

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

CARLA PLOWMAN ET AL.

Plaintiff

-VS-

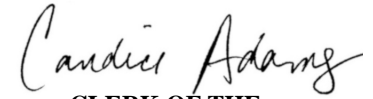
SEAMLESS CONTACTS INC A DELAWARE CORPORATION

Defendant

2025CH000163
CASE NUMBER

FILED

26 Apr 06 PM 01: 53



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

ORDER

**AGREED ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before this Court is Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”), requesting that the Court enter a Final Approval order, due and adequate notice having been given to the Court and the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED that:

1. The Settlement Agreement, including the proposed notice plan and forms of notice to the Classes, the appointment of Plaintiffs Carla Plowman, Karen Evans, Reid Cooper, Michael Naessens, and Doug Spindler as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Classes, EisnerAmper as the Settlement Administrator, the various forms of Class relief provided under the terms of the settlement, and the proposed method of distribution of Settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.
2. The Court does hereby finally approve and certify, for settlement purposes, the following Classes:

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.

3. For purposes of settlement, based on the information provided: the Settlement Classes are ascertainable; each of the Settlement Classes satisfy numerosity; there are common questions of law and fact, including whether Defendant violated each state's right of publicity law by using Settlement Class Members' names, identifying information, and identities on Defendant's website to advertise paid subscriptions; the proposed Class Representatives' claims are typical in that they are members of the respective state Classes and allege that they have been harmed by the same conduct as the other members of the relevant state-specific Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Classes; questions of law and fact common to members of the Classes predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.
4. The Court finally certifies the Settlement Classes, as defined above and in the Preliminary Approval Order, pursuant to 735 ILCS 5/2-801.
5. The Court appoints Plaintiffs as the Class Representative for the corresponding state-specific Settlement Class.
6. The Court appoints Samuel J. Strauss, Raina C. Borrelli, and Brittany Resch of Strauss Borrelli, and Michael Ram of Morgan & Morgan as Class Counsel for the Classes.
7. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.
8. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:
 - a. A process for Settlement Class Members to submit claims for compensation, which will be evaluated by the Settlement Administrator.
 - b. All Notice and Claims Administration Costs to be paid out of the Settlement Fund.
 - c. A Court-approved amount for attorneys' fees and costs not to exceed 35% of each State-Specific Settlement Fund, to be paid out of the Settlement Fund.
 - d. Service Awards to each Class Representative to be paid out of the Settlement Fund.
9. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to effectuate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

10. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.
11. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to 735 ILCS 5-2/801 and constitutes Due Process under the U.S. and Illinois Constitutions.
12. The deadline for Settlement Class Members to object to, or to exclude themselves from the Settlement has passed.
13. No objections were filed by Settlement Class Members.
14. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.
15. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.
16. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.
17. Pursuant to the Settlement Agreement, Plaintiffs and Settlement Class Members release claims against Defendant and all Released Parties as defined in the Settlement Agreement.
18. The Release shall not include the right of any Settlement Class Member, Plaintiffs' counsel, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of any persons who have timely and validly requested exclusion from the Settlement Class.
19. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Parties with respect to the Released Claims.
20. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.
21. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, Plaintiffs and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns, and agents (collectively and individually, the "Releasing Parties") will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims. The release set forth in the preceding sentence (the "Release") shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.
22. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.
23. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.
24. Plaintiffs' motion for attorneys' fees of \$369,382.65, costs of \$95,355, and for service awards 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, is granted.
25. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.
26. This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter. The case is closed.

Submitted by: SAMUEL J. STRAUSS
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Entered:  File Date: 04/06/2026

JUDGE JENNIFER BARRON

Validation ID : DP-04062026-0153-35912

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