IS FURTHER ORDERED that, in connection with compliance with Section VII, for  
18 any Covered Business that collects, maintains, uses, discloses, or provides access to Covered  
19 Information, Defendant must obtain initial and biennial assessments ("Assessments"):

20 A. The Assessments must be obtained from one or more qualified, objective,  
21 independent third-party professionals ("Assessor(s)") who: (1) uses procedures and standards  
22 generally accepted in the profession; (2) conducts an independent review of the Privacy  
23 Program; (3) retains all documents relevant to each Assessment for five (5) years after  
24 completion of such Assessment; and (4) will provide such documents to the Commission within  
25 ten (10) days of receipt of a written request from a representative of the Commission. No  
26 documents may be withheld on the basis of a claim of confidentiality, proprietary or trade  
27 secrets, work product protection, attorney client privilege, statutory exemption, or any similar  
28 claim. The Assessor(s) must have a minimum of three (3) years of experience in the field of

1 privacy and data protection.

2 B. For each Assessment, Defendant must provide the Associate Director for  
3 Enforcement for the Bureau of Consumer Protection at the Federal Trade Commission with the  
4 name, affiliation, and qualifications of the proposed Assessor, whom the Associate Director shall  
5 have the authority to approve in his or her sole discretion.

6 C. The reporting period for the Assessments must cover: (1) the first year after the  
7 entry of this Order for the initial Assessment; and (2) each two (2) year period thereafter for  
8 twenty (20) years after the entry of this Order for the biennial Assessments.

9 D. Each Assessment must, for the entire assessment period:

10 E. determine whether Defendant has implemented and maintained the Privacy  
11 Program required by Section VII;

12 F. assess the effectiveness of Defendant's implementation and maintenance of  
13 Subsections VII(A)-(I);

14 G. identify any gaps or weaknesses in the Privacy Program or instances of material  
15 noncompliance with Subsections VII(A)-(I);

16 H. address the status of gaps or weaknesses in the Privacy Program, as well as any  
17 instances of material non-compliance with Subsections VII(A)-(I), that were identified in any  
18 prior Assessment required by this Order; and

19 I. identify specific evidence (including, but not limited to, documents reviewed,  
20 sampling and testing performed, and interviews conducted) examined to make such  
21 determinations, assessments, and identifications, and explain why the evidence that the Assessor  
22 examined is: (a) appropriate for assessing an enterprise of Defendant's size, complexity, and risk  
23 profile; and (b) sufficient to justify the Assessor's findings. No finding of any Assessment shall  
24 rely solely on assertions or attestations by Defendant, Defendant's management, or a Covered  
25 Business's management. The Assessment must be signed by the Assessor, state that the  
26 Assessor conducted an independent review of the Privacy Program and did not rely solely on  
27 assertions or attestations by Defendant, Defendant's management, or a Covered Business's  
28 management and state the number of hours that each member of the Assessor's assessment team

1 worked on the Assessment. To the extent Defendant revises, updates, or adds one or more  
 2 safeguards required under Subsection VII(E) in the middle of an Assessment period, the  
 3 Assessment must assess the effectiveness of the revised, updated, or added safeguard(s) for the  
 4 time period in which it was in effect, and provide a separate statement detailing the basis for each  
 5 revised, updated, or additional safeguard.

6 J. Each Assessment must be completed within sixty (60) days after the end of the  
 7 reporting period to which the Assessment applies. Unless otherwise directed by a Commission  
 8 representative in writing, Defendant must submit the initial Assessment to the Commission  
 9 within ten (10) days after the Assessment has been completed via email to DEbrief@ftc.gov or  
 10 by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement,  
 11 Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,  
 12 Washington, DC 20580. The subject line must begin, "U.S. v. GoodRx Holdings, Inc." All  
 13 subsequent biennial Assessments must be retained by Defendant until the Order is terminated  
 14 and provided to the Associate Director for Enforcement within ten (10) days of request.

#### 15 IX. COOPERATION WITH ASSESSOR

16 IT IS FURTHER ORDERED that Defendant, whether acting directly or indirectly, in  
 17 connection with the Assessments required by Section VIII, must:

18 A. provide or otherwise make available to the Assessor all information and material  
 19 in their possession, custody, or control that is relevant to the Assessment for which there is no  
 20 reasonable claim of privilege;

21 B. provide or otherwise make available to the Assessor information about all  
 22 Covered Information in Defendant's custody or control so that the Assessor can determine the  
 23 scope of the Assessment; and

24 C. disclose all material facts to the Assessor, and not misrepresent in any manner,  
 25 expressly or by implication, any fact material to the Assessor's: (1) determination of whether  
 26 Defendant has implemented and maintained the Privacy Program required by Section VII; (2)  
 27 assessment of the effectiveness of the implementation and maintenance of Subsections VII(A)-  
 28 (I); or (3) identification of any gaps or weaknesses in, or instances of material noncompliance

1 with, the Privacy Program required by Section VII.

2 **X. ANNUAL CERTIFICATION**

3 IT IS FURTHER ORDERED that Defendant must:

4 A. One year after the entry of this Order, and each year thereafter, provide the  
5 Commission with a certification from a senior corporate manager, or, if no such senior corporate  
6 manager exists, a senior officer of each Covered Business that: (1) the Covered Business has  
7 established, implemented, and maintained the requirements of this Order; (2) the Covered  
8 Business is not aware of any material noncompliance that has not been: (a) corrected, or (b)  
9 disclosed to the Commission; and (3) includes a brief description of any Covered Incident. The  
10 certification must be based on the personal knowledge of the senior corporate manager, senior  
11 officer, or subject matter experts upon whom the senior corporate manager or senior officer  
12 reasonably relies in making the certification.

13 B. Unless otherwise directed by a Commission representative in writing, submit all  
14 annual certifications to the Commission pursuant to this Order via email to DEbrief@ftc.gov or  
15 by overnight courier (not the U.S. Postal Service) to Associate Director for Enforcement, Bureau  
16 of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,  
17 Washington, D.C. 20580. The subject line must begin, "U.S. v. GoodRx Holdings, Inc."

18 **XI. COVERED INCIDENT REPORTS**

19 IT IS FURTHER ORDERED that Defendant, within thirty (30) days after discovery of a  
20 Covered Incident, must submit a report to the Commission, unless the Covered Incident also  
21 constitutes a Breach of Security involving the Unsecured PHR Identifiable Health Information of  
22 500 or more individuals and therefore requiring notice under Section IV of this Order. The  
23 report must include, to the extent possible:

24 A. the date, estimated date, or estimated date range when the Covered Incident  
25 occurred;

26 B. a description of the facts relating to the Covered Incident, including the causes  
27 and scope of the Covered Incident, if known;

28 C. the number of consumers whose information was affected;

1 D. the acts that Defendant has taken to date to remediate the Covered Incident;  
2 protect Covered Information from further disclosure, exposure, or access; and protect affected  
3 individuals from identity theft or other harm that may result from the Covered Incident; and

4 E. a representative copy of any materially different notice sent by Defendant to  
5 consumers or to any U.S. federal, state, or local government entity.

6 Unless otherwise directed by a Commission representative in writing, all Covered  
7 Incident reports to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov  
8 or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement,  
9 Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,  
10 Washington, DC 20580. The subject line must begin: "U.S. v. GoodRx Holdings, Inc."

11 **XII. MONETARY JUDGMENT FOR CIVIL PENALTY**

12 IT IS FURTHER ORDERED that:

13 A. Judgment in the amount of \$1,500,000 is entered in favor of Plaintiff against  
14 Defendant as a civil penalty.

15 B. Defendant is ordered to pay to Plaintiff, by making payment to the Treasurer of  
16 the United States, \$1,500,000, which, as Defendant stipulates, their undersigned counsel holds in  
17 escrow for no purpose other than payment to Plaintiff. Such payment must be made within 7  
18 days of entry of this Order by electronic fund transfer in accordance with instructions previously  
19 provided by a representative of Plaintiff.

20 **XIII. ADDITIONAL MONETARY PROVISIONS**

21 IT IS FURTHER ORDERED that:

22 A. Defendant relinquishes dominion and all legal and equitable right, title, and  
23 interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

24 B. The facts alleged in the Complaint will be taken as true, without further proof, in  
25 any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to  
26 enforce its rights to any payment or monetary judgment pursuant to this Order.

27 C. Defendant acknowledges that its Taxpayer Identification Numbers, or Employer  
28 Identification Numbers, which Defendant previously submitted to the Commission, may be used

1 for collecting and reporting on any delinquent amount arising out of this Order, in accordance  
2 with 31 U.S.C. § 7701.

3 **XIV. ORDER ACKNOWLEDGMENTS**

4 IT IS FURTHER ORDERED that Defendant obtain acknowledgments of receipt of this  
5 Order:

6 A. Defendant, within seven (7) days of entry of this Order, must submit to the  
7 Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

8 B. For 20 years after entry of this Order, for any business that Defendant is the  
9 majority owner or controls directly or indirectly, Defendant must deliver a copy of this Order to:  
10 (1) all principals, officers, directors, and LLC managers and members; (2) all employees having  
11 managerial responsibilities for conduct related to the subject matter of the Order and all agents  
12 and representatives who participate in conduct related to the subject matter of the Order; and (3)  
13 any business entity resulting from any change in structure as set forth in the Section titled  
14 Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for  
15 current personnel. For all others, delivery must occur before they assume their responsibilities.

16 C. From each individual or entity to which Defendant delivered a copy of this Order,  
17 Defendant must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of  
18 this Order.

19 **XV. COMPLIANCE REPORTING**

20 IT IS FURTHER ORDERED that Defendant make timely submissions to the  
21 Commission:

22 A. One year after entry of this Order, Defendant must submit a compliance report,  
23 sworn under penalty of perjury:

24 Defendant must: (a) identify the primary physical, postal, and email address and  
25 telephone number, as designated points of contact, which representatives of the  
26 Commission and Plaintiff may use to communicate with Defendant; (b) identify all of  
27 that Defendant's businesses by all of their names, telephone numbers, and physical,  
28 postal, email, and Internet addresses; (c) describe the activities of each business,

1 including the goods and services offered, and the means of advertising, marketing, and  
2 sales; (d) describe in detail whether and how Defendant is in compliance with each  
3 Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained  
4 pursuant to this Order, unless previously submitted to the Commission.

5 B. One year after entry of this Order and annually thereafter for 5 years, Defendant  
6 must submit a supplemental compliance report, sworn under penalty of perjury, explaining any  
7 disclosure of Health Information to Third Parties for Non-Advertising Purposes that was made  
8 without first obtaining Affirmative Express Consent in violation of Section III of this Order and  
9 not in reliance on Subsection III.E of this Order, including: the type of information disclosed; the  
10 purpose for each such disclosure; the part of the Covered Business that made the disclosure, the  
11 reason the disclosure was in compliance with the HIPAA Privacy Rule; and the dates of the  
12 disclosure.

13 C. For 20 years after entry of this Order, Defendant must submit a compliance  
14 notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

15 (a) any designated point of contact; or (b) the structure of Defendant or any entity that  
16 Defendant has any ownership interest in or controls directly or indirectly that may affect  
17 compliance obligations arising under this Order, including: creation, merger, sale, or  
18 dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or  
19 practices subject to this Order.

20 D. Defendant must submit to the Commission notice of the filing of any bankruptcy  
21 petition, insolvency proceeding, or similar proceeding by or against Defendant within fourteen  
22 (14) days of its filing.

23 E. Any submission to the Commission required by this Order to be sworn under  
24 penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by  
25 concluding: “I declare under penalty of perjury under the laws of the United States of America  
26 that the foregoing is true and correct. Executed on: \_\_\_\_\_” and supplying the date, signatory’s  
27 full name, title (if applicable), and signature.

28 F. Unless otherwise directed by a Commission representative in writing, all



1 submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or  
2 sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement,  
3 Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,  
4 Washington, DC 20580. The subject line must begin: “U.S. v. GoodRx Holdings, Inc.”

5 **XVI. RECORDKEEPING**

6 IT IS FURTHER ORDERED that Defendant must create certain records for twenty (20)  
7 years after entry of the Order, and retain each such record for five (5) years. Specifically,  
8 Defendant must create and retain the following records:

- 9 A. accounting records showing the revenues from all goods or services sold;
- 10 B. personnel records showing, for each person providing services, whether as an  
11 employee or otherwise, that person’s: name; addresses; telephone numbers; job title or position;  
12 dates of service; and (if applicable) the reason for termination;
- 13 C. records of all consumer complaints and refund requests, whether received directly  
14 or indirectly, such as through a third party, and any response;
- 15 D. records describing all disclosures of Health Information or PHR Identifiable  
16 Health Information to Third Parties;
- 17 E. records describing all disclosures of App Events to Third Parties;
- 18 F. all records necessary to demonstrate full compliance with each provision of this  
19 Order, including all submissions to the Commission; and
- 20 G. a copy of each unique advertisement or other marketing material pertaining to a  
21 specific drug or medical condition, and any advertisement that makes claims about the privacy or  
22 security of consumers’ Health Information.
- 23 H. every six months, a screen capture of Defendant’s website and mobile application  
24 flows relating to users inputting Covered Information.

25 **XVII. COMPLIANCE MONITORING**

26 IT IS FURTHER ORDERED that, for the purpose of monitoring Defendant’s compliance  
27 with this Order:

- 28 A. Within fourteen (14) days of receipt of a written request from a representative of

1 the Commission or Plaintiff, Defendant must: submit additional compliance reports or other  
2 requested information, which must be sworn under penalty of perjury; appear for depositions;  
3 and produce documents for inspection and copying. The Commission and Plaintiff are also  
4 authorized to obtain discovery, without further leave of court, using any of the procedures  
5 prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33,  
6 34, 36, 45, and 69.

7 B. For matters concerning this Order, the Commission and Plaintiff are authorized to  
8 communicate directly with Defendant. Defendant must permit representatives of the  
9 Commission and Plaintiff to interview any employee or other person affiliated with any  
10 Defendant who has agreed to such an interview. The person interviewed may have counsel  
11 present.

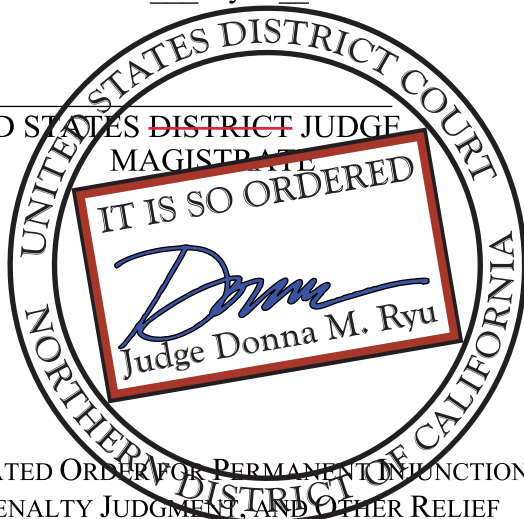
12 C. The Commission and Plaintiff may use all other lawful means, including posing,  
13 through its representatives as consumers, suppliers, or other individuals or entities, to Defendant  
14 or any individual or entity affiliated with Defendant, without the necessity of identification or  
15 prior notice. Nothing in this Order limits the Commission’s lawful use of compulsory process,  
16 pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

17 **XVIII. RETENTION OF JURISDICTION**

18 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for  
19 purposes of construction, modification, and enforcement of this Order.

20 17th  
21 SO ORDERED this \_\_\_ day of February, 2023

22  
23 UNITED STATES DISTRICT JUDGE  
24 MAGISTRATE



25  
26  
27  
28 STIPULATED ORDER FOR PERMANENT INJUNCTION,  
CIVIL PENALTY JUDGMENT, AND OTHER RELIEF

Case No. 3:23-cv-460

**SO STIPULATED AND AGREED:  
FOR PLAINTIFF UNITED STATES OF AMERICA:**

BRIAN M. BOYNTON  
Principal Deputy Assistant Attorney General  
Civil Division

ARUN G. RAO  
Deputy Assistant Attorney General, Consumer Protection Branch

AMANDA N. LISKAMM  
Acting Director, Consumer Protection Branch

LISA K. HSIAO  
Assistant Director, Consumer Protection Branch

/s/ Sarah Williams

Date: January 24, 2023

SARAH WILLIAMS  
Trial Attorney  
Consumer Protection Branch  
450 5<sup>th</sup> St NW, Suite 6400-S  
Washington, D.C. 20530  
Telephone: (202) 616-4269  
sarah.williams@usdoj.gov

STEPHANIE M. HINDS  
United States Attorney

/s/ Sharanya Mohan

SHARANYA MOHAN  
Assistant United States Attorney  
Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: (415) 436-7198  
sharanya.mohan@usdoj.gov

**OF COUNSEL:**

RONNIE SOLOMON  
DENISE M. OKI  
Attorneys  
Federal Trade Commission  
Western Region San Francisco

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR DEFENDANT:**

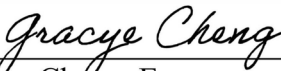


Date: 10/21/22

**Richard H. Cunningham**  
**Olivia Adendorff**  
**Rachael A. Rezabek**

Kirkland & Ellis, LLP  
Counsel for GoodRx Holdings, Inc.  
1301 Pennsylvania Ave., N.W. Washington, D.C. 20004  
(202) 425-5385  
[rich.cunningham@kirkland.com](mailto:rich.cunningham@kirkland.com)  
[olivia.adendorff@kirkland.com](mailto:olivia.adendorff@kirkland.com)  
[rachael.rezabek@kirkland.com](mailto:rachael.rezabek@kirkland.com)

**DEFENDANT: GoodRx Holdings, Inc.**



Date: October 21 2022

Gracye Cheng, Esq.  
Senior Vice President and General Counsel

## Exhibit A

### Website and Mobile Application Notice

The Federal Trade Commission alleges that we shared identifiable information about people who visited our website or used our app between July 2017 and April 2020 without their permission. This information included details about drug and health conditions people searched and their prescription medications. We shared this information with third parties, including Facebook. In some cases, GoodRx used the information to target people with health-related ads.

The Federal Trade Commission alleges we broke the law by sharing this health information without users' permission. To resolve the case, we have agreed to an FTC order [[notice will include a link to the FTC.gov page with Complaint and Order](#)] requiring that:

- We'll tell applicable third parties (like Facebook) who received that information to delete it.
- We'll never share your health information with applicable third parties (like Facebook) for advertising purposes.
- We won't share your health information with applicable third parties (like Facebook) for other purposes, unless we get your permission first.
- We'll put in place a comprehensive privacy program with heightened procedures and controls to protect your personal and health information. An independent auditor will review our program to make sure we're protecting your information. These audits will happen every two years for 20 years.

If you have any questions, email us at [privacy@goodrx.com](mailto:privacy@goodrx.com).

To learn more about the settlement, go to [ftc.gov](https://ftc.gov) and search for "GoodRx".

For advice on protecting your health privacy, read the FTC's [Does your health app protect your sensitive info?](#)

### Notice to Covered Users

The Federal Trade Commission alleges that between July 2017 and April 2020, you visited GoodRx.com or used the GoodRx app. During this time, we shared identifiable information related to you, including health information, without your permission. This information included details about drug and health conditions you searched and your prescription medications. We shared this information with third parties, including Facebook. In some cases, GoodRx used the information to target you with health-related ads.

The Federal Trade Commission alleges we broke the law by sharing your health information without your permission. To resolve the case, we have agreed to an FTC order [\[notice will include link to the FTC.gov page with Complaint and Order\]](#) requiring that:

- We'll tell applicable third parties (like Facebook) who received that information to delete it.
- We'll never share your health information with applicable third parties (like Facebook) for advertising purposes.
- We won't share your health information with applicable third parties (like Facebook) for other purposes, unless we get your permission first.
- We'll put in place a comprehensive privacy program with heightened procedures and controls to protect your personal and health information. An independent auditor will review our program to make sure we're protecting your information. These audits will happen every two years for 20 years.

If you have any questions, email us at [privacy@goodrx.com](mailto:privacy@goodrx.com).

To learn more about the settlement, go to [ftc.gov](https://www.ftc.gov) and search for "GoodRx".

For advice on protecting your health privacy, read the FTC's [Does your health app protect your sensitive info?](#)

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**UNITED STATES OF AMERICA,**

Plaintiff,

v.

**GOODRX HOLDINGS, INC.,** a corporation,  
also d/b/a GoodRx, GoodRx Gold, GoodRx  
Care, HeyDoctor, and HeyDoctor by  
GoodRx;

Defendant.

Case No. \_\_\_\_\_

**ACKNOWLEDGMENT BY  
AFFIDAVIT OF RECEIPT OF  
ORDER BY DEFENDANT [NAME]**

A. My name is \_\_\_\_\_, my job title is \_\_\_\_\_, and I am authorized to accept service of process on GoodRx Holdings, Inc. I am [a U.S. citizen] over the age of eighteen, and I have personal knowledge of the facts set forth in this Acknowledgment.

B. GoodRx Holdings, Inc., was a Defendant in U.S. v. GoodRx Holdings, Inc., et al., which is the court case listed near the top of this page.

C. On [\_\_\_\_\_, 202\_], I received a copy of the Stipulated Order for Permanent Injunction, Civil Penalty Judgment, and Other Relief, which was signed by the Honorable [Judge's name] and entered by the Court on [Month \_\_, 202\_]. A true and correct copy of the Order that I received is attached to this Acknowledgment.

D. On [Month \_\_, 202\_], GoodRx Holdings, Inc., received a copy of the Stipulated Order for Permanent Injunction, Civil Penalty Judgment, and Other Relief, which was signed by

the Honorable [*Judge's name*] and entered by the Court on [*Month* \_\_, 202\_]. The copy of the Order attached to this Acknowledgment is a true and correct copy of the Order it received.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on [*Month* \_\_, 202\_].

---

[*Full name*]  
Officer of  
GoodRx Holdings, Inc.

State of \_\_\_\_\_, City of \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

Notary Public  
My commission expires:

---



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**UNITED STATES OF AMERICA,**

Plaintiff,

v.

**GOODRX HOLDINGS, INC.,** a corporation,  
also d/b/a GoodRx, GoodRx Gold, GoodRx  
Care, HeyDoctor, and HeyDoctor by  
GoodRx;

Defendant.

Case No. \_\_\_\_\_

**ACKNOWLEDGMENT BY  
DECLARATION OF RECEIPT OF  
ORDER BY A NON PARTY**

I, \_\_\_\_\_, received a copy of the Stipulated Order for  
Permanent Injunction, Civil Penalty Judgment, and Other Relief, in U.S. v. GoodRx Holdings,  
Inc., et al., on \_\_\_\_\_, 20\_\_.

I was not a Defendant in that court case. My title or relationship with Defendant  
is \_\_\_\_\_.

I declare under penalty of perjury under the laws of the United States of America that the  
foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_