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

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

Plaintiffs,

v.

SEAMLESS CONTACTS, INC.

Defendant.

Case No. 2025CH000163

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MEMORANDUM IN SUPPORT

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Plaintiffs Carla Plowman, Karen Evans, Reid Cooper, Michael Naessens, and Doug Spindler, individually and on behalf of all others similarly situated, by and through their undersigned counsel, respectfully submit their Unopposed Motion for Final Approval of Class Action Settlement ("Motion") and request that the Court enter the Final Approval Order, after the April 6, 2026, Final Approval Hearing.

I. INTRODUCTION[1]

A) A brief description of the occurrence giving rise to the cause of action, including the basis for jurisdiction and venue: Seamless Contacts, Inc. (the "Defendant") owns and operates a real-time search engine that helps business-to-business (B2B) companies find accurate sales leads by providing business contact information. Plaintiffs filed a lawsuit asserting that Defendant used Plaintiffs' and the putative Class members' identifying information (such as their names, contact information, job titles, places of work, and business addresses) without their consent to advertise subscriptions to Defendant's real-time search engine, in violation of right of publicity laws. Defendant denied any wrongdoing and denied liability. This Court has subject matter jurisdiction pursuant to Ill. Const. art. VI, § 9. Class Action Complaint for Violations of the Right of Publicity and Misappropriation of Name and Likeness ("Complaint"), ¶24. This Court has personal jurisdiction over Seamless because a significant portion of the events giving rise to this lawsuit occurred in this state. *Id.,* ¶25. Venue is proper in this Court under 735 ILCS § 5/2-101(2) because some part of the transactions out of which the cause of action arose occurred in DuPage County. Specifically, Plaintiff Plowman's injuries arising out of Defendant's conduct occurred in, and were felt in, DuPage County because she resides in this County. *Id.,* ¶26.

[1] As required by Local Rule 6.11(b) Approval of Class Actions.

B) The actual class size: Pursuant to the Settlement Agreement, Seamless provided the Settlement Administrator with the Settlement Class List. S.A. ¶4.1. This List contained 47,214 individuals. Declaration of Blake Ross Regarding the Status of Settlement Administration ("Ross Decl."), ¶¶ 5-6.

C) Whether the settlement is a claims-made or an opt-out settlement for the Class: This is a non-reversionary common fund settlement from which Settlement Class Members can make claims for benefits. Settlement Class Members had the opportunity to opt out. No Settlement Class Members have opted out. Ross Decl. ¶ 15.

D) The total settlement fund along with an cy pres recipient or reversion of the fund: The Settlement Agreement creates a $1,125,000.00 non-reversionary Settlement Fund. SA ¶¶ 1.5, 1.2, 1.23, 1.26, 1.29, 1.33. After payment of the Fee Award, Service Awards, Settlement Administration Expenses, and the pro-rata awards to Settlement Class Members, no unallocated funds will remain. Ross Decl. ¶ 14.

E) The amount of claims submitted by the class if it is a claims-made settlement along with the percentage of claims submitted compared to the entire class: the Claims Deadline was March 9, 2026. To date, there have been 251 claims submitted. Out of the 47,214 class, that is a .53% claims rate. Ross Decl. ¶ 14.

F) The number of objections and/or exclusions: the Objection and Opt-Out Deadlines were February 7, 2026. There were no objections or opt outs received. Ross Decl. ¶¶ 15-16.

G) The amount each class member will receive: The 179 California claims will receive $2,625.56 each. The 52 Illinois claims will receive $2,561.93 each. The 17 Indiana claims will receive $3,288.74 each. The one Nevada claim will receive $1,509.19. The 2 Ohio claims will receive $12,690.93 each. Ross Decl. ¶ 14.

H) Any injunctive relief and brief analysis as to value or benefit of said injunctive relief to the class or potential future class members: Seamless will be required to ensure that the opt-out procedure on its website 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. *See* SA, § 2.2.

I) Any specific details as to value of any coupons or vouchers: Proposed Settlement Class Counsel has secured a $1,125,000.00 non-reversionary Settlement Fund which does not include any coupons or vouchers.

J) Confirmation that notice was disseminated as required in the Preliminary Approval Order: Notice was disseminated according to the Preliminary Approval Order, as documented in the Declaration of Blake Ross Regarding the Status of Settlement Administration ¶¶ 5-13.

K) The success rate of the notice administration: Notice was sent directly to Settlement Class Members by email. Email Notice was successfully delivered to 36,435 Settlement Class Members, or 77.17% deliverability. Ross Decl. ¶¶ 7, 13.

L) The actual cost for the settlement administrator: EisnerAmper has incurred $40,362.05 in Settlement Administration Expenses to date. EisnerAmper estimates to incur an additional $14,258.53 through completion of the case, for a total of $54,620.57 in Settlement Administration Expenses. Ross Decl. ¶ 17.

M) The proposed class representative award and proposed fee request: Class Counsel request (1) attorneys' fees of $369,382.65, which is 35 percent (35%) of the State-Specific Settlement Funds, and includes reimbursement for litigation costs of $95,355; and (2) $15,000 total in Service Awards to the Class Representatives in the specific amounts of $5,000 for Doug

Spindler, the California Settlement Class Representative; $2,500 for Carla Plowman, the Illinois Settlement Class Representative; $2,500 for Karen Evans, the Ohio Settlement Class Representative; $2,500 for Reid Cooper, the Indiana Settlement Class Representative; and $2,500 for Michael Naessens, the Nevada Settlement Class Representative.

II. FACTUAL BACKGROUND

On November 18, 2025, this Court granted preliminary approval of this Settlement between Plaintiffs and Defendant Seamless Contacts, Inc. (the "Defendant"). Pursuant to that Order, the Settlement Administrator, with the assistance of the Parties, implemented the Notice Program set forth in the Settlement Agreement. The Settlement Administrator sent over 36,000 email notices including multiple rounds of reminder notice. Ross Decl. ¶¶ 6-8. The Claims Period remained open until March 9, 2026. *Id*., ¶ 14. The deadline to request exclusion or object to the Settlement was February 9, 2026, and no Class members objected to the Settlement, and no Class members sought exclusion. *Id.*, ¶¶ 15-16. Plaintiffs now seek final approval.

In the interest of efficiency, Plaintiffs refer this Court to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (filed January 13, 2026) ("MPA"). The MPA, which Plaintiffs incorporate by reference, describes the factual and procedural background of this matter and attaches the proposed Settlement Agreement ("SA").

III. SETTLEMENT TERMS

The terms of the Settlement are set forth in Exhibit 1 to the MPA and are briefly summarized here.

A. Settlement Class Definition

The Settlement defines the state-specific Settlement Classes as follows (*see* SA, ¶¶1.3, 1.21, 1.24 1.26, 1.30):

Ohio Settlement Class: 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.

Nevada Settlement Class: 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.

California Settlement Class: 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.

Indiana Settlement Class: 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.

Illinois Settlement Class: 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.

B. Monetary Relief

Pursuant to the Settlement, Defendant will establish non-reversionary State-Specific Settlement Funds for each of the Settlement Classes. The amount of each Fund varies based on the size of the Settlement Class in that state, and the statutory damages available under each state's right of publicity law. The Fund sizes are: Ohio, $41,650.00; Nevada, $2,457.00; California, $770,709.00; Indiana, $91,672.00; and Illinois $218,512.00. SA, ¶¶1.5, 1.2, 1.23, 1.26, 1.29, 1.33. Settlement Clas Members are entitled to submit claims to their respective State-Specific Settlement Funds. *Id.*, §2.1. All Settlement Class Members who submit an Approved Claim will be entitled to a *pro rata* portion of their respective State-Specific Settlement Fund after payment of Settlement Administration Expenses, attorneys' fees and costs, and any incentive awards approved by the Court. *Id*.

Any uncashed checks or electronic payments unable to be processed within 180 days of issuance will revert to their respective State-Specific Settlement Funds. Such funds are to be distributed *pro rata* to the claiming Settlement Class Members from that State-Specific Settlement Fund, if practicable, or in a manner otherwise to be directed by the Court. *See* SA, §2.1 (e). No portion of any State-Specific Settlement Fund will revert to the Defendant. *Id.*

C. Prospective Relief

The Settlement Agreement also provides for injunctive relief to address the alleged violations of the right of publicity laws by requiring Seamless to: (i) display the opt-out procedure

more prominently on its website, (ii) make the opt-out procedure more user-friendly, and (iii) indefinitely honor opt-out requests. SA, § 2.2.

D. Attorneys' Fees, Costs, and Service Awards

On January 23, 2026, Class Counsel submitted a separate unopposed motion seeking attorneys' fees, costs, expenses, and Service Awards for the named Plaintiffs. Class Counsel filed this motion prior to the deadline by which Class members must object to the Settlement or seek exclusion. The Settlement Administrator received no objections to the requested attorneys' fees, costs, expenses, and Service Awards. Ross Decl. ¶ 15.

E. Notice and Claims Process

1. Direct Notice to the Settlement Class

The Settlement Administrator disseminated Notice in accordance with the Settlement Agreement and this Court's Preliminary Approval Order. The Court approved EisnerAmper LLP as the Settlement Administrator. On December 3, 2025, Defendant's counsel provided EisnerAmper with a data file containing 47,225 records. Ross Decl., ¶ 5. After deduplication and verification, EisnerAmper identified a total of 47,124 unique Settlement Member records, 47,209 of which had a valid email address. *Id.* ¶¶ 5-6. In sending the Email Notice, EisnerAmper followed standard email best practices, including utilizing "unsubscribe" links and the Settlement Administrator contact information. *Id.* ¶ 7. Ultimately, the Email Notice was successfully delivered to 36,435 Settlement Class Members, or 77.17% deliverability. *Id.* In addition, EisnerAmper sent two rounds of reminder notice, one on February 6, 2026 and one on March 6, 2026. *Id.* ¶ 8.

2. Settlement Website and Toll-Free Number

On December 9, 2025, EisnerAmper established a website devoted to this Settlement ("Settlement Website").[2] Ross Decl., ¶ 10. Relevant documents including the Complaint, Settlement Agreement, Long Form Notice, Claim Form, and other case-related documents are posted on the Settlement Website. The Settlement Website also includes relevant dates and deadlines, answers to frequently asked questions ("FAQs"), instructions for opting-out (requesting exclusion) and objecting prior to the relevant deadlines, instructions for filing a claim, contact information for the Settlement Administrator, and how to obtain additional case-related information. *Id.* Settlement Class members may file a Claim Form on the Settlement Website. EisnerAmper also established a toll-free telephone number, which allows Settlement Class Members to request a Notice Packet and/or seek assistance from a live operator during regular business hours. *Id.* ¶ 11.

3. Claims, Objections, and Requests for Exclusion

Settlement Class Members had until February 9, 2026, to object to or request exclusion from the Settlement. *Id.* ¶¶ 15-16. EisnerAmper received no objections and no opt-out requests. *Id*. This evidences a favorable reaction from the Settlement Classes. As of March 20, 2026, EisnerAmper has received 251 claims. *Id.* ¶ 14.

Plaintiffs now request that this Court grant final approval of the Settlement to bring closure to this matter for Settlement Class Members and avoid the costs and delay of further litigation.

[2] Available at https://insideviewropsettlement.com/.

IV. THE COURT SHOULD GRANT FINAL APPROVAL

A. The State-Specific Classes Should be Certified for Settlement Purposes

As part of this motion for final approval, Plaintiffs respectfully request this Court certify the seven state-specific classes for settlement purposes under 735 ILCS 5/2-801 and 735 ILCS 5/2-802. This Court has already conditionally certified the classes. Plaintiffs incorporate by reference the arguments they advanced in favor of certification in the MPA. The Class still meets the requirements of numerosity, commonality, typicality, and adequacy because common issues predominate and a class action is the appropriate method of litigating the controversy. Nothing has changed relative to the 735 ILCS 5/2-801 and 735 ILCS 5/2-802 factors since preliminary approval. Accordingly, that decision should be made final.

B. The Court Should Approve the Settlement

The law favors compromise and settlement of class action suits. *Langendorf v. Irving Tr. Co.*, 244 Ill. App. 3d 70, 78 (1st Dist. 1992) ; *Sec. Pac. Fin. Serv. v. Jefferson*, 259 Ill. App. 3d 914, 919 (1st Dist. 1994). The approval of a proposed class action settlement is a matter of discretion for the trial court. *See Fauley v. Metro. Life Ins. Co*., 52 N.E.3d 427, 439 (Ill. App. Ct. 2016) ("In Illinois, a trial court's final approval of a class-action settlement will not be disturbed unless the trial court abused its discretion."); *Steinberg v. Sys. Software Assocs*., 306 Ill. App. 3d 157, 169 (1st Dist. 1999); *City of Chic. v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990) ("A trial court's approval of a settlement should not be overturned on appeal unless, taken as a whole, the settlement appears on its face so unfair as to preclude judicial approval."); *Newberg on Class Actions* § 11.41 (4th ed. 2002) ("The compromise of complex litigation is encouraged by the courts and favored by public policy."). In exercising this discretion, courts should give deference to the private consensual decision of the parties. *See Isby v. Bayh*, 75 F.3d 1191, 1200 (7th Cir. 1996) ("A

settlement will not be rejected solely because it does not provide a complete victory to the plaintiffs.").

In reviewing proposed settlements, courts do not "judge the legal and factual questions by the same criteria applied in a trial on the merits." *GMAC Mortg. Corp. v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992). The standard for class settlement approval requires that a settlement be fair, reasonable, and adequate. *People ex rel. Wilcox v. Equity Funding Life Ins. Co*., 61 Ill. 2d 303, 317 (1975); *Korshak*, 206 Ill. App. 3d at 972. A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery. *Zolkos v. Scriptfleet, Inc*., No. 12 Civ. 8230, 2014 U.S. Dist. LEXIS 172519, at *4 (N.D. Ill. Dec. 12, 2014) (*quoting Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc*., Nos. 07 Civ. 2898, 09 Civ. 2026, 2012 U.S. Dist. LEXIS 25265, at *10 (N.D. Ill. Feb. 28, 2012)); *see also Gowdey v. Commonwealth Edison Co*., 37 Ill. App. 3d 140, 150 (1st Dist. 1976). Courts give weight to the opinion of informed, competent counsel in assessing the Settlement's fairness. *See, e.g*., *Isby v. Bayh*, 75 F.3d 1191, 1200 (7th Cir. 1996 ("[T]he district court was entitled to given consideration of the opinion of competent counsel that the settlement was fair, reasonable, and adequate."). Here, the settlement negotiations involved pre-mediation discovery, briefing submitted to the mediator, robust argument, and months of negotiations. Based on their experience in handling other class action matters, the amount of monetary recovery secured for the Settlement Class Members, and a comparison to previously approved settlements in similar right of publicity class actions, Settlement Class Counsel believe this Settlement provides fair, reasonable, and adequate relief for the Settlement Class. *See* Borrelli Decl. to MPA, ¶11.

In deciding whether to grant final approval, courts may consider several factors in evaluating whether the settlement is fair, reasonable. *Korshak*, 206 Ill. App. 3d at 972. These factors include: "(1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length, and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed." *Id*. Here, all eight factors support granting final approval.

1. The Strength of Plaintiffs' Case on the Merits Balanced Against the Relief Offered in Settlement

There is an "overriding public interest in favor of settlement" of class actions because of the complexity, length, and uncertainty inherent to class litigation. *See In re Sears, Roebuck & Co. Front-Loading Washer Products Liability Litigation*, No. 06 C 7023, 2016 U.S. Dist. LEXIS 25290, at *24-25 (N.D. Ill. Feb. 29, 2016).

Here, the Parties entered into the Settlement only after both sides were fully apprised of the facts, risks, and obstacles involved with protracted litigation. *See* Borrelli Decl., ¶9. Prior to filing suit, Settlement Class Counsel conducted extensive research regarding the Plaintiffs' claims, Defendant, and the alleged use of Settlement Class Members' names and identifies. *Id*., ¶10. The Parties attended an all-day mediation on May 15, 2024, with Jill Sperber of Judicate West. *Id.* ¶6. The mediation was unsuccessful, and the parties returned to litigating the case. After further litigation, the parties agreed to mediate a second time, attending an all-day mediation will Jill Sperber of Judicate West on October 2, 2024. *Id.* Through their arms' length negotiations, and with the assistance of Ms. Sperber, the parties reached a settlement in principle on behalf of all Plaintiffs named in this Action. *Id.* As such, and considering Settlement Class Counsel's prior experience in

right of publicity litigation, the Parties entered settlement negotiations with a full understanding of the strengths and weaknesses of the case, as well as the potential value of the claims. *See, e.g.*, *In re Capital One TCPA Litig.*, 80 F. Supp. 3d 781, 793 (N.D. Ill. 2015) (granting preliminary approval to privacy class settlement where the parties exchanged discovery over several months and then mediated the case to reach a settlement).

The Settlement provides for substantial relief, especially considering the costs, risks, and delay of trial, the effectiveness of distributing relief, and the proposed attorneys' fees. "The most important factor relevant to the fairness of a class action settlement is the first one listed: the strength of the plaintiffs' case on the merits balanced against the amount offered in the settlement." *Synfuel Techs, Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006) (internal quotes and citations omitted). Nevertheless, "[b]ecause the essence of settlement is compromise, courts should not reject a settlement solely because it does not provide a complete victory to plaintiffs." *In re AT&T Mobility Wireless Data Servs. Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010). This is in part because "the law should favor the settlement of controversies, and should not discourage settlement by subjecting a person who has compromised a claim to the hazard of having the settlement proved in a subsequent trial." *Grady v. de Ville Motor Hotel, Inc.*, 415 F.2d 449, 451 (10th Cir. 1969). It is also in part because "[s]ettlement is the offspring of compromise; the question we address is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998); *see also Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 228 (N.D. Ill. 2016) ("The essential point here is that the court should not "reject[ ]" a settlement "solely because it does not provide a complete victory to plaintiffs," for "the essence of settlement is compromise.").

Here, Plaintiffs would face many challenges were litigation to proceed, some of which are discussed in Part 3 below.

The settlement payments compare favorably to prior right of publicity settlements. Net of fees and costs, Settlement Class Members who made claims in every state can expect to receive payments ranging in the thousands of dollars, depending on the final claims total in each state. *See* Ross Decl., ¶ 14. These amounts are in line with take-home recoveries in similar right of publicity settlements. *See, e.g. Fischer*, 19-cv-04892, dkt. 283 at 2 (calculating final take-home payments as follows: California, $148.18; Illinois, $745.01; Indiana, $197.20; and Nevada, $180.23); *Butler*, dkt. 272 ($95 to each valid Illinois claimant); *Fraley v. Facebook, Inc*., 966 F. Supp. 2d 939, 943–44 (N.D. Cal. 2013), *aff'd sub nom Fraley v. Batman*, 638 Fed. App'x 594, 597 (9th Cir. 2016) (approving California right of publicity settlement providing $15 to each claiming class member). And, of course, the monetary relief provided under the Settlement stands apart from other consumer privacy class actions that may provide no monetary relief. *See, e.g*., *Lane v. Facebook, Inc*., 696 F.3d 811, 820–22 (9th Cir. 2012) (resolving tens of millions of claims under the Electronic Communications Privacy Act ["ECPA"] for a $9.5 million *cy pres*-only settlement—amounting to pennies per class member—where $10,000 in statutory damages were available per claim); *In re Google Buzz Priv. Litigation*, No. C 10-00672 JW, 2011 U.S. Dist. LEXIS 175603, at *9-12 (N.D. Cal. June 2, 2011)(resolving tens of millions of claims, again under the ECPA, for an $8.5 million *cy pres*-only settlement); *see also Frank v. Gaos*, 139 S. Ct. 1041, 1047-48 (2019) (Thomas, J., dissenting).

2. The Defendant's Ability to Pay

A "defendant's ability to withstand a greater judgment, standing alone, does not suggest that the settlement is unfair." *Viafara v. MCIZ Corp.*, 2014 U.S. Dist. LEXIS 60695, at *18-21 (S.D.N.Y. Apr. 30, 2014) (citation omitted). Here, under the terms of the Settlement Agreement,

Defendant will pay a total of $1,125,000.00 into five non-reversionary State-Specific Settlement Funds. SA ¶¶ 1.5, 1.2, 1.23, 1.26, 1.29, 1.33. Although Seamless may be able to withstand a greater judgment, the financial obligations the Settlement imposes on the Defendant are substantial.

3. The Complexity, Length, and Expense of Further Litigation

The value achieved through the Settlement Agreement is guaranteed, whereas the chances of prevailing on the merits are uncertain. While Plaintiffs strongly believe in the merits of their case, they also understand that should this litigation continue, Defendant will assert defenses, continue to deny liability, and litigate this action vigorously. *See Goldsmith v. Tech. Sols. Co*., No. 92 C 4374, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995) ("As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later."). Furthermore, the risk of obtaining no relief through continued litigation is significant. Should this litigation continue, Plaintiffs would need to prevail on a motion to dismiss; survive summary judgment; prevail at Class certification; and prevail at trial. An adverse decision at any of these potentially dispositive stages could singlehandedly doom this action and leave the Classes with nothing. *See, e.g*., *T.K. through Leshore v. Bytedance Tech. Co., Ltd*., No. 19-cv-7915, 2022 WL 888943, at *13 (N.D. Ill. Mar. 25, 2022) (noting obstacle posed by adversarial class certification if litigation were to continue rather than settle). For example, the class certification decision in *Fischer v. Instant Checkmate, LLC*—an analogous right of publicity case—demonstrates the risk that class members face. No. 19-cv-04892, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022). There, the court certified two classes, but declined to certify a third class of individuals appearing in search results. *Id.,* at *3, *15. While the court's decision turned on the facts of that case, *id*. at *15, it illustrates that class status in this action would by no means be guaranteed. *See also Dancel v. Groupon, Inc*., No. 18-cv-2027, 2019 WL 1013562, at *1 (N.D. Ill. Mar. 4, 2019), *aff'd*, 949 F.3d 999 (7th Cir. 2019) (denying motion to certify class because whether any given

username was sufficient to identify an individual presented individual inquiries that defeated predominance).

In short, "any relief to class members would still be far down the road and may ultimately be entirely denied." *Charvat v. Valente*, No. 12-cv-05746, 2019 WL 5576932, at *7 (N.D. Ill. Oct. 28, 2019). By contrast, "[a]pproving the proposed settlement agreement will end the case and cause benefits to flow in short order." *Id.*; *see also Young v. Rolling in the Dough, Inc.*, No. 1:17-CV-07825, 2020 WL 969616, at *5 (N.D. Ill. Feb. 27, 2020) ("If this case had been litigated to conclusion, all that is certain is that plaintiffs would have spent a large amount of money, time, and effort.").

Plaintiffs firmly believe in the merits of their claims and would dispute any defenses Defendant would assert. But success at trial is not guaranteed. *See Wright v. Nationstar Mortg. LLC*, No. 14 C 10457, 2016 WL 4505169, at *10 (N.D. Ill. Aug. 29, 2016) (""In light of the potential difficulties at class certification and on the merits . . . the time and extent of protracted litigation, and the potential of recovering nothing, the relief provided to class members in the Settlement Agreement represents a reasonable compromise.").

4. The Amount of Opposition to the Settlement and the Reaction of Class Members

The fourth and sixth factors – the amount of opposition to the Settlement and the reaction of members of the Class to the Settlement – are often considered together due to their similarity. *Korshak*, 206 Ill. App. at 973. Here, the Settlement Class Members reacted favorably. No objections or exclusions were submitted, indicating no opposition to the Settlement. Ross Decl., ¶¶ 15-16. Accordingly, these factors support granting final approval.

5. The Absence of Collusion

"A settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion." 2 *McLaughlin on Class Actions*, § 6:7 (8th ed. 2011); *see also Steele v. GE Money Bank*, No. 1:08-CIV-1880, 2011 WL 13266350, at *4 (N.D. Ill. May 17, 2011), *Report and Recommendation adopted*, No. 1:08-CIV-1880, 2011 WL 13266498 (N.D. Ill. June 1, 2011) ("the involvement of an experienced mediator is a further protection for the class, preventing potential collusion"); *Wright*, 2016 WL 4505169, at *11 (similar); *see also T.K.*, 2022 WL 888943, at *11 ("[t]he best evidence of a truly adversarial bargaining process is the presence of a neutral third-party mediator") (internal quotations omitted).

Here, the Settlement was reached after months of arms-length settlement negotiations, culminating in a days-long in-person mediation session with Jill Sperber of Judicate West. *See* Borrelli Decl., ¶6. At all times, the settlement negotiations were adversarial, non-collusive, and conducted at arm's length. *Id*.. ¶9. By the end of the full-day mediation, the Parties reached an agreement in principle after extensive negotiations. *Id*. ¶6.

The arm's-length nature of these negotiations is further confirmed by the Settlement terms. Each State-Specific Settlement Fund is non-reversionary; provides meaningful cash payments to Settlement Class Members who submit a valid Claim Form; and contains no provisions that might suggest fraud or collusion, such as a "clear sailing" or "kicker" clause regarding attorneys' fees. *See Snyder v. Ocwen Loan Servicing, LLC*, No. 14-cv-8461, 2019 WL 2103379, at *4 (N.D. Ill. May 14, 2019) (finding settlement negotiated at arm's length where "there is no provision for reversion of unclaimed amounts, no clear sailing clause regarding attorneys' fees, and none of the other types of settlement terms that sometimes suggest something other than an arm's length negotiation"). Likewise, the scope of the release is not overbroad. Defendant is not getting any

release that it is not paying for, the release is tied to the factual underpinnings of the lawsuit, and the product giving rise to the lawsuit is now defunct. *See* SA, § 1.35.

6. The Opinion of Competent Counsel

In a case where experienced counsel represent the class, the Court "is entitled to rely upon the judgment of the parties' experienced counsel." *In re Capital One TCPA Litig*., 80 F. Supp. 3d 781, 792 (N.D. Ill. 2015); *Armstrong v. Bd. of Sch. Dirs. of City of Milw*., 616 F.2d 305, 315 (7th Cir. 1980) ("Judges should not substitute their own judgment as to optimal settlement terms for the judgment of the litigants and their counsel."). Here, Settlement Class Counsel believe the Parties' settlement is fair, reasonable, and adequate, and in the best interests of the members of the class. Borrelli Decl., ¶20. Settlement Class Counsel also believe the benefits of the Parties' settlement far outweigh the delay and considerable risk of attempting to proceed through a motion to dismiss, class certification, summary judgment, and to trial. *Id*.

This settlement proposes significant, effective Settlement Class Member relief. Cash awards will be distributed to claimants who submit valid claims forms. SA, § 2.1. Settlement Class Members will have ninety days from the Notice Deadline to make a claim for a portion of the settlement by submitting their claim form either online or via U.S. Mail. *Id.*, §§ 1.9-1.10. The Settlement Administrator will have the authority to assess the validity of the claims, and upon receipt of an incomplete or unsigned Claim Form, is required to request additional information and/or documentation and give the Settlement Class Member time to cure the defect before rejecting the claim. SA, § 5.3. Accordingly, all Settlement Class Members who submit valid claims will receive their award within a reasonable amount of time. For these reasons, Settlement Class Counsel believe the Settlement is fair, efficient, and effective.

7. The Stage of Proceedings and the Amount of Discovery Completed

The "stage of the proceedings" concerns "whether Class Plaintiffs had sufficient information on the merits of the case to enter into a settlement agreement . . . and whether the Court has sufficient information to evaluate such a settlement." *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig*., 986 F. Supp. 2d 207, 224 (E.D.N.Y. 2013) (citations omitted). Courts have found that to meet this requirement, "formal discovery need not have necessarily been undertaken yet by the parties." *In re Sony SXRD Rear Projection Television Class Action Litig*., 2008 WL 1956267, at *9 (S.D.N.Y. May 1, 2008). It is appropriate for Plaintiffs to enter into a settlement after "Class Counsel [has] conducted extensive investigation into the facts, circumstances, and legal issues associated with this case[,]" particularly when the case is not one "that [is] likely to turn on facts initially in Defendant's sole possession." *Kemp-DeLisser v. Saint Francis Hosp. & Med. Ctr*., No. 15-cv-1113-VAB, 2016 WL 6542707, at *8 (D. Conn. Nov. 3, 2016).

Prior to filing suit, Plaintiffs' counsel conducted extensive investigations into facts of this case. Borrelli Decl., ¶10. Because this matter concerns the alleged mis-use of Class members' names and likenesses on a publicly available website, most of the relevant facts were available and collected pre-suit. *See id.,* ¶¶ 5, 10. Plaintiffs' counsel determined that Defendant used Class members' names and personal information as part of a free-trial offering designed to sell subscriptions to its commercial database. *Id*., ¶5.

In addition, Defendant has provided, during discovery and settlement processes, confirmatory information regarding its use of individuals' names and personal information in the relevant states. *See id.,* ¶¶4-6. Proposed Settlement Class Counsel reviewed and analyzed this information to determine the scope of necessary injunctive relief and the appropriate measure of

settlement benefits to Plaintiffs and the Class. *Id.* Further, the Parties engaged in years of adversarial litigation and discovery before reaching resolution. *See id.*

C. Notice of the Settlement Satisfied Due Process

This Court previously approved the Notice Plan described in the MFA and found it satisfied the requirements of due process and 735 ILCS 5/2–803. Consistent with the Notice Plan, the Settlement Administrator made use of the online database of names and contact information maintained by Defendant. The Settlement Administrator sent notice via email, along with an electronic link to the Claim Form, to more than 47,000 Class members for whom Defendant possessed an email address. Ross Decl., ¶ 6. The Notice Plan reached approximately 77.17% of the Settlement Classes. *Id.*, ¶ 7.

This reach rate exceeds the 70% threshold recognized by the Federal Judicial Center. *See, e.g.*, Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* 1 (2010) (recognizing the effectiveness of notice that reaches between 70 and 95 percent of the class); *In re Tiktok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 928 (N.D. Ill. 2022) (granting final approval and finding notice that "clear[ed] the Federal Judicial Center's seventy-percent threshold" adequate). Such notice complies with the program approved by this Court in its Preliminary Approval Order, is consistent with Notice Programs approved in the Illinois, the federal Seventh Circuit, and across the United States, is considered a "high percentage," and is within the "norm." *See* Barbara J. Rothstein & Thomas E. Willging, *Managing Class Action Litigation: A Pocket Guide for Judges*, 27 (3d ed. 2010).

Because the class notice and notice plan set forth in the Settlement Agreement satisfy the requirements of due process and provide the best notice practicable under the circumstances, the Settlement should be finally approved.

V. CONCLUSION

For these reasons, Plaintiffs respectfully request this Court: (1) grant final approval to the Parties' Settlement; (2) certify the seven state-specific classes for settlement purposes only; and (3) find that Noice has been conducted in accordance with the Court-approved notice plan and satisfies due process. A proposed Final Approval Order is submitted herewith.

Dated: March 23, 2026

Respectfully submitted,

By: */s/ Samuel J. Strauss*

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CERTIFICATE OF SERVICE

I, Samuel J. Strauss, hereby certify that on March 23, 2026, I electronically filed the foregoing with the Clerk of the Court using the Odyssey eFileIL system, which will send notification of such filing to counsel of record.

DATED this 23rd day of March, 2026.

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