

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

CARLA PLOWMAN ET AL.

Plaintiff

-VS-

SEAMLESS CONTACTS INC A DELAWARE
CORPORATION

Defendant

2025CH000163
CASE NUMBER**FILED**

25 Nov 18 AM 11: 10

CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**ORDER**

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") between Carla Plowman, Karen Evans, Reid Cooper, Michael Naessens, and Doug Spindler (collectively, "Plaintiffs"), individually and on behalf of the state-specific Classes (as defined below), and Seamless Contacts, Inc. ("Defendant"), as set forth in the Settlement Agreement between the Parties (the "Settlement"), attached as Exhibit 1 to the Declaration of Raina C. Borrelli in Support of Plaintiff's Motion for Preliminary Approval, and the Court having duly considered the papers and arguments of counsel, the Court hereby **GRANTS** this Motion and **ORDERS** as follows:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. Unless defined herein, all capitalized terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") shall have the meanings ascribed to them in the Settlement Agreement.
2. This Court has subject matter jurisdiction of the Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
3. This Order is based on 735 ILCS 5/2-801-806.
4. The Parties now seek approval of the proposed Settlement, the terms of which Plaintiffs summarize as follows:
5. Monetary Relief. Pursuant to the Settlement, Defendant will make payments to the members of each of the state-specific Settlement Classes who submit valid claims. The amount of each payment varies based on the statutory damages available under each state's right of publicity law. Each Settlement Class Member who submits an Approved Claim shall be entitled to a payment of a pro rata share of their respective State-Specific Settlement Fund, after payment of Settlement Administration Expenses, the Fee Award, and any service award to that Settlement Class's respective Class Representative. Claims may be submitted electronically via the Settlement Website, or physically by mail.
6. Prospective Relief. Pursuant to the Settlement, and within thirty (30) days after entry of the Final Approval Order, Defendant shall ensure the opt-out procedure is effective and long-lasting by: (i) displaying the opt-out procedure more prominently on the Seamless website; (ii) making the opt-out procedure more user-friendly (e.g., no requirement to create an account to opt-out); and (iii) ensuring opt-out requests are honored indefinitely..
7. The Court finds that: (i) there is good cause to believe that the Settlement is fair, reasonable, and adequate; (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (iii) the Settlement warrants Notice of its material terms to the Settlement Classes for its consideration and reaction.

CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

8. The Court has conducted a preliminary evaluation of the Settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of 735 ILCS 2-801, and hereby conditionally certifies the five state-specific Settlement Classes as follows for settlement purposes only (and for no other purposes and with no other effect upon this or any other action, including no effect upon this Action should the Settlement not ultimately be approved).

California Settlement Class (claims under California law): Doug Spindler and all individuals with a California contact address who: (1) are not customers of seamless.ai and (2) have been saved to the MyContacts list of a free customer of seamless.ai who subsequently became a paid customer of seamless.ai from April 1, 2021 to October 2, 2024. Excluded from the California Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Seamless, Seamless's subsidiaries, successors, predecessors, and any entity in which Seamless has a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons.

Illinois Settlement Class (claims under Illinois law): Carla Plowman and all individuals with an Illinois contact address who: (1) are not customers of seamless.ai and (2) have been saved to the MyContacts list of a free customer of seamless.ai who subsequently became a paid customer of seamless.ai from April 1, 2021 to October 2, 2024. Excluded from the Illinois Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Seamless, Seamless's subsidiaries, successors, predecessors, and any entity in which Seamless has a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons.

Indiana Settlement Class (claims under Indiana law): Reid Cooper and all individuals with an Indiana contact address who: (1) are not customers of seamless.ai and (2) have been saved to the MyContacts list of a free customer of seamless.ai who subsequently became a paid customer of seamless.ai from April 1, 2021 to October 2, 2024. Excluded from the Indiana Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Seamless, Seamless's subsidiaries, successors, predecessors, and any entity in which Seamless has a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons.

Nevada Settlement Class (claims under Nevada law): Natalie Nicole and all individuals with a Nevada contact address who: (1) are not customers of seamless.ai and (2) have been saved to the MyContacts list of a free customer of seamless.ai who subsequently became a paid customer of seamless.ai from April 1, 2021 to October 2, 2024. Excluded from the Nevada Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Seamless, Seamless's subsidiaries, successors, predecessors, and any entity in which Seamless has a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons.

Ohio Settlement Class (claims under Ohio law): Karen Evans and all individuals with an Ohio contact address who: (1) are not customers of seamless.ai and (2) have been saved to the MyContacts list of a free customer of seamless.ai who subsequently became a paid customer of seamless.ai from April 1, 2021 to October 2, 2024. Excluded from the Ohio Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Seamless, Seamless's subsidiaries, successors, predecessors, and any entity in which Seamless has a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons.

9. For the purposes of the conditional certification, the Court preliminary finds for settlement purposes only that the Settlement Classes are sufficiently numerous that joinder of all members is impracticable, that there are questions of law and fact common to members of the Settlement Classes that predominate, that the representative parties will fairly and adequately protect the interests of the Settlement Classes, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.
10. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Preliminary Approval Order, are not and shall not in any event be described as, construed as, offered or received against any of the Released Parties, including Defendant, as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties, including Defendant, of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties, including Defendant. Defendant has denied and continues to deny the claims asserted by Plaintiffs. Notwithstanding, nothing contained herein shall be construed to prevent a Party to the Action from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.
11. The certification of the Settlement Classes shall be binding only with respect to the Settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Settlement Agreement shall be null and void *ab initio*, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Classes and/or the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

NOTICE AND SETTLEMENT ADMINISTRATION

12. Pursuant to the Settlement Agreement, EisnerAmper LLP is hereby appointed as the Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Preliminary Approval Order.
13. The forms of the Direct Mail Postcard Notice,[1] Direct Email Notice,[2] Reminder Email Notice,[3] Long Notice,[4] and the Claim Forms,[5] are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy state statutory requirements and due process under 735 ILCS 5-2/803 et seq., the United States Constitution, the Illinois Constitution, and other applicable laws. The Court further finds that the form, content, and method of providing Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.
14. The Notice program set forth in the Settlement Agreement, and described below, satisfies the requirements of 735 ILCS 5-2/803, provides the best notice practicable under the circumstances, and is hereby approved.
15. The Settlement Administrator is directed to carry out the Notice program as set forth in the Settlement Agreement.
16. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel and Defendant's Counsel to file with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to its compliance with the Court-approved Notice program.

EXCLUSIONS AND OBJECTIONS

17. The Notice shall inform each Settlement Class Member of his or her right to request exclusion from a Settlement Class and to not be bound by this Settlement Agreement, if within the sixty (60)-day period beginning upon the Notice Deadline, the Settlement Class Member personally signs and timely submits a request to be excluded from the relevant Settlement Class (“Opt-Out Request”) to the Settlement Administrator at the mail or email address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked or received no later than the final date of the Opt-Out Period (the “Opt-Out Deadline”).
18. For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) be in writing; (b) identify the case name *Carla Plowman*; (c) identify if the person seeking exclusion is a member of the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, or the Nevada Settlement Class; (d) state the full name, current address, and telephone number of the person seeking exclusion; (e) all grounds for the request to be excluded, with factual and legal support for the stated request, including any supporting materials; (f) the identification of any other exclusion request she/he has filed, or has had filed on her/his behalf, in any other class action in the last five years; (g) be signed by the person(s) seeking exclusion; and (h) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. If represented by counsel, the Settlement Class Member requesting to be excluded must also provide the name, email, and telephone number of his/her counsel. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the settlement in *Carla Plowman*.” No person may request to be excluded from a Settlement Class through “mass” or “class” opt-outs.
19. All Settlement Class Members who submit timely and valid opt-out requests shall not: (a) be bound by any orders or the Final Approval Order; (b) be entitled to relief under this Agreement; (c) gain any rights by virtue of this Agreement; and (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order or Alternative Approval Order. All Settlement Class Members who do not request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement, including the Release contained therein, and the Final Approval Order and Judgment thereon, regardless of whether he or she files a Claim Form or receives any benefits from the Settlement.
20. An opt-out request or other request for exclusion that does not fully comply with the requirements set forth above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained therein, and the Final Approval Order entered thereon.

Objections

21. Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely, written notice of his or her Objection by no later than sixty (60) days from the Notice Deadline (the “Objection Deadline”).
22. To object to the Settlement, a Settlement Class Member must file with the Court or mail or email to the Settlement Administrator a timely, written, and personally signed Objection in the appropriate form with the Clerk of this Court. The Objection must also be delivered or mailed to Settlement Class Counsel and Defendant’s Counsel. The deadline for filing Objections shall be included in the Notice.
23. The written objection must include: (a) the person’s full name and current address; (b) a statement that he or she believes himself or herself to be a member of the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, or the Nevada Settlement Class; (c) whether the objection applies only to the objector, to a specific subset of the objector’s respective class, or to the entirety of the objector’s class; (d) the specific grounds for the objection; (e) all documents or writings that the person desires the Court to consider; (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission)..
24. Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of this Court shall forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement, including the Release contained therein, and by all proceedings, orders, and judgments in the Action, including the Final Order and Judgment.
25. The exclusive means for any challenge to the Settlement Agreement is through the provisions set forth in the Settlement Agreement. Any challenge to the Settlement Agreement, the Final Approval Order, or any judgment to be entered upon final approval, shall be pursuant to appeal and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

APPOINTMENTS

26. For settlement purposes only, the Court hereby approves the conditional appointment of Plaintiff Carla Plowman as Class Representative for the Illinois Settlement Class, Plaintiff Karen Evans as Class Representative for the Ohio Settlement Class, Plaintiff Doug Spindler as Class Representative for the California Settlement Class, Plaintiff Reid Cooper as Class Representative for the Indiana Settlement Class, and Plaintiff Michael Naessens as Class Representative for the Nevada Settlement Class.
27. For settlement purposes only, the Court hereby approves the conditional appointment of Sam Strauss, Raina C. Borrelli, and Brittany Resch of Strauss Borrelli PLLC, and Michael Ram of Morgan & Morgan LLP, as Settlement Class Counsel, and finds that they are competent and capable of exercising the responsibilities of Settlement Class Counsel.

TERMINATION

28. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement.
29. If the Settlement Agreement is terminated or not approved, or if the Effective Date does not occur for any reason, then: (i) the Settlement Agreement and all orders entered in connection with the Settlement Agreement shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Courts in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) all Parties shall be deemed to have reverted to their respective positions and status in the Litigation as of the date the Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Courts in the Litigation; and (iv) Defendant shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

FINAL APPROVAL HEARING

30. No later than fourteen (14) days prior to the Objection and Opt-Out Deadlines, Plaintiffs must file their papers in support of Settlement Class Counsel's application for fees, costs, and expenses and Service Awards. And no later than fourteen (14) days prior to the Final Approval Hearing, Plaintiffs must file their papers in support of final approval of the Settlement Agreement.
31. A Final Approval Hearing shall be held before the Court on April 6, 2026 at 9:30 a.m. via Zoom or Telephonic means for the following purposes:
- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met, and that the Settlement Class Representatives and Settlement Class Counsel adequately represented the Settlement Classes for purposes of entering into and implementing the Settlement Agreement;
 - b. to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
 - c. to determine that Notice (1) was implemented pursuant to the Settlement Agreement and Preliminary Approval Order, (2) constitutes the best practicable notice under the circumstances, (3) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of the Litigation and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (4) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (5) fulfills the requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the both the United States and Illinois Constitutions, and the rules of the Court;
 - d. to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
 - e. to consider the application for an award of attorneys' fees, costs, and expenses;
 - f. to consider the application for Service Awards to the Settlement Class Representatives;
 - g. to consider all payments to be made pursuant to the Settlement Agreement;
 - h. to dismiss the action with prejudice; and
 - i. to rule upon such other matters as the Court may deem appropriate.
32. All proceedings in the Litigation other than those related to approval of the Settlement Agreement pending entry of the Final Approval Order are stayed.
33. No Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Persons and any such actions are enjoined or stayed.

SUMMARY OF DEADLINES

34. The preliminary approval of the Settlement Agreement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order, include, but are not limited to:

Event

Defendant to Provide Settlement Class List to Settlement Administrator

Deadline - No later than 28 days after execution of the Settlement Agreement

Notice Deadline

Deadline - No later than 21 days after entry of Preliminary Approval

Motion for Attorneys' Fees, Costs, Expenses, and Service Awards

Deadline - No later than fourteen (14) days prior to the Objection and Opt-Out Deadlines

Deadline to Opt-Out/Object From Settlement

Deadline - No later than 60 days after the Notice Deadline

Claims Deadline

Deadline - No later than 90 days after the Notice Deadline

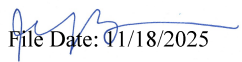
Motion for Final Approval of Class Action Settlement

Deadline - No later than fourteen (14) days prior to the Final Approval Hearing

Final Approval Hearing - April 6, 2026 at 9:30 a.m. via Zoom

IT IS SO ORDERED.

Submitted by: BRITTANY RESCH
Attorney Firm: STRAUSS BORRELLI PLLC
DuPage Attorney Number: 382570
Attorney for: CARLA PLOWMAN
Address: 980 N MICHIGAN AVENUE SUITE 1610
City/State/Zip: CHICAGO, IL, 60611
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Entered:  File Date: 11/18/2025
JUDGE JENNIFER BARRON
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