

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

CARLA PLOWMAN, KAREN EVANS,  
REID COOPER, MICHAEL NAESSENS,  
and DOUG SPINDLER, individually and on  
behalf of all others similarly situated,

*Plaintiffs,*

v.

SEAMLESS CONTACTS, INC.,

*Defendant.*

Case No. 2025CH000163

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs Carla Plowman, Doug Spindler, Reid Cooper, Karen Evans, and Michael Naessens (collectively, “Plaintiffs”), for themselves individually and on behalf of the Settlement Classes, and Defendant Seamless Contacts, Inc. (“Seamless” or “Defendant”). Plaintiffs and Defendant or Seamless are collectively referred to as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court. Capitalized terms used herein shall have the meaning assigned to them as defined in this Settlement Agreement.

**RECITALS**

A. Kate Hoffower (“Hoffower”) filed a putative class action complaint in the United States District Court for the Northern District of Illinois. Hoffower’s complaint alleged violations of the Illinois Right of Publicity Act, and included other causes of action asserted.

B. Seamless filed a Rule 12 motion to dismiss Hoffower’s case on various grounds

including Article III standing. That motion was denied and the parties engaged in extensive discovery.

C. This discovery included significant written discovery efforts, wherein Hoffower 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, Hoffower took depositions of Seamless's corporate representatives. Hoffower likewise participated in the discovery process, responding to Seamless's written discovery.

D. Thereafter, Hoffower 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 Ms. Hoffower's individual claims and denied as moot Hoffower's motion for class certification without making a substantive ruling on the merits of class certification. Thereafter, Hoffower'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 (as defined below).

E. 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.

F. 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.

G. 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.

H. 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 the Action.

I. This agreement was memorialized in an executed term sheet that was formalized into this Settlement Agreement.

J. 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.

K. Plaintiffs and Class Counsel believe that the claims asserted in the Action have

merit, and that they would have ultimately succeeded in certifying a class, at trial or summary judgment, and on any subsequent appeal. But Plaintiffs and Class Counsel recognize that Seamless has raised relevant factual and legal defenses that pose risks to the Settlement Classes. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation and the appeals that would follow any judgment in favor of the Settlement Classes. Class Counsel believe that this Agreement eliminates uncertainty in the outcome and presents an exceptional result for the Settlement Classes, and one that will be provided without delay. Therefore, Plaintiffs believes that it is in the best interest of the Settlement Classes to settle the Action and that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, pursuant to the terms and conditions set forth in this Settlement Agreement.

L. Given the uniqueness of the seamless.ai platform, Seamless believes that Plaintiffs could not prove commercial use or holding out under State right of publicity statute. Seamless also denies all allegations of wrongdoing and liability, denies all material allegations in the Action, and believes that it would prevail in defeating class certification and at any trial on the merits or summary judgment proceeding, but it has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Classes' claims for damages. Seamless thus desires to resolve finally and completely the pending claims of Plaintiffs and the Settlement Classes. This Agreement is a compromise and the Agreement, and any related documents, and negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Seamless.

M. NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and

among Plaintiffs on behalf of the Settlement Classes, and Seamless that, subject to Court approval after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

## **AGREEMENT**

### **1. DEFINITIONS.**

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms have the meanings specified below:

1.1 **“Action”** means the case captioned *Plowman et al. v. Seamless Contacts, Inc.*, CASE NO. 2025CH000163, pending in the Circuit Court of DuPage County, Illinois.

1.2 **“Approved Claim”** means a Claim Form submitted by a Settlement Class Member that is: (i) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (ii) fully and truthfully completed with all of the information required of a Settlement Class Member; (iii) signed by the Settlement Class Member, either physically or electronically; and (iv) approved as a valid claim by the Settlement Administrator.

1.3 **“California Settlement Class”** means 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.

1.4 **“California Settlement Class Representative”** means Plaintiff Doug Spindler.

1.5 **“California Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Seven Hundred Seventy Thousand Seven Hundred Nine Dollars and Zero Cents (\$770,709.00) This amount shall be deposited in an Escrow Account by Seamless no later than thirty (30) days after Final Approval. From this California Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the California Settlement Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any service award to the California Settlement Class Representative, and (iv) a proportional amount of any Fee Award. The California Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Seamless into the California Settlement Fund, or any interest earned thereon, revert to Seamless or any other Released Party, except as set forth in Paragraph 9.4.

1.6 **“Claims Deadline”** means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the order granting Preliminary Approval, in the Notices, and in the Claim Form.

1.7 **“Claim Form”** means the claim form attached hereto as Exhibit A (the online Claim Form) and Exhibit B (the paper Claim Form attached to the postcard notice), as approved by the Court. The Claim Form must be completed and physically signed or verified electronically by any Settlement Class Members who wish to file a claim for a settlement payment, and shall be

available for submission on, or download from, the Settlement Website in hardcopy form. The Claim Form will not require notarization, but will require the information supplied to be true and correct. The online Claim Form will provide the option of having settlement payments transmitted electronically through Venmo, Zelle, or check. Class Members who submit a paper Claim Form that is approved will be sent a check via U.S. Mail.

1.8     **“Class Counsel”** means Sam Strauss, Raina Borrelli, and Brittany Resch of Strauss Borrelli PLLC and Michael Ram of Morgan & Morgan.

1.9     **“Class Representatives”** means the California Settlement Class Representative, the Illinois Settlement Class Representative, the Indiana Settlement Class Representative, the Ohio Settlement Class Representative, and the Nevada Settlement Class Representative.

1.10    **“Court”** means the Circuit Court of DuPage County, or any judge who shall succeed him as judge in this case.

1.11    **“Defendant”** means Seamless Contacts, Inc.

1.12    **“Defendant’s Counsel”** means Aneca E. Lasley of Ice Miller LLP and Melissa Siebert of Cozen O’Connor.

1.13    **“Effective Date”** means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or service awards, (a) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (b) the

date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order.

1.14 **“Escrow Account”** means the interest-bearing escrow account or accounts to be established by the Settlement Administrator for the California Settlement Fund, Illinois Settlement Fund, Indiana Settlement Fund, Ohio Settlement Fund, and Nevada Settlement Fund. Each Escrow Account shall be established under terms acceptable to Plaintiffs and Seamless at a depository institution insured by the Federal Deposit Insurance Corporation that will constitute a court-approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The money in each Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing each Escrow Account shall be proportionally deducted from the California Settlement Fund, Illinois Settlement Fund, Indiana Settlement Fund, Ohio Settlement Fund, and Nevada Settlement Fund. Any interest earned on any Escrow Accounts shall be considered part of that respective state-specific Settlement Fund. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on any Escrow Account and the payment of all taxes that may be due on such earnings.

1.15 **“Fee Award”** means the amount of attorneys’ fees and costs awarded by the Court to Class Counsel to be paid from the California Settlement Fund, Illinois Settlement Fund, Indiana Settlement Fund, Ohio Settlement Fund, and Nevada Settlement Fund.

1.16 **“Final Approval Hearing”** means the hearing before the Court where the Plaintiffs will request the Final Approval Order be entered by the Court confirming approval of the Settlement Class for purposes of Settlement, approving the Settlement Agreement, and



determining the Fee Award and service awards to the Class Representatives.

1.17 **“Final Approval Order”** means the final approval order to be entered by the Court confirming approval of the Settlement Class for purposes of Settlement, approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing, awarding fees, costs, and service awards, and dismissing the Action with prejudice.

1.18 **“Illinois Settlement Class”** means 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.

1.19 **“Illinois Settlement Class Representative”** means Plaintiff Plowman.

1.20 **“Illinois Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Two Hundred Eighteen Thousand Five Hundred Twelve Dollars and Zero Cents (\$218,512.00). This amount shall be deposited in an Escrow Account by Seamless no later than thirty (30) days after Final Approval. From this Illinois Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Illinois Settlement Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any service award to the Illinois Settlement Class Representative, and (iv) any Fee Award. The Illinois Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no

event shall any amount paid by Seamless into the Illinois Settlement Fund, or any interest earned thereon, revert to Seamless or any other Released Party, except as set forth in Paragraph 9.4.

1.21 **“Indiana Settlement Class”** means 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.

1.22 **“Indiana Settlement Class Representative”** means Plaintiff Reid Cooper.

1.23 **“Indiana Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Ninety-One Thousand Six Hundred Seventy-Two Dollars and Zero Cents (\$91,672.00). This amount shall be deposited in an Escrow Account by Seamless no later than thirty (30) days after Final Approval. From this Indiana Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Indiana Settlement Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any service award to the Indiana Settlement Class Representative, and (iv) any Fee Award. The Indiana Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Seamless into the Indiana Settlement Fund, or any interest earned thereon, revert to Seamless or any other Released Party, except as set forth in Paragraph 9.4.

1.24 **“Nevada Settlement Class”** means Michael Naessens 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.

1.25 **“Nevada Settlement Class Representative”** means Plaintiff Michael Naessens.

1.26 **“Nevada Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Two Thousand Four Hundred Fifty-Seven Dollars and Zero Cents (\$2,457.00). This amount shall be deposited in an Escrow Account by Seamless no later than thirty (30) days after Final Approval. From this Nevada Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Nevada Settlement Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any service award to the Nevada Settlement Class Representative, and (iv) any Fee Award. The Nevada Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Seamless into the Nevada Settlement Fund, or any interest earned thereon, revert to Seamless or any other Released Party, except as set forth in Paragraph 9.4.

1.27 **“Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Classes in the manner set forth

in this Agreement, fulfills the requirements of due process and 735 ILCS 5/2-806, and is substantially in the form of Exhibits B, C, and D, attached hereto.

1.28 **“Notice Date”** means the date by which notice is to be provided by the Settlement Administrator, which shall be a date no later than twenty-one (21) days after entry of Preliminary Approval.

1.29 **“Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Classes must be postmarked and/or filed with the Court, which shall be designated as sixty (60) days after the Notice Date.

1.30 **“Ohio Settlement Class”** means 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.

1.31 **“Ohio Settlement Class Representative”** means Plaintiff Karen Evans.

1.32 **“Ohio Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Forty-One Thousand Six Hundred Fifty Dollars and Zero Cents (\$41,650.00). This amount shall be deposited in an Escrow Account by Seamless no later than thirty (30) days after Final Approval. From this Ohio Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Ohio Settlement Class, (ii) a

proportional amount of the Settlement Administration Expenses, (iii) any service award to the Ohio Settlement Class Representative, and (iv) any Fee Award. The Ohio Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Seamless into the Ohio Settlement Fund, or any interest earned thereon, revert to Seamless or any other Released Party, except as set forth in Paragraph 9.4.

1.33 **“Plaintiffs”** means, collectively, Carla Plowman, Doug Spindler, Reid Cooper, Karen Evans, and Michael Naessens.

1.34 **“Preliminary Approval”** means the order preliminarily approving the Settlement Agreement, appointing Class Counsel, certifying or finding the Settlement Class is likely to be certified for purposes of entering the Final Approval Order, and approving the form and method of distributing the Notice.

1.35 **“Released Claims”** means any and all past and present claims or causes of action, whether known or unknown, including Unknown Claims, arising from or in connection with any alleged use of an individual’s identity, persona, name, image, likeness, or personal information to advertise, promote, or in connection with an offer for sale of any products or services on Seamless.ai, including any claims alleging the violation of any right of publicity laws in California, Illinois, Indiana, Ohio, or Nevada.

1.36 **“Released Parties”** means Seamless and each of its respective parents, subsidiaries, predecessors, successors, insurers, reinsurers, assigns, affiliates, attorneys, agents, representatives, current employees, former employees, directors, shareholders, officers, trustees, and administrators.

1.37 **“Releasing Parties”** means Plaintiffs and each Settlement Class Member and their

respective present or past heirs, executors, estates, administrators, assigns, and agents.

1.38 **“Settlement Administration Expenses”** means the expenses incurred by or on behalf of the Settlement Administrator in administering the Settlement Agreement, including expenses relating to providing Notice, processing Claim Forms, disbursing payments and mailing checks for settlement payments, and paying related tax expenses, escrow agent fees, and other such related expenses, with all such expenses to be proportionally paid from each State-Specific Settlement Fund, and Settlement Administration Expenses incurred on behalf of only one State-Specific Settlement Fund shall be paid only from that respective State-Specific Settlement Fund.

1.39 **“Settlement Administrator”** means, subject to Court approval, EisnerAmper LLP, which will provide the Notice, create and maintain the Settlement Website, receive and process Claim Forms, send settlement payments to Settlement Class Members who submit Approved Claims, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

1.40 **“Settlement Classes”** means collectively the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, and the Nevada Settlement Class.

1.41 **“Settlement Class Member”** means a person who falls within the definition of one of the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, or the Nevada Settlement Class, and who has not submitted a valid request for exclusion.

1.42 **“Settlement Website”** means the website to be created, launched, and maintained by the Settlement Administrator, which allows for the electronic submission of Claim Forms and provides access to relevant case documents, including the Notice and information about the

submission of Claim Forms.

1.43 **“State-Specific Settlement Funds”** means each of the California Settlement Fund, the Illinois Settlement Fund, the Indiana Settlement Fund, the Ohio Settlement Fund, and the Nevada Settlement Fund.

1.44 **“Unknown Claims”** means claims that could have been raised in the Action or the Additional Litigation and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph.

## **2. SETTLEMENT RELIEF.**

## **2.1. Settlement Payments to Settlement Class Members.**

(a) Seamless agrees to pay the Settlement Class Members the total sum of One Million, One Hundred Twenty-Five Thousand Dollars and Zero Cents (“\$1,125,000.00”), funded in the amounts and manner set forth for each respective state settlement fund in Paragraphs 1.5 (California Settlement Fund), 1.20 (Illinois Settlement Fund), 1.23 (Indiana Settlement Fund), 1.26 (Nevada Settlement Fund), and 1.32 (Ohio Settlement Fund). Once Seamless and/or its insurer makes the settlement payment, Seamless shall have no further payment obligation to the Settlement Class Members

(b) Settlement Class Members shall have until the Claims Deadline to submit a Claim Form. The Settlement Administrator shall have sole and final authority to determine if a Claim Form is an Approved Claim. 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.

(c) Within twenty-eight (28) days of the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send settlement payments from the State-Specific Settlement Funds to Settlement Class Members with Approved Claims by electronic deposit or by check via First Class U.S. Mail to the address provided on the Claim Form, as elected by the Settlement Class Member with an Approved Claim.

(d) Each payment issued to a Settlement Class Member by check will state on the face of the check that it will become null and void unless cashed within one hundred and eighty (180) calendar days after the date of issuance.



(e) In the event that an electronic deposit to a Settlement Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Settlement Class Member within twenty-eight (28) days thereafter to correct the problem.

(f) To the extent that a check issued to an Settlement Class Member is not cashed within one hundred and eighty (180) days after the date of issuance or an electronic deposit is unable to be processed within one hundred and eighty (180) days of the first attempt, such funds shall revert to the respective State-Specific Settlement Fund to be distributed *pro rata* to Settlement Class Members with Approved Claims if practicable, or in a manner as otherwise directed by the Court upon application made by Class Counsel.

## **2.2. Injunctive Relief.**

(a) Seamless 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.

(b) Seamless shall implement the changes to its website(s) required by subsection (a) within thirty (30) days after the entry of the Final Approval Order.

(c) In the event Plaintiffs' counsel believes that Seamless has failed to satisfy its obligations under (a) or (b), Class Counsel shall provide notice to Seamless and five (5) business days to cure.

### **3. RELEASE.**

Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims.

### **4. NOTICE TO THE SETTLEMENT CLASSES.**

4.1. **Settlement Class List.** Seamless, to the extent available, shall provide the Settlement Administrator a list of all names, email addresses, and U.S. mail addresses in its possession of all persons known to be in the Settlement Classes (the “Settlement Class List”) as soon as practicable, but no later than twenty-eight (28) days after the execution of this Agreement. The Settlement Administrator shall keep the Settlement Class List and all personal information obtained therefrom, including the identity and addresses of all persons, strictly confidential. The Settlement Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual class members of their rights, obtaining email and mailing addresses for providing Notice and settlement payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice.

4.2. The Notice shall consist of the following:

(a) *Direct Notice via Email.* No later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit D, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is contained in the Settlement Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable, correct any issues that may have caused the “bounce-back” to occur and make

a second attempt to re-send the email notice.

(b) *Direct Notice via U.S. Mail.* No later than the Notice date, the Settlement Administrator shall send Notice in the form of Exhibit B, based on the Settlement Class to which such person belongs. Prior to sending Notice via U.S. Mail, the Settlement Administrator shall take reasonable steps to identify and/or update Settlement Class Members' U.S. Mail addresses, including updating any addresses on the Class List through the National Change of Address database, performing a "skip trace" to attempt to identify addresses missing from the Class List, and utilizing other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class Members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings.

(c) *Reminder Notice.* Thirty (30) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email along with an electronic link to the Claim Form to all Settlement Class Members who have not yet submitted a Claim Form and for whom a valid email address is available in the Settlement Class List and no "bounce-back" was received. The reminder emails shall be substantially in the form of Exhibit E, with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice. If the number of Claim Forms submitted by Settlement Class Members does not equal at least ten percent (10%) of each respective class, then the Settlement Administrator shall send a final reminder notice two (2) days before the Claims Deadline substantially in the form of Exhibit E, with minor, non-material modifications to indicate that it is a final notice.

(d) *Settlement Website.* Within seven (7) days after Preliminary Approval,

Notice shall be provided on the Settlement Website. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.

(e) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after this Agreement is filed with the Court, Seamless shall cause to be served upon the Attorney General of the United States and all appropriate State officials notice of the proposed settlement as required by law. Seamless shall certify compliance to Class Counsel, who then will file a certification with the Court demonstrating compliance with this provision.

4.3. The Notice shall also advise Settlement Class Members of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection files notice of his or her intention to do so and at the same time: (a) files copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) files copies of such papers through the Court's electronic filing system if the objection is from a Settlement Class Member represented by counsel, and (c) sends copies of such papers via email, mail, hand, or overnight delivery service to the Settlement Administrator.

4.4. **Right to Object.** Any Settlement Class Member who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector, and 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). All written objections must be (i) filed with the Court, or (ii) postmarked, emailed, or delivered to the Settlement Administrator, no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or in any other action or proceeding.

**4.5. Right to Request Exclusion.** Any Settlement Class Member may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion 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 her/his counsel. The Settlement Administrator shall create a dedicated email address to receive exclusion requests electronically. 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*.” A request for exclusion that does not include all of the foregoing information, that is sent to an address or email address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain a Settlement Class Member and shall be bound by this Settlement Agreement, if approved. Any person who elects to request exclusion from a Settlement Class 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, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order or Alternative Approval Order. No person may request to be excluded from a Settlement Class through “mass” or “class” opt-outs, meaning that each individual who seeks to opt out must send an individual, separate request to the Settlement Administrator that complies with all requirements of this paragraph. Each opt-out shall not incorporate other Settlement Class Members by list, case name, description of a putative class, or other categories. The Parties agree

that if the total number of opt-outs of any Settlement Class exceeds five percent (5%) of the Settlement Class Members for that specific Settlement Class, Seamless shall have the right to terminate this Agreement.

## **5. SETTLEMENT ADMINISTRATION.**

5.1. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost-effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Seamless's Counsel upon request. The Settlement Administrator shall also provide reports, declarations, and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Seamless's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the State-Specific Settlement Funds paid on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

- (a) Send Notice to the Settlement Classes;
- (b) receive exclusion forms and other requests from Settlement Class Members and promptly provide a copy of such requests to Class Counsel and Seamless's Counsel upon receipt. If the Settlement Administrator receives any exclusion forms or other requests from the Settlement Class after the Objection/Exclusion Deadline, the Settlement

Administrator shall promptly provide copies thereof to Class Counsel and Seamless's Counsel;

(c) provide weekly reports to Class Counsel and Seamless's Counsel, including, without limitation, reports regarding the number of Claim Forms received, the current number approved by the Settlement Administrator at that time from each of the Settlement Classes, and the number of opt-outs received;

(d) make available for inspection by Class Counsel or Seamless's Counsel the Claim Forms, any documentation submitted in support thereof, and any correspondence received by the Settlement Administrator at any time upon reasonable notice;

(e) pay all Approved Claims according to the terms of this Settlement Agreement;

(f) make all tax filings related to the Escrow Accounts, including making any required "information returns" as that term is used in 26 U.S.C. § 1, *et seq.* Neither Class Counsel nor Seamless makes any representations regarding the tax treatment of the Escrow Account, State-Specific Settlement Funds or any portion thereof; and

(g) accept correspondence and telephone calls and respond to questions about the Settlement from Settlement Class Members.

5.2. The Settlement Administrator shall employ reasonable procedures to screen claims for abuse or fraud. The Settlement Administrator, after consultation with Class Counsel, shall reject Claim Forms where there is evidence of abuse or fraud.

5.3. The Settlement Administrator shall reject any Claim Form that does not contain all requested information. The Settlement Administrator shall provide the individual with an



opportunity to cure any deficient Claim Form within twenty-one (21) days after notice to such individual. If the individual fails to cure within the required time, the claim shall be rejected.

5.4. In the exercise of their duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

## **6. TERMINATION OF SETTLEMENT, CONFIRMATORY DISCOVERY, AND POTENTIAL UPWARD ADJUSTMENT OF STATE-SPECIFIC SETTLEMENT FUNDS.**

6.1. **Termination.** Subject to Paragraph 9 below, the Class Representatives (on behalf of any Settlement Class) or Seamless shall have the right to terminate this Settlement Agreement by providing written notice of the election to do so to all other Parties within ten (10) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Approval Order in any material respect; (iv) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Approval Order, as defined in Paragraph 9.1(d) of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2. **Confirmatory Discovery.** The sizes of the Settlement Classes have been subjected to confirmatory discovery. Seamless used the same query methodology that it used to create the class size estimates in Illinois and California to identify membership in the final Settlement Classes, applied across the time periods in the respective definitions of each of the Settlement Classes. Seamless stated the query methodology in the confirmatory discovery.

## **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

7.1. **Preliminary Approval.** Following the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its exhibits to the Court and shall move the Court for entry of Preliminary Approval of the settlement set forth in this Agreement, which shall include, among other provisions, a request that the Court:

- (a) appoint Class Counsel and the Class Representatives;
- (b) certify the Settlement Classes for settlement purposes only and/or find that the Settlement Classes are likely to be certified for purposes of entering the Final Approval Order under 735 ILCS 5/2-801;
- (c) preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Class Members;
- (d) approve the form and contents of the Notice, the Claim Form, as well as the method of dissemination;
- (e) schedule a Final Approval Hearing to review any comments and/or objections regarding this Agreement; to consider its fairness, reasonableness, and adequacy; to consider the application for an award of attorneys' fees, service awards to the Class Representatives, and reimbursement of expenses; and to consider whether the Court shall issue a Final Approval Order approving this Agreement, confirming the certification of the Settlement Classes, and dismissing the Action with prejudice.

7.2. **Final Approval.** After Notice is given, and at least fourteen (14) days before the Final Approval Hearing, Class Counsel shall move the Court for a Final Approval Order, which shall include, among other provisions, a request that the Court:

- (a) approve the Settlement Agreement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members;

(b) direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and conditions;

(c) find that the Notice implemented pursuant to the Settlement Agreement: (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Settlement and their rights to object to or in the case of Settlement Class Members to exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of Illinois law, the Due Process Clause of the United States Constitution, and the rules of the Court;

(d) finally certify or confirm certification of the Settlement Classes under 735 ILCS 5/2-801 and 735 ILCS 5/2-802, finding that the Class Representatives and Class Counsel adequately represented the Settlement Classes for purposes of entering into and implementing the Agreement;

(e) dismiss this Action on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

(f) incorporate the Release set forth above in Paragraph 3.1, make the Release effective as of the date of the Final Approval Order, and forever discharge the Released Parties as set forth herein;

(g) authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) that shall be

consistent in all material respects with the Final Approval Order; and

(h) without affecting the finality of the Final Approval Order, stating that the Parties will submit to the jurisdiction of the Court as to all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Approval Order.

7.3. **Cooperation.** The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

## **8. CLASS COUNSEL'S ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES AND SERVICE AWARD.**

8.1 Seamless agrees that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred as the Fee Award from the State-Specific Settlement Funds. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Seamless, to limit their request for attorneys' fees and unreimbursed costs to a thirty-five percent (35%) of each State-Specific Settlement Fund, after proportional Settlement Administration Expenses and service awards are deducted from each. Should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the State-Specific Settlement Funds and be distributed to class members as settlement payments.

8.2 The Fee Award shall be payable within seven (7) days of the Effective Date to Class Counsel by the Settlement Administrator from the Settlement Funds. If for any reason the Final Approval Order is reversed or rendered void as a result of an appeal(s), then any persons or firms who shall have received such funds shall be jointly and severally liable for payments made pursuant to this subparagraph, and shall return such funds to the Settlement Fund.

8.3 In addition to any payment to which they may be entitled under this Agreement, and in recognition of the time and effort they expended on behalf of the Settlement Classes, the Parties agree that, subject to the Court's approval, Plaintiffs shall each be entitled to a service award as follows: five thousand dollars (\$5,000) to the California Settlement Class Representative; two-thousand five hundred dollars (\$2,500) to the Illinois Settlement Class Representative; two-thousand five hundred dollars (\$2,500) to the Indiana Settlement Class Representative; two-thousand five hundred dollars (\$2,500) to the Ohio Settlement Class Representative; and two-thousand five hundred dollars (\$2,500) to the Nevada Settlement Class Representative. Each service award, as determined by the Court, shall be paid from their respective State-Specific Settlement Fund within seven (7) days after the Effective Date. Payment of the service awards shall be made via check made out to each Class Representative, sent in care of Class Counsel.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.**

9.1. The Effective Date of this Settlement Agreement shall not occur unless and until each and every one of the following events occurs:

- (a) this Agreement has been signed by the Parties and Class Counsel;
- (b) the Court has entered an order granting Preliminary Approval of the Agreement;
- (c) the Court has entered a Final Approval Order finally approving the Agreement, or a judgment substantially consistent with this Settlement Agreement that has become final and unappealable, following Notice and a Final Approval Hearing, as provided under Illinois law; and

(d) in the event that the Court enters an approval order and final judgment in a form other than that provided above (“Alternative Approval Order”) to which the Parties have consented, that Alternative Approval Order has become final and unappealable.

9.2. If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Settlement Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 9.3, unless Class Counsel and Seamless’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the service award to the Class Representatives, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3. If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1, 9.1, or 9.2, the Parties shall be restored to their respective positions in the Action as of the date this Agreement is fully executed. In such event, any Final Approval Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, as if this Agreement had never been entered into.

9.4. In the event the Settlement is terminated or fails to become effective for any reason, the Settlement Fund, together with any earnings thereon at the same rate as earned, less any taxes paid or due, and less Settlement Administrative Expenses actually incurred and paid or payable from the Settlement Fund, shall be returned to Seamless within thirty (30) calendar days after

written notification of such event, in accordance with instructions provided by Seamless's Counsel to the Settlement Administrator.

## **10. MISCELLANEOUS PROVISIONS.**

10.1. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Seamless's Counsel agree to cooperate with one another in seeking entry of Preliminary Approval and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.2. Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery, and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid, and binding obligation.

10.3. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action were brought by Plaintiffs or defended by Seamless, or each or any of them, in bad faith or without a

reasonable basis.

10.4. The Parties have relied upon the advice and representation of their respective counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

10.5. Whether the Effective Date occurs or this Settlement Agreement is terminated, neither this Settlement Agreement nor the terms contained herein, nor any court order, communication, act performed, or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

(a) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them as an admission, concession, or evidence of the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of any of the State-Specific Settlement Funds or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered, or received against Seamless as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered, or received against Plaintiffs or the Settlement Classes, or each or any of them as an admission, concession, or evidence of the infirmity or strength of any claims asserted in the Action, the truth or falsity of any



fact alleged by Seamless, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

(d) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

(e) is, may be deemed, or shall be construed against Plaintiffs and the Settlement Classes, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial; and

(f) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs and the Settlement Classes, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims

are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.6. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.7. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.8. All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.9. This Agreement and its exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.10. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action or related cases mentioned herein.

10.11. Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

10.12. Each counsel or other person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and

represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

10.13. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.14. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.15. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

10.16. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one party than another.

10.17. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

**If to Class Counsel:**

Raina Borrelli  
raina@straussborrelli.com  
Strauss Borrelli PLLC  
980 N. Michigan Ave, Suite 1610  
Chicago, Illinois 60611

**If to Seamless's Counsel:**

Melissa Siebert  
[msiebert@cozen.com](mailto:msiebert@cozen.com)  
Cozen O'Connor  
123 N. Wacker Dr., Suite 1800  
Chicago, Illinois 60606

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]



IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

**Doug Spindler**, individually and on behalf of the  
California Settlement Class,

Dated: 09 / 16 / 2025

By: *Douglas Spindler*

**Carla Plowman**, individually and on behalf of the  
Illinois Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Reid Cooper**, individually and on behalf of the Indiana  
Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Karen Evans**, individually and on behalf of the Ohio  
Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Michael Naessens**, individually and on behalf of the  
Nevada Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**  
Attorneys for Plaintiffs

Dated: 09 / 19 / 2025

By: *Raina Borrelli*

**MORGAN & MORGAN**  
Attorneys for Plaintiffs

Dated: 09 / 19 / 2025

By: *M Ram*

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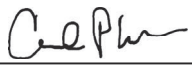
**Doug Spindler**, individually and on behalf of the California Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Carla Plowman**, individually and on behalf of the Illinois Settlement Class,

Dated: 09 / 15 / 2025

By: 

**Reid Cooper**, individually and on behalf of the Indiana Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Karen Evans**, individually and on behalf of the Ohio Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Michael Naessens**, individually and on behalf of the Nevada Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**MORGAN & MORGAN**  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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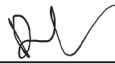
**Carla Plowman**, individually and on behalf of the  
Illinois Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Reid Cooper**, individually and on behalf of the Indiana  
Settlement Class,

Dated: 09 / 19 / 2025

By: \_\_\_\_\_ 

**Karen Evans**, individually and on behalf of the Ohio  
Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Michael Naessens**, individually and on behalf of the  
Nevada Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**MORGAN & MORGAN**  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Karen Evans**, individually and on behalf of the Ohio  
Settlement Class,

Dated: 09 / 15 / 2025

By: 

**Michael Naessens**, individually and on behalf of the  
Nevada Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**MORGAN & MORGAN**  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

By: \_\_\_\_\_



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By: \_\_\_\_\_

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Karen Evans**, individually and on behalf of the Ohio  
Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Michael Naessens**, individually and on behalf of the  
Nevada Settlement Class,

Dated: 09 / 17 / 2025

By: 

**STRAUSS BORRELLI PLLC**  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**MORGAN & MORGAN**  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: 9/29/2025

SEAMLESS CONTACTS, INC.

By: 

DocuSigned by:

Danielle Demming

E0DEAF813184DB...

  
COO  
Its:

Dated: 9/29/2025

COZEN O’CONNOR  
Attorneys for Defendant

By: 

Signed by:

Melissa Siebert

FA7DE1AC01F64EA...

Dated:

ICE MILLER LLP  
Attorneys for Defendant

By: 

Signed by:

Alicia Lasley

04682B38873243B...

# — EXHIBIT A —

Seamless Settlement Administrator  
PO Box XXXX  
Baton Rouge, LA, 70821

Your Claim Form Must Be Submitted  
On or Before [Claims Deadline]

**Plowman et al. v. Seamless Contacts, Inc.**  
In the Circuit Court of DuPage County, Illinois (Case No. 2025CH000163)

**Claim Form**

This Claim Form must be submitted by mail and postmarked on or before [INSERT DEADLINE] if you are a person who falls within the definition of the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, or the Nevada Settlement Class, and who has not submitted a valid request for exclusion. If you submit your claim online, at [Settlement Website], you do not need to mail in this Claim Form. You must complete this Claim Form to be eligible for compensation under the Settlement. Class Members who **submit a valid Claim Form by [Month DD, 202Y]** are entitled to compensation.

Each timely, valid claimant will receive 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. Payments will be made after the Court grants "final approval" to the Settlement, and after any appeals are resolved. Even if the Court approves the Settlement, there may be appeals. It is always uncertain when these appeals will be resolved, and resolving them can take time. Please be patient.

The settlement notice describes your legal rights and options. Please visit the official Settlement Website, [Settlement Website], or call [Toll-Free Number] for more information.

**TO SUBMIT A CLAIM FOR PAYMENT BY MAIL:**

- 1. Complete all sections of this Claim Form
- 2. Sign the Claim Form.
- 3. Submit the completed Claim Form to the Settlement Administrator so that it is postmarked by [Claims Deadline].

This Claim Form should only be used if a Claim is being mailed and is not being filed online. You may go to [Settlement Website] to submit your Claim online, or you may submit this Claim Form by mail to the address at the top of this form.

**Payment will be mailed in the form of a check to the address you provide below. If you would like to receive a payment electronically (e.g., via Venmo, PayPal, Zelle, or ACH), you must submit a Claim Form online at [Settlement Website].**

**1. CLASS MEMBER INFORMATION**

First Name\*

Middle Initial

Last Name\*

Suffix

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)\*

City\*

State\*

Zip Code\*

Current Email Address\*

Current Phone Number

Settlement Claim ID\*

Your Settlement Claim ID is printed on the notice you received in the mail or by Email. If you no longer have your notice, contact the Settlement Administrator at [Toll Free Number].

2. **SIGN AND DATE YOUR CLAIM FORM**

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Settlement Administrator to provide supplemental information before my claim will be considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

3. **REMINDER CHECKLIST**

- 1. Keep copies of the completed Claim Form and documentation for your own records.
- 2. If your address changes or you need to make a correction to the address on this claim form, please visit the Settlement Website at [Settlement Website] and complete the Update Contact Information form or send written notification of your new address to the Settlement Administrator at the address listed at the top of this form. Make sure to include your Settlement Claim ID and your phone number in case the Settlement Administrator needs to contact you in order to complete your request.
- 3. For more information, please visit the Settlement Website at [Settlement Website] or call the Settlement Administrator at [Toll Free Number]. Please do not call the Court or the Clerk of the Court.

# — EXHIBIT B —

NOTICE OF CLASS ACTION SETTLEMENT

Plowman et al. v. Seamless Contacts, Inc., No. 2025CH000163 (Circuit Court of DuPage County, Illinois)

If you are not a Seamless.ai customer but your personal data was saved to the MyContacts list of Seamless.ai, you may be entitled to a cash payment from a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer. You are not being sued.

A settlement has been reached in a class action lawsuit concerning Seamless Contacts, Inc. (“Seamless”) alleging that Seamless advertises subscriptions to salespeople and marketers by publicly displaying profiles of individuals.

**What is this Lawsuit About?** Plaintiffs allege that they did not consent to Seamless using their professional/business information to promote Seamless subscriptions. Nor did they consent to Seamless selling access to their personal information as part of its subscription products. Seamless denies that it displays non-business information, denies using profiles to promote subscriptions, and denies selling any information.

Visit [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call XXX-XXX-XXXX for more information.

Seamless Contacts Settlement Administrator  
P.O. Box XXX  
Baton Rouge, LA 70821

PRESORTED  
FIRST CLASS  
U.S. POSTAGE  
**PAID**

ELECTRONIC SERVICE REQUESTED

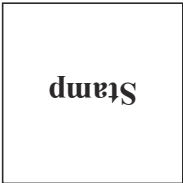
SETTLEMENT CLAIM ID [ID]  
[FIRST NAME] [LAST NAME]  
[ADDRESS]  
[ADDRESS]  
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

FE40

Seamless Contacts Settlement Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821



1-XXX-XXX-XXXX  
www.XXXXXXXXXXXXX.com

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Notice, and Settlement Agreement, are available at [SettlementWebsite.com], or by calling toll free [Toll Free Number].

At the Final Approval Hearing, the Court will review any comments and/or objections regarding this Agreement; consider its fairness, reasonableness, and adequacy; consider the application for an award of attorneys' fees and unreimbursed costs of up to 35% of the Settlement Fund, service awards to the Class Representatives, and reimbursement of expenses; and consider whether the Court shall issue a Final Approval Order approving this Agreement, confirm the certification of the Settlement Classes, and dismiss the Action with prejudice.

The Final Approval Hearing? The Court will hold a Final Approval Hearing on [Final Approval Hearing Date/Time], at the [Final Approval Location].

Your Other Options? If you do nothing, you will remain in the class, you will not be eligible for a cash payment, and you will be bound by the decisions of the Court and give up your rights to sue Seamless for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by [Exclusion Deadline]. If you stay in the Settlement, you may object to it by [Objection Deadline]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the [Settlement Website] or call [Toll-Free Number] for a copy of the more detailed notice.

How To Get A Cash Payment? The only way to receive a payment is to file a Claim Form either online or by mail. To file your claim online, or to get a paper Claim Form, visit the website at [Settlement Website] or call [Toll-Free Number]. To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online, on or before [Claims Deadline].

Detailed information about the [State] Settlement Fund is provided in the Settlement Agreement, available at [Settlement Website].

Form are eligible to receive a *pro rata* payment from the [State] Settlement Fund. The [State] Settlement Fund is a non-reversionary cash settlement fund that shall be established by Seamless in the total amount of [State Settlement Fund].

What Can [State] Settlement Class Members Receive? [State] Settlement Class Members who file a valid and timely Claim Form are eligible to receive a *pro rata* payment from the [State] Settlement Fund. The [State] Settlement Fund is a non-reversionary cash settlement fund that shall be established by Seamless in the total amount of [State Settlement Fund].

October 2, 2024.

MyContacts list of a free customer of seamless at who subsequently became a paid customer of seamless at from April 1, 2021 to Class are all individuals with a [State] contact address who: (1) are not customers of seamless at and (2) have been saved to the [State] Settlement Class.

Who is Included? Seamless's records indicate that you are a [State] Settlement Class Member. Included in the [State] Settlement Class are all individuals with a [State] contact address who: (1) are not customers of seamless at and (2) have been saved to the [State] Settlement Class list of a free customer of seamless at who subsequently became a paid customer of seamless at from April 1, 2021 to October 2, 2024.

**POSTCARD CLAIM FORM**

Settlement Claim ID: [claim Id]

This Claim Form must be submitted by mail and postmarked on or before [INSERT DEADLINE] if you are a person who falls within the definition of the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, or the Nevada Settlement Class, and who has not submitted a valid request for exclusion. If you submit your claim online, at [Settlement Website], you do not need to mail in this Claim Form.

You must complete this Claim Form to be eligible for compensation under the Settlement. Class Members who **submit a valid Claim Form by [Month DD, 202Y]** are entitled to compensation.

This Claim Form should only be used if a Claim is being mailed and is not being filed online. You may go to [Settlement Website] to submit your Claim online, or you may submit this Claim Form by mail to the address at the top of this form.

**Payment will be mailed in the form of a check to the address you provide below. If you would like to receive a payment electronically (e.g., via Venmo, PayPal, Zelle, or ACH), you must submit a Claim Form online at [Settlement Website].**

**Contact Information**  
(Please fill in completely.)

Full Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SIGN AND DATE YOUR CLAIM FORM**

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Settlement Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_ Print Name: \_\_\_\_\_

The deadline to submit this form is **Month DD, 2025**. Questions? Call 1-XXX-XXX-X or visit [www.XXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXX.com)

QR Code



# — EXHIBIT C —

NOTICE OF CLASS ACTION SETTLEMENT

In the Circuit Court of DuPage County, Illinois  
*Plowman et al. v. Seamless Contacts, Inc.*  
Case No. 2025CH000163

If you are not a Seamless.ai customer but your personal data was saved to the MyContacts list of Seamless.ai, you may be entitled to a cash payment from a class action settlement.

This Notice May Affect Your Rights  
Please Read it Carefully

The Court authorized this notice.  
This is not a solicitation from a lawyer.

THIS NOTICE CONCERNS YOUR LEGAL RIGHTS, WHICH ARE AFFECTED WHETHER YOU ACT OR DON'T. PLEASE READ IT CAREFULLY.

Summary of Your Legal Rights & Options	
Submit a Claim Form	This is the only way to get a monetary payment. Claim Forms must be submitted either online at the Settlement Website, [Settlement Website], or by mail to the following address: Seamless Settlement Administrator, P.O. Box XXX, Baton Rouge, LA 70821. Claims must be submitted or postmarked by [Claims Deadline]
Ask to be Excluded	<b>Get out of this lawsuit. Get no benefits from it. Keep your rights.</b> If you ask to be excluded, you will not be bound by what the Court does in this case and will keep any right you might have to sue Seamless Contacts, Inc. separately about the same legal claims in this lawsuit. If there is a recovery in this case, including under the proposed Settlement, you will not share in that recovery. You must request to be excluded by [Exclusion Deadline]
Object	<b>Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.</b> You may file a written objection no later than [Objection Deadline], and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate.
Do Nothing	<b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b> By doing nothing, you will get no cash payment and give up any right you may have to sue Seamless Contacts, Inc. separately about the same legal claims in this lawsuit because you will be bound by the Settlement and the Final Judgment.

Questions? Go to [Settlement Website] or call [Telephone Number].  
This Settlement affects your legal rights even if you do nothing.

These rights and options, along with the deadlines to exercise them, are explained in this notice. This notice also summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [Settlement Website], or by contacting the Settlement Administrator at [Toll-Free Number] or [Email Address]

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

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Questions? Go to [Settlement Website] or call [Telephone Number].  
This Settlement affects your legal rights even if you do nothing.

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**Basic Information**

**1. Why is there a Notice?**

If you are receiving this Notice, you have the right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the Circuit Court of DuPage County, Illinois (the “Court”). The case is known as *Plowman et al. v. Seamless Contacts, Inc.*, Case No. 2025CH000163 (the “Action”). The individuals who sued are called the Plaintiffs or Class Representatives. Specifically, the Plaintiffs are Carla Plowman, Doug Spindler, Reid Cooper, Karen Evans, and Michael Naessens. The company they sued, Seamless, is called the Defendant in the litigation.

**2. What is this lawsuit about?**

Seamless operates a real-time search engine that displays publicly available professional/business information about individuals to customers with free and paid accounts. Seamless advertises its services primarily to salespeople and marketers.

In their lawsuit, Plaintiffs allege that they did not consent to Seamless using their professional/business information to promote Seamless subscriptions. Nor did they consent to Seamless selling access to their personal information as part of its subscription products. Seamless denies that it displays non-business information, denies using profiles to promote subscriptions, and denies selling any information.

More information about Plaintiffs’ Complaint and Seamless’s defenses can be found in the “Court Documents” section of the settlement website at [insert website].

**3. Why is this a class action?**

In a class action, one or more people called Class Representatives (in this case, Carla Plowman, Doug Spindler, Reid Cooper, Karen Evans, and Michael Naessens) bring a single lawsuit on behalf of people who have similar claims, all of whom are a “Class,” or “Class Members.” Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of class members that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the Class.

Questions? Go to [Settlement Website] or call [Telephone Number].  
This Settlement affects your legal rights even if you do nothing.

#### 4. Why is there a Settlement?

Seamless denies that it did anything wrong. The parties have agreed to a Settlement, which will allow both sides to avoid the risk and cost of further litigation. The Court has not decided in favor of the Class Representatives or Seamless.

#### Who is in the Settlement?

#### 5. How do I know if I am part of the Settlement?

If you received a notice, Seamless's records indicate that you are a Settlement Class Member.

All individuals with contact addresses in California, Illinois, Indiana, Nevada, and Ohio who were not customers of Seamless.ai, but who were saved to the MyContacts list of someone who had a free account with Seamless.ai and later became a paid customer of Seamless.ai between April 1, 2021 to October 2, 2024, are Settlement Class Members.

More specifically, there are five Settlement Classes that are defined as:

**California Settlement Class:** 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.

**Illinois Settlement Class:** 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.

**Indiana Settlement Class:** 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.

**Nevada Settlement Class:** 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.

**Ohio Settlement Class:** 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.

#### 6. What if I am still not sure if I am included in the Settlement?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, you should visit the Settlement Website, [Settlement Website], or call the Settlement Administrator toll-free at [Toll-Free Number]. Please do not call the Court or the Clerk of Court.

Questions? Go to [Settlement Website] or call [Telephone Number].

This Settlement affects your legal rights even if you do nothing.

## What are the Terms of the Settlement?

### 7. What types of relief does the Settlement provide?

The Settlement provides both monetary damages and injunctive relief to all Class Members. Class Members who make valid claims will be entitled to monetary compensation.

### 8. What is the Settlement Fund?

As part of the Settlement, Seamless has agreed to establish a \$1,125,000.00 “Settlement Fund” to pay all Settlement expenses, including Administration Expenses, attorneys’ fees and costs (the “Fee Award”), Service Awards for the Class Representatives, and payments for Class Members who submit valid approved claims. Further details about the Settlement Fund can be found in the Settlement Agreement.

The Settlement Fund will be allocated into five State-Specific Settlement Funds:

**California Settlement Fund** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Seven Hundred Seventy Thousand Seven Hundred Nine Dollars and Zero Cents (\$770,709.00).

**Illinois Settlement Fund** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Two Hundred Eighteen Thousand Five Hundred Twelve Dollars and Zero Cents (\$218,512.00).

**Indiana Settlement Fund** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Ninety-One Thousand Six Hundred Seventy-Two Dollars and Zero Cents (\$91,672.00).

**Nevada Settlement Fund** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Two Thousand Four Hundred Fifty-Seven Dollars and Zero Cents (\$2,457.00).

**Ohio Settlement Fund** means the non-reversionary cash settlement fund that shall be established by Seamless in the total amount of Forty-One Thousand Six Hundred Fifty Dollars and Zero Cents (\$41,650.00).

### 9. What can I get from the Settlement?

Class Members who timely submit a valid approved claim are entitled to compensation. Each timely, valid claimant will receive 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. The amount of the settlement payment will depend on the number of valid claims submitted to the Settlement Administrator.

### 10. What am I giving up to get a payment?

If you are a Class Member, unless you exclude yourself from the Settlement, you cannot sue Seamless, continue to sue, or be part of any other lawsuit against Seamless for claims released in

Questions? Go to [Settlement Website] or call [Telephone Number].

This Settlement affects your legal rights even if you do nothing.

this Settlement. It also means that all decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up (or “release”) if you stay in the Settlement. The Settlement Agreement is available on the Settlement Website, [Settlement Website].

### 11. How do I make a claim?

Class Members wishing to make a claim must either (a) visit the Settlement Website, [Settlement Website], and submit a claim form online, or (b) print, fill out, and mail the claim form to the Settlement Administrator at the following address: Seamless Settlement Administrator, P.O. Box XXX, Baton Rouge, LA 70821. **The deadline for submitting a claim is [Claims Deadline].** If you choose to mail the claim form, it must be postmarked before or on this date.

### 12. When will I get my payment?

Payments will be made to Class Members who submit valid and timely Claim Forms after the Court grants “final approval” to the Settlement, and after any appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain when these appeals will be resolved, and resolving them can take time. Please be patient.

### 13. What injunctive relief does the Settlement provide?

Seamless will ensure the opt-out process is easy to use by making the opt-out more visible on the Seamless website, making the process more user-friendly (e.g., no requirement to create an account to opt out), and ensuring opt-out requests are honored indefinitely.

## Excluding Yourself from the Settlement

### 14. How do I get out of the Settlement?

If you do not want to be bound by this Settlement, you must request to be excluded from the Class. If you request to be excluded, you will retain any individual rights you have against Seamless and will not have “released” it from any of the Released Claims. However, you will *not* be eligible to receive compensation under the Settlement, as described above. You also may not object to the Settlement if you request to be excluded.

To exclude yourself (or “opt-out”) from the Settlement, you must submit a written exclusion.

The exclusion must contain a statement to the effect that “I hereby request to be excluded from the settlement in *Plowman et al. v. Seamless Contacts, Inc.*, Case No. 2025CH000163.

Specifically, the exclusions must:

- a) be in writing;
- b) identify the case name *Plowman et al. v. Seamless Contacts, Inc.*, Case No. 2025CH000163;

Questions? Go to [Settlement Website] or call [Telephone Number].  
This Settlement affects your legal rights even if you do nothing.



- 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) provide all grounds for the request to be excluded, with factual and legal support for the stated request, including any supporting materials;
- f) identify 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 emailed to the Settlement Administrator on or before **[Exclusion Deadline]**.

If you have retained your own attorney, you must also provide the name, email, and telephone number of your attorney.

**To be timely, an Exclusion (Opt-Out) request must postmarked, or emailed, on or before [Exclusion Deadline].**

Seamless Settlement Administrator  
P.O. Box XXX  
Baton Rouge, LA 70821  
email@settlementwebsite.com

#### **15. If I don't exclude myself, can I sue Seamless for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Seamless for the claims that this Settlement resolves (i.e., those claims defined in the Settlement Agreement as the "Released Claims"). If you have a pending lawsuit against Seamless regarding similar claims, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

#### **16. If I exclude myself, can I still get a Settlement payment?**

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not submit a Claim Form asking for benefits.

### **Objecting to the Settlement**

#### **17. How do I tell the Court if I do not like the Settlement?**

If you are a Class Member and you do not exclude yourself from the Settlement Class, you can object to the Settlement. You must give the Court reasons why it should deny approval of the settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out, and the lawsuit will continue.

Questions? Go to [Settlement Website] or call [Telephone Number].  
This Settlement affects your legal rights even if you do nothing.



Any objection to the proposed settlement must be in writing and personally signed by the objector. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are solely responsible for hiring and paying that attorney. Additionally, if you or your attorney has objected to any class action settlement where you or your attorney asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then your objection must include a statement identifying each such case by full case caption and amount of payment received.

All written objections must include:

- a) your full name and current address;
- b) a statement that you believe you are 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 your objection applies only to you, to a specific subset of your respective class, or to the entirety of your class;
- d) the specific grounds for the objection;
- e) all documents or writings that you desires the Court to consider;
- f) the name and contact information of any and all attorneys representing, advising, or in any way assisting you 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 you intend to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice admission).

**All written objections must be (1) filed with the Court, or (2) mailed and postmarked or emailed to the Settlement Administrator, no later than the [Objection Deadline].**

Seamless Settlement Administrator  
P.O. Box XXX  
Baton Rouge, LA 70821  
email@settlementwebsite.com

In addition to filing your objection with the Court, you must send via mail, email, or delivery service, by no later than [Objection/Exclusion Deadline], copies of your objection and any supporting documents to both Class Counsel and Seamless’s lawyers at the addresses listed below:

Class Counsel:	Seamless’s Counsel:
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Questions? Go to [Settlement Website] or call [Telephone Number].  
This Settlement affects your legal rights even if you do nothing.

<p>Raina Borrelli  raina@straussborrelli.com  Strauss Borrelli PLLC  980 N. Michigan Ave, Suite 1610  Chicago, Illinois 60611</p>	<p>Melissa Siebert  msiebert@cozen.com  Cozen O'Connor  123 N. Wacker Dr., Suite 1800  Chicago, Illinois 60606</p>
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## 18. What is the difference between objecting and excluding myself?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. Therefore, if you submit both a Request for Exclusion Form and Objection, you will be deemed to have opted out of the Settlement, and thus to be ineligible to object. However, any objecting Class Member who has not timely submitted a completed Request for Exclusion Form will be bound by the terms of the Agreement in the event the Court enters a final approval of the Settlement.

### The Lawyers Representing You

## 19. Do I have a lawyer in the case?

Yes. The Court has appointed Sam J. Strauss, Raina C. Borrelli, and Brittany Resch of Strauss Borrelli PLLC and Michael F. Ram of Morgan & Morgan, P.A. as Class Counsel. The lawyers will be compensated from the Settlement Fund, in an amount to be determined by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 20. How will the lawyers be paid?

Class Counsel spent considerable time and effort prosecuting this matter on a purely contingent fee basis, and advanced the expenses of the litigation, in the expectation that they would receive a fee, and have expenses reimbursed, only if there was a benefit created for the Class. The Court will determine the amount of fees, expenses, and service awards that will be paid from the Settlement Funds.

Class Counsel will file a motion seeking an award of thirty-five percent (35%) of each State-Specific Settlement Fund, after proportional Settlement Administration Expenses and Service Awards are deducted.

Class Counsel will also seek, on behalf of the Class Representatives, Service Awards of \$5,000 to the California Settlement Class Representative and \$2,500 to the Illinois, Indiana, Ohio, and Nevada State Class Representatives.

### The Court's Final Approval Hearing

Questions? Go to [Settlement Website] or call [Telephone Number].  
This Settlement affects your legal rights even if you do nothing.

## 21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [Final Approval Hearing Date/Time], at the [Final Approval Location].

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to award to Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. The Court will also listen to people who have asked to speak at the hearing. The Court will then issue decisions on these issues; we do not know how long those decisions will take.

Please note that the date of the Final Approval Hearing date may change by the Court's order without further notice to the Class. It is strongly advised to check the Settlement Website to confirm that the date has not been changed.

## 22. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection by [Objection Deadline], in accordance with the instructions in this Notice (see Section 17 above) the Court will consider it. You may also pay your lawyer to attend, but you do not have to.

## 23. May I speak at the hearing?

Yes. If you do not exclude yourself, you may appear and speak at the Final Approval Hearing. Although it is not required, if you intend to appear and speak, you are requested to file with the Court and/or serve on the Parties a "Notice of Intent to Appear," no later than (7) days before the Final Approval Hearing. Persons who opt out, however, may not appear and be heard.

### If You Do Nothing

## 24. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you will not be able to start a lawsuit, or be part of any other lawsuit against Seamless about the claims in this case, ever again.

### Getting More Information

## 25. How can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website, [Settlement Website]. If you have additional questions, you can visit the Settlement Website or contact the Settlement Administrator:

**By Mail:** Seamless Settlement Administrator

Questions? Go to [Settlement Website] or call [Telephone Number].  
This Settlement affects your legal rights even if you do nothing.

P.O. Box XXX  
Baton Rouge, LA 70821

**By Email:** info@[Settlementwebsite.com]

**By Phone (Toll Free):** [Toll-Free Number]

Updates will be posted at the Settlement Website, as information about the Settlement process becomes available.

For a more detailed statement of the matters involved in the litigation or the Settlement, you may review the various documents on the Settlement Website [Settlement Website], call [Toll Free Number], or write to the Seamless Settlement Administrator, PO Box XXX, Baton Rouge, LA 70821.

\* \* \*

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Go to [Settlement Website] or call [Telephone Number].  
This Settlement affects your legal rights even if you do nothing.

— EXHIBIT D —

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Plowman et al. v. Seamless Contacts, Inc.*  
Case No. 2-25CH000163 (Circuit Court of DuPage County, Illinois)

**If you are not a Seamless.ai customer but your personal data was saved to the MyContacts list of Seamless.ai, you may be entitled to a cash payment from a class action settlement.**

A settlement has been reached in a class action lawsuit concerning Seamless Contacts, Inc. (“Seamless”) alleging that Seamless advertises subscriptions to salespeople and marketers by publicly displaying profiles of individuals.

**What is this Lawsuit About?** Plaintiffs allege that they did not consent to Seamless using their professional/business information to promote Seamless subscriptions. Nor did they consent to Seamless selling access to their personal information as part of its subscription products. Seamless denies that it displays non-business information, denies using profiles to promote subscriptions, and denies selling any information.

**Who is Included?** Seamless’s records indicate that you are a [State] Settlement Class Member. Included in the [State] Settlement Class are all individuals with a [State] 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.

**What Can [State] Settlement Class Members Receive?** [State] Settlement Class Members who file a valid and timely Claim Form are eligible to receive a *pro rata* payment from the [State] Settlement Fund. The [State] Settlement Fund is a non-reversionary cash settlement fund that shall be established by Seamless in the total amount of [State Settlement Fund].

Detailed information about the [State] Settlement Fund is provided in the Settlement Agreement, available at [Settlement Website].

**How To Get A Cash Payment?** The only way to receive a payment is to file a Claim Form either online or by mail. To file your claim online, or to get a paper Claim Form, visit the website at [Settlement Website] or call [Toll-Free Number]. To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online, on or before [Claims Deadline].

**Your Other Options?** If you do nothing, you will remain in the class, you will not be eligible for a cash payment, and you will be bound by the decisions of the Court and give up your rights to sue Seamless for the claims resolved by this Settlement. If you do not want to be legally bound by the

Settlement, you must exclude yourself by **[Exclusion Deadline]**. If you stay in the Settlement, you may object to it by **[Objection Deadline]**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the **[Settlement Website]** or call **[Toll-Free Number]** for a copy of the more detailed notice.

**The Final Approval Hearing?** The Court will hold a Final Approval Hearing on **[Final Approval Hearing Date/Time]**, at the **[Final Approval Location]**.

At the Final Approval Hearing, the Court will review any comments and/or objections regarding this Agreement; consider its fairness, reasonableness, and adequacy; consider the application for an award of attorneys' fees and unreimbursed costs of up to 35% of the Settlement Fund, service awards to the Class Representatives, and reimbursement of expenses; and consider whether the Court shall issue a Final Approval Order approving this Agreement, confirm the certification of the Settlement Classes, and dismiss the Action with prejudice.

**More Information.** Complete information about your rights and options, as well as the Claim Form, the Long Notice, and Settlement Agreement, are available at **[SettlementWebsite.com]**, or by calling toll free **[Toll Free Number]**.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**www.SettlementWebsite.com**

**1-XXX-XXX-XXXX**

# — EXHIBIT E —



## **REMINDER: NOTICE OF CLASS ACTION SETTLEMENT**

*Plowman et al. v. Seamless Contacts, Inc.*  
Case No. 2-25CH000163 (Circuit Court of DuPage County, Illinois)

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Detailed information about the [State] Settlement Fund is provided in the Settlement Agreement, available at [Settlement Website].

**How To Get A Cash Payment?** The only way to receive a payment is to file a Claim Form either online or by mail. To file your claim online, or to get a paper Claim Form, visit the website at [Settlement Website] or call [Toll-Free Number]. To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online, on or before [Claims Deadline].

**Your Other Options?** If you do nothing, you will remain in the class, you will not be eligible for a cash payment, and you will be bound by the decisions of the Court and give up your rights to sue Seamless for the claims resolved by this Settlement. If you do not want to be legally bound by the

Settlement, you must exclude yourself by **[Exclusion Deadline]**. If you stay in the Settlement, you may object to it by **[Objection Deadline]**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the **[Settlement Website]** or call **[Toll-Free Number]** for a copy of the more detailed notice.

**The Final Approval Hearing?** The Court will hold a Final Approval Hearing on **[Final Approval Hearing Date/Time]**, at the **[Final Approval Location]**.

At the Final Approval Hearing, the Court will review any comments and/or objections regarding this Agreement; consider its fairness, reasonableness, and adequacy; consider the application for an award of attorneys' fees and unreimbursed costs of up to 35% of the Settlement Fund, service awards to the Class Representatives, and reimbursement of expenses; and consider whether the Court shall issue a Final Approval Order approving this Agreement, confirm the certification of the Settlement Classes, and dismiss the Action with prejudice.

**More Information.** Complete information about your rights and options, as well as the Claim Form, the Long Notice, and Settlement Agreement, are available at **[SettlementWebsite.com]**, or by calling toll free **[Toll Free Number]**.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**www.SettlementWebsite.com**

**1-XXX-XXX-XXXX**