

**IN THE CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS COUNTY  
DEPARTMENT, CIVIL DIVISION**

**CARLA PLOWMAN, KAREN EVANS,  
REID COOPER, MICHAEL NAESSENS,  
AND DOUG SPINDLER,**

individually, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

**SEAMLESS CONTACTS, INC.**

Defendant.

Case No. 2025CH000163

Candice Adams  
e-filed in the 18th Judicial Circuit Court  
DuPage County  
ENVELOPE: 34679478  
2025CH000163  
FILEDATE: 9/30/2025 1:50 PM  
Date Submitted: 9/30/2025 1:50 PM  
Date Accepted: 9/30/2025 2:41 PM  
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**DECLARATION OF RAINA C. BORRELLI IN SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

I, Raine C. Borrelli, hereby declare as follows:

1. I am a partner at Strauss Borrelli PLLC, counsel of record for Plaintiffs Carla Plowman, Karen Evans, Reid Cooper, Michael Naessens, and Doug Spindler.
2. I have personal knowledge of the facts set forth in this declaration. I am submitting this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.
3. The Settlement Agreement is attached to this declaration as **Exhibit 1**.
4. This case began with parallel suits against Seamless in: (1) the U.S. District Court for the Northern District of California and (2) the U.S. District Court for the Northern District of Illinois. Seamless filed a Rule 12 motion to dismiss the Illinois case on various grounds including Article III standing. That motion was denied and the parties engaged in extensive discovery, including significant written discovery efforts, wherein the plaintiff requested, and Seamless

provided, key information on the putative class's composition and the types of data that Seamless maintained related to its website and its visitors. With this information in hand, the plaintiff took depositions of Seamless's corporate representatives. The plaintiff likewise participated in the discovery process, responding to Seamless's written discovery. Thereafter, the plaintiff in the Illinois action filed a motion for class certification and Seamless filed a motion for summary judgment, both of which the parties fully briefed. The Court granted Seamless's motion for summary judgment in its entirety based on facts specific to the plaintiff's individual claims and denied as moot the motion for class certification without making a substantive ruling on the merits of class certification. Thereafter, the Illinois plaintiff's claims were individually resolved and her complaint against Seamless was dismissed without prejudice as to the class claims, which were subsequently refiled in this action on behalf of the Illinois Settlement Class.

5. Plaintiff Spindler sued Seamless in a parallel putative class action case in the United States District Court for the Northern District of California. Plaintiff Spindler's complaint alleged violations of the California Right of Publicity Act, Cal. Civ. Code § 3344, California common law prohibiting misappropriation of a name or likeness, and California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. Specifically, the complaint alleged that Seamless's use of Plaintiff Spindler's and other consumers' identities to encourage individuals to purchase subscriptions to Seamless's website violated Section 3344. Seamless sought to dismiss Plaintiff Spindler's case on various grounds, including Article III standing. That Rule 12 motion was denied, and the Parties engaged in extensive discovery.

6. In the midst of this discovery, the parties agreed to explore resolution. To that end, the parties attended an all-day mediation on May 15, 2024 with Jill Sperber of Judicate West. The mediation was unsuccessful, and the parties returned to litigating the case. After further litigation,

the parties agreed to mediate a second time, attending an all-day mediation with Jill Sperber of Judicate West on October 2, 2024. Through their arms' length negotiations, and with the assistance of Ms. Sperber, the parties reached a settlement in principle on behalf of all Plaintiffs named in this Action. Plaintiffs subsequently filed this Action, asserting claims on behalf of themselves and a putative California Class, Illinois Class, Indiana Class, Ohio Class, and Nevada Class, asserting claims for: (1) violations of the California Right of Publicity Act, Cal. Civ. Code § 3344, California common law prohibiting misappropriation of a name or likeness, and California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.; (2) violations of the Illinois Right of Publicity Act, 765 ILCS 1075/1 et seq.; (3) violations of Indiana's Right of Publicity Statute, Ind. Code § 32-36-1 and Indiana common law prohibiting of misappropriation of a name or likeness; (4) Ohio's Right of Publicity Statute, Ohio Rev. Code § 2741 and Ohio common law prohibiting of misappropriation of a name or likeness; (5) Nevada's Right of Publicity Statute, Nev. Rev. Stat. §§ 597.770 et seq.; and (6) unjust enrichment.

7. Subject to Court approval, the Parties have agreed to use EisnerAmper LLP as the Settlement Administrator.

8. The claims process is designed to ensure all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to opt-out or object.

9. The Parties entered into the Settlement only after both sides were fully apprised of the facts, risks, and obstacles involved with protracted litigation. The Settling Parties did not discuss the amount of attorneys' fees, costs, or service awards until after the substantive terms of the Settlement had been agreed upon. At all times, the settlement negotiations were adversarial, non-collusive, and conducted at arm's length.

10. Further, proposed Settlement Class Counsel are well-qualified to represent the class. Settlement Class Counsel have extensive experience in privacy and consumer class actions and are leaders in the field. *See Exhibits 2-3* attached hereto (Settlement Class Counsel Firm Resumes). Additionally, prior to filing suit, Settlement Class Counsel conducted extensive research regarding the Plaintiffs' claims, Defendant, and the alleged use of Settlement Class Members' names and identifies.

11. Based on their experience in handling other class action matters, the amount of monetary recovery secured for the Settlement Class Members, and a comparison to previously approved settlements in similar right of publicity class actions, Settlement Class Counsel believe this Settlement provides fair, reasonable, and adequate relief for the Settlement Class. Additionally, all the Class Representatives approve of this Settlement. Settlement Class Counsel also believe the benefits of the Parties' settlement far outweigh the delay and considerable risk of attempting to proceed through a motion to dismiss, class certification, summary judgment, and to trial.

12. The proposed Notices will include, in a manner that is understandable to potential Settlement Class Members, information regarding: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 30th day of September 2025, at Eagan, Minnesota.

/s/ Raina C. Borrelli  
Raina C. Borrelli