

**IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

**KATE HOFFOWER  
DRU DOMINICI  
WILTON ALDERMAN  
TAMMY MCALPINE BROWN,  
REID COOPER,  
MARK SESSA, AND  
GARY HALL,**  
on behalf of themselves and all others  
similarly situated,

*Plaintiffs,*

v.

**DEMANDBASE, INC. and INSIDEVIEW  
TECHNOLOGIES, INC.,**

*Defendants.*

Case No. 2025CH000014

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs Kate Hoffower, Dru Dominici, Wilton Alderman, Tammy McAlpine Brown, Reid Cooper, Mark Sessa, and Gary Hall (collectively, “Plaintiffs”), for themselves individually and on behalf of the Settlement Classes, and Defendants Demandbase, Inc. and Insideview Technologies, Inc. (“Defendants”). Plaintiffs and Defendants 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.

**RECITALS**

A. Prior plaintiff Amos Gbeintor filed a putative class action in the United States District Court for the Northern District of California on December 8, 2021, alleging 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.* *Gbeintor v. Demandbase, Inc. et al.*, Case No. 4:21-cv-09470-TLT, Dkt. 1 (N.D. Cal.). On April 1, 2022, Plaintiffs Wilton Alderman and Dru Dominici (with Mr. Gbeintor, the “N.D. Cal. Plaintiffs”) filed an amended complaint, adding alleged violations of the Ohio Right of Publicity Statute, Ohio Rev. Code § 2741, and Ohio’s tort of appropriation of a name or likeness. *Id.*, Dkt. 30. Specifically, the amended complaint alleged that Defendants’ use of the N.D. Cal. Plaintiffs’ and other consumers’ identities to encourage individuals to purchase subscriptions to Defendants’ database violated California and Ohio right-of-publicity statutes. *Id.*

B. On May 13, 2022, Defendants moved to dismiss, or in the alternative, to strike under California’s Anti-SLAPP statute; Defendants also moved to stay. Dkts. 31, 32. On June 10, 2022, Plaintiffs filed their oppositions to the motions to dismiss, to strike, and to stay. Dkts. 38, 39. Defendants replied on July 8, 2022. Dkts. 42, 43.

C. On December 5, 2022, the Court granted Defendants’ motion to stay but declined to stay discovery upon concluding that the anti-SLAPP motion was untimely. Dkt. 59. Defendants moved for leave to file a motion for reconsideration, Dkt. 60, and filed a protective, interlocutory appeal to the Ninth Circuit of the anti-SLAPP denial. Dkts. 61, 62. On January 5, 2023, the Court granted Defendants leave to file their reconsideration motion, which was filed on January 24, 2023. *See* Dkts. 64, 65, 67. On February 17, 2023, the Court granted Defendants’ motion for reconsideration after concluding that Defendants’ anti-SLAPP motion was timely, and stayed the case in its entirety pending resolution of the Ninth Circuit appeal in *Martinez v. ZoomInfo, Inc.*—a similar right-of-publicity class action—as Defendants had requested. Dkts. 68, 71.

D. On September 21, 2023, a three-judge panel of the Ninth Circuit affirmed the



potential settlement proposals that involved the California and Ohio claims asserted, as well as potential claims under the right of publicity laws in Nevada, South Dakota, Alabama, Indiana, and Illinois. To facilitate those discussions, Plaintiffs' counsel sought informal discovery into the potential settlement class sizes in each of these states, which Defendants provided under Rule 408 protection in advance of mediation. Thus, while official discovery did not commence, Defendants provided key information on the putative classes' composition and the types of data that Defendants maintained related to its website, visitors, and business.

G. The Parties agreed to mediate with the Hon. Jay C. Gandhi (Ret.) of JAMS. In advance of the mediation, the Parties exchanged mediation briefs setting forth their respective positions, held calls with the mediator, and provided Judge Gandhi with relevant documents from the case. As part of this process, and understanding that Defendants sought a settlement that would provide a global resolution, Plaintiffs' counsel issued non-contingent settlement proposals for settlement classes in California, Illinois, Indiana, Ohio, Alabama, South Dakota, and Nevada. Defendants were welcome to accept or reject any of these individual proposals.

H. After exchanging the mediation briefs, and having several additional calls among the Parties to discuss class sizes and financial information, on November 8, 2024, the Parties participated in a 12-hour in-person mediation with Judge Gandhi, where they negotiated at arms'-length and ultimately reached agreement on the material terms of this settlement. This agreement was memorialized in a term sheet that was formalized into this Settlement Agreement. Because of the confidential information learned during this mediation and pursuant to Rule 408, Plaintiffs elected to dismiss the case pending in the Northern District of California and refile in this Court to allow the proposed settlement to be evaluated and effectuated through a single action. On November 21, 2024, the N.D. Cal. Plaintiffs filed a notice of voluntary dismissal without prejudice,

and the N.D. Cal. case was terminated that same day.

I. On May 1, 2025, all Plaintiffs filed a class action complaint in this Court (the “Action”), asserting right of publicity claims on behalf of seven Classes for residents of Ohio, Nevada, South Dakota, California, Alabama, Indiana, and Illinois.

J. Over the next several weeks, the parties continued to cooperatively negotiate this Settlement Agreement.

K. Plaintiffs and Class Counsel believe that the claims asserted in this 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 Defendants have 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 believe 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. Defendants deny all allegations of wrongdoing and liability, deny all material allegations in the N.D. Cal. case and this Action, and believe that they would prevail in defeating class certification, on summary judgment, at any trial on the merits, and on any subsequent appeal, but have 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. Defendants thus desire to resolve finally and completely the pending claims of Plaintiffs and the Settlement Classes.

M. NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs on behalf of the Settlement Classes, and Defendants 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 *Hoffower et al. v. DemandBase, Inc. et al.*, Case No. 2025CH000014, pending in the Circuit Court of LaSalle 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; and (iii) signed by the Settlement Class Member, either physically or electronically.

1.3      **“Alabama Settlement Class”** means Tammy McAlpine Brown and All Alabama residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022. Excluded from the Alabama Settlement Class are (1) any Judge or Magistrate presiding over this action and

members of their families, (2) Defendants, Defendants' subsidiaries, successors, predecessors, and any entity in which Defendants have 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 **“Alabama Settlement Class Representative”** means Plaintiff Tammy McAlpine Brown.

1.5 **“Alabama Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of \$325,575 (approximately 4.5% of the Alabama statutory damages minimum of \$5,000) for the benefit of the Alabama Settlement Class. This amount shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary Approval. From this Alabama Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Alabama Settlement Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any service award to the Alabama Settlement Class Representative, and (iv) any Fee Award. The Alabama 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 Defendants into the Alabama Settlement Fund, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.6 **“California Settlement Class”** means Plaintiff Wilton Alderman and all California residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022. Excluded from the California Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants' subsidiaries,

successors, predecessors, and any entity in which Defendants have 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.

1.7 **“California Settlement Class Representatives”** means Plaintiff Wilton Alderman.

1.8 **“California Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of \$729,088.50 (approximately 4.5% of the California statutory damages minimum of \$750) for the benefit of the California Settlement Class. This amount shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary 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 Representatives, 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 Defendants into the California Settlement Fund, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.9 **“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.

1.10 **“Claim Form”** means the claim form attached hereto as Exhibit A, 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.

1.11 **“Class Counsel”** means Sam Strauss, Raina Borrelli, and Brittany Resch of Strauss Borrelli PLLC, Michael Ram of Morgan & Morgan, and Benjamin Osborn of the Law Office of Benjamin R. Osborn PLLC.

1.12 **“Class Representatives”** means the California Settlement Class Representatives, the Illinois Settlement Class Representative, the Indiana Settlement Class Representative, the Ohio Settlement Class Representative, the South Dakota Settlement Class Representative, the Alabama Settlement Class Representative, and the Nevada Settlement Class Representative.

1.13 **“Court”** means the Circuit Court of LaSalle County, Illinois, and any judge presiding over this Action.

1.14 **“Defendants”** mean Demandbase, Inc. and Insideview Technologies, Inc.

1.15 **“Defendant’s Counsel”** means R. Adam Lauridsen and Cody Gray of Keker, Van Nest & Peters, LLP.

1.16 **“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 after entry of Final Judgment of that 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.

1.17 **“Escrow Account”** means the interest-bearing escrow account or accounts to be established by the Settlement Administrator for the California Settlement Fund, Nevada Settlement Fund, South Dakota Settlement Fund, Alabama Settlement Fund, Illinois Settlement Fund, Indiana Settlement Fund, and Ohio Settlement Fund. Each Escrow Account shall be established under terms acceptable to Plaintiffs and Defendants 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, Nevada Settlement Fund, South Dakota Settlement Fund, Alabama Settlement Fund, Illinois Settlement Fund, Indiana Settlement Fund, and Ohio 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.

1.18 **“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, Nevada Settlement Fund, South Dakota Settlement Fund, Alabama Settlement Fund, Illinois Settlement Fund, Indiana Settlement Fund, and Ohio Settlement Fund.

1.19 **“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 Classes for purposes of Settlement, approving the Settlement Agreement, and determining the Fee Award and service awards to the Class Representatives.

1.20 **“Final Approval Order”** means the final approval order to be entered by the Court confirming approval of the Settlement Classes 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.

1.21 **“Illinois Settlement Class”** means Kate Hoffower and all Illinois residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2020 and February 2022. Excluded from the Illinois Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, successors, predecessors, and any entity in which Defendants have 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 **“Illinois Settlement Class Representative”** means Plaintiff Kate Hoffower.

1.23 **“Illinois Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of \$501,975 (approximately 4.5% of the Illinois statutory damages minimum of \$1,000) for the benefit of the Illinois Settlement Class. This

amount shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary 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 Defendants into the Illinois Settlement Fund, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.24 **“Indiana Settlement Class”** means Reid Cooper and All Indiana residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022. Excluded from the Indiana Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, successors, predecessors, and any entity in which Defendants have 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 **“Indiana Settlement Class Representative”** means Plaintiff Reid Cooper.

1.26 **“Indiana Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of \$320,445.00 (approximately 4.5% of the Indiana statutory damages minimum of \$1,000) for the benefit of the Indiana Settlement Class. This amount shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary 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 Defendants into the Indiana Settlement Fund, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.27 **“Nevada Settlement Class”** means Mark Sessa and all Nevada residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2017 and February 2022. Excluded from the Nevada Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, successors, predecessors, and any entity in which Defendants have 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.

1.28 **“Nevada Settlement Class Representative”** means Plaintiff Mark Sessa.

1.29 **“Nevada Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of \$115,256.25 (approximately 4.5% of the Nevada statutory damages minimum of \$750) for the benefit of the Nevada Settlement Class. This amount shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary 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 Defendants into the Nevada Settlement Fund, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.30 **“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 5/2-803, and is substantially in the form of Exhibits B-D, attached hereto.

1.31 **“Notice Date”** means the date by which notice is to be provided, which shall be a date no later than thirty (30) days after entry of Preliminary Approval.

1.32 **“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.

1.33 **“Ohio Settlement Class”** means Dru Dominici and all Ohio residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2017 and February 2022. Excluded from the Ohio Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, successors, predecessors, and any entity in which Defendants have 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.

1.34 **“Ohio Settlement Class Representative”** means Plaintiff Dru Dominici.

1.35 **“Ohio Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of \$1,699,830.25 (approximately 4% of the Ohio statutory damages minimum of \$2,500) for the benefit of the Ohio Settlement Class. This amount shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary 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 Defendants into the Ohio Settlement Fund, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.36 **“Plaintiffs”** means, collectively, Kate Hoffower, Dru Dominici, Wilton Alderman, Tammy McAlpine Brown, Reid Cooper, Mark Sessa, and Gary Hall.

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

1.38 **“Released Claims”** means any and all past and present claims and causes of action, known or unknown, contingent or absolute, pleaded or that could have been pleaded, arising from or that are in any way related to Defendants’ use of Settlement Class Members’ names, contact information, job titles, places of work, education histories, cities of residence, photographs,

personas, or other personal or professional information, including any claims alleging the violation of any right of publicity laws in Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota.

1.39 **“Released Parties”** means Defendants and each of their respective parents, subsidiaries, predecessors, successors, insurers, reinsurers, assigns, affiliates, attorneys, agents, representatives, employees, directors, shareholders, officers, trustees, and administrators.

1.40 **“Releasing Parties”** means Plaintiffs and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns, and agents.

1.41 **“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.

1.42 **“Settlement Administrator”** means, subject to Court approval, Epiq Group, 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.

1.43 **“Settlement Classes”** means collectively the Alabama Settlement Class, the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, the South Dakota Settlement Class, and the Nevada Settlement Class.

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

1.45 **“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.

1.46 **“South Dakota Settlement Class”** means Gary Hall and all South Dakota residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022. Excluded from the South Dakota Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, successors, predecessors, and any entity in which Defendants have 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.

1.47 **“South Dakota Settlement Class Representative”** means Plaintiff Gary Hall.

1.48 **“South Dakota Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of \$7,830 (approximately 4.5% of the South Dakota statutory damages minimum of \$1,000) for the benefit of the South Dakota Settlement Class. This amount shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary Approval. From this South Dakota Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the South Dakota Settlement Class, (ii)

a proportional amount of the Settlement Administration Expenses, (iii) any service award to the South Dakota Settlement Class Representative, and (iv) any Fee Award. The South Dakota 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 Defendants into the South Dakota Settlement Fund, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

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

1.50 **“Unknown Claims”** means claims that could have been raised in the Action 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 released herein, but they agree that they have taken that possibility into account in reaching this Agreement, and that it is their intention to finally and forever settle and release the Released Claims, notwithstanding the discovery or existence of any such additional or different facts and 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) 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.

(b) Within forty-five (45) 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.

(c) 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.

(d) 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.

(e) To the extent that a check issued to a 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, if not practicable, in a manner as otherwise directed by the Court upon application made by counsel for the Parties.

## **2.2. Injunctive Relief.**

(a) In any revived version of the legacy website insideview.com, Defendants shall obscure information in any teaser “people” profiles of Settlement Class Members that are displayed to non-subscribers (*e.g.*, free users) and that invite the purchase of a subscription (*e.g.*, via the display of an “Upgrade to Pro” button on the profile) such that the teaser profiles do not precisely identify the specific person.

(b) In the event Plaintiffs’ counsel believes that Defendants have failed to satisfy their obligations under (a), Class Counsel shall provide notice to Defendants and allow at least sixty (60) days to cure.

## **3. RELEASE.**

Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, 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.** Defendants shall provide the Settlement Administrator a list of all names, email addresses, and city and state information, and telephone numbers, in their possession (to the extent Defendants have such information after a reasonable and diligent search) 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 C, 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) *Publication Notice.* The Settlement Administrator shall design and implement a publication notice plan directed at reaching any Settlement Class Members for whom direct notice via email or U.S. mail is impracticable or impossible.

(d) *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.



grounds for the objection; (f) all documents or writings that the person desires the Court to consider; (g) 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 (h) 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 *Hoffower et al. v. DemandBase, Inc. et al.*, Case No. 2025CH000014 (Circuit Court of LaSalle County, Illinois); (c) identify if the person seeking exclusion is a member of the Alabama Settlement Class, the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, the South Dakota Settlement Class, or the Nevada Settlement Class; (d) state the full name and current address of the person seeking exclusion; (e) be signed by the person(s)

seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. 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 *Hoffower et al. v. DemandBase, Inc. et al.*, Case No. 2025CH000014 (Circuit Court of LaSalle County, Illinois).” 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) receive a settlement payment 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.

## 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 Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendants' 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) receive exclusion forms and other requests from Settlement Class Members and promptly provide a copy of such requests to Class Counsel and Defendants' 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 Defendants' Counsel;

(b) provide weekly reports to Class Counsel and Defendants' 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;

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

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

(e) 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 Defendants nor Defendants’ Counsel make any representations regarding the tax treatment of the Escrow Account, State-Specific Settlement Funds or any portion thereof; and

(f) 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 Defendants 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.** Defendants will determine class size estimates to identify membership in the final Settlement Classes, applied across the time periods in the respective definitions of each of the Settlement Classes.

## 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) find that it has subject matter jurisdiction to approve this Settlement Agreement, including all attached exhibits;

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

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

(d) 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 the Illinois Code of Civil Procedure, the Due Process Clause of the United

States Constitution, and the rules of the Court;

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

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

(g) 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;

(h) 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

(i) 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.**



Settlement Class Representative; and five thousand dollars (\$5,000) 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 in the Illinois Code of Civil Procedure; 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 Defendants' 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(s), together with any earnings thereon at the same rate as earned, less any taxes paid or due, and less Settlement Administration Expenses actually incurred and paid or payable from the Settlement Fund(s), shall be returned to Defendants within thirty (30) calendar days after written notification of such event, in accordance with instructions provided by Defendants' 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 Defendants' 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 Defendants, 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 Defendants 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 Defendants, 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 Defendants' Counsel:**

R. Adam Lauridsen  
alauridsen@keker.com  
Cody Gray  
cgray@keker.com  
Keker, Van Nest & Peters LLP  
633 Battery Street  
San Francisco, CA 94111

[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.

**Tammy McAlpine Brown**, individually and on behalf  
of the Alabama Settlement Class,

Dated: 05 / 19 / 2025

By: 

**Wilton Alderman**, individually and on behalf of the  
California Settlement Class,

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

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

**Kate Hoffower**, individually and on behalf of the  
Illinois Settlement Class,

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

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

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

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

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

**Mark Sessa**, individually and on behalf of the Nevada  
Settlement Class,

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

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

**Dru Dominici**, individually and on behalf of the Ohio  
Settlement Class,

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

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

**Gary Hall**, individually and on behalf of the South  
Dakota Settlement Class,

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

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

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Dated: 05 / 19 / 2025

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

**Kate Hoffower**, individually and on behalf of the Illinois Settlement Class,

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

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

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

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

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

**Mark Sessa**, individually and on behalf of the Nevada Settlement Class,

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

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

**Dru Dominici**, individually and on behalf of the Ohio Settlement Class,

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

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**Gary Hall**, individually and on behalf of the South Dakota Settlement Class,

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

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

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

**Kate Hoffower**, individually and on behalf of the Illinois Settlement Class,

Dated: 05 / 20 / 2025

By: Kate Hoffower

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

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

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

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

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

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

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

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

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

**Kate Hoffower**, individually and on behalf of the  
Illinois Settlement Class,

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

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

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Dated: 05 / 19 / 2025

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

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

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

**Dru Dominici**, individually and on behalf of the Ohio  
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Dated: \_\_\_\_\_

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

**Gary Hall**, individually and on behalf of the South  
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Dated: \_\_\_\_\_

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

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

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Settlement Class,

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

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

**Mark Sessa**, individually and on behalf of the Nevada  
Settlement Class,

Dated: 05 / 23 / 2025

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

**Dru Dominici**, individually and on behalf of the Ohio  
Settlement Class,

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

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

**Gary Hall**, individually and on behalf of the South  
Dakota Settlement Class,

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

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

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

**Mark Sessa**, individually and on behalf of the Nevada Settlement Class,

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

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

**Dru Dominici**, individually and on behalf of the Ohio Settlement Class,

Dated: 05 / 19 / 2025

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

**Gary Hall**, individually and on behalf of the South Dakota Settlement Class,

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

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

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

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

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

**Dru Dominici**, individually and on behalf of the Ohio Settlement Class,

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

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

**Gary Hall**, individually and on behalf of the South Dakota Settlement Class,

Dated: 05 / 19 / 2025

By: *Gary Eugene Hall*

**STRAUSS BORRELLI PLLC**

Attorneys for Plaintiffs

Dated: 05 / 27 / 2025

By: *Raina Borrelli*

**MORGAN & MORGAN**

Attorneys for Plaintiffs

Dated: 05 / 27 / 2025

By: *M Ram*

**THE LAW OFFICE OF BENJAMIN R. OSBORN  
PLLC**

Attorneys for Plaintiffs

Dated: 05 / 27 / 2025

By: *Benjamin R. Osborn*

**DEMANDBASE, INC.**

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

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

Its: \_\_\_\_\_

**INSIDEVIEW TECHNOLOGIES, INC.**

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

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

Its: \_\_\_\_\_

**KEKER, VAN NEST & PETERS LLP**

Attorneys for Defendant

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

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

**STRAUSS BORRELLI PLLC**  
Attorneys for Plaintiffs

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

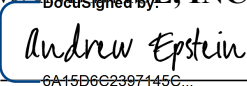
**MORGAN & MORGAN**  
Attorneys for Plaintiffs

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

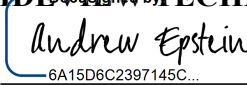
**THE LAW OFFICE OF BENJAMIN R. OSBORN PLLC**  
Attorneys for Plaintiffs

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

**DEMANDBASE, INC.**

Dated: May 19, 2025 | 3:41 PM PDT By:  \_\_\_\_\_  
General Counsel  
Its: \_\_\_\_\_

**INSIDEVIEW TECHNOLOGIES, INC.**

Dated: May 19, 2025 | 3:41 PM PDT By:  \_\_\_\_\_  
General Counsel  
Its: \_\_\_\_\_

**KEKER, VAN NEST & PETERS LLP**  
Attorneys for Defendant

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

**STRAUSS BORRELLI PLLC**  
Attorneys for Plaintiffs

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

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

**MORGAN & MORGAN**  
Attorneys for Plaintiffs

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

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

**THE LAW OFFICE OF BENJAMIN R. OSBORN  
PLLC**  
Attorneys for Plaintiffs

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

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

**DEMANDBASE, INC.**

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

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

Its: \_\_\_\_\_

**INSIDEVIEW TECHNOLOGIES, INC.**

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

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

Its: \_\_\_\_\_

**KEKER, VAN NEST & PETERS LLP**  
Attorneys for Defendant

Dated: 5/27/2025

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

# — EXHIBIT A —

Portland, OR 972[xx-xxxx]

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**PART TWO: ATTESTATION UNDER PENALTY OF PERJURY**

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I declare under penalty of perjury under the laws of the United States of America that: (i) I am a Settlement Class Member as defined in the Court-approved Settlement Agreement; I am a resident of either the state of Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota, am not a registered user of InsideView or Demandbase, and received notice that my InsideView “people” profile was viewed by a free user without my consent during the time period in the respective definition of my Settlement Class; (ii) all of the information on this Claim Form is true and correct to the best of my knowledge; and (iii) I am authorized to submit this Claim Form and have not assigned or transferred any rights, claims, or remedies I may be entitled to as a Settlement Class Member in this settlement. I understand that my Claim Form may be subject to audit, verification, and Court review.

Signature

Date: 

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**Please keep a copy of your Claim Form for your records.**

# — EXHIBIT B —

*Insideview Right-to-Publicity Settlement*  
Settlement Administrator  
PO Box [XXXX]  
Portland, OR 972[xx-xxxx]

**LEGAL NOTICE ONLY TO BE OPENED  
BY THE INTENDED RECIPIENT**

Court-Approved Legal Notice

*Hoffower et al. v. DemandBase, Inc. et  
al.*, Case No. 2025CH000014 (Circuit  
Court of LaSalle County, Illinois)

**If you were a resident of certain**

**U.S. states who was not a  
registered user of InsideView  
or Demandbase whose  
InsideView “people” profile  
was viewed by a free user, you  
may be entitled to benefits from  
a settlement.**

*A Court has authorized this notice.  
This is not a solicitation from a lawyer.*

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[www.xxxxxxx.com]

1-[xxx-xxx-xxxx]

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<<NAME 1>>  
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A settlement has been reached in a class action lawsuit between residents of certain U.S. States against Demandbase, Inc. and Insideview Technologies, Inc. ("Defendants") alleging that Defendants' use of consumers' names, contact information, job titles, places of work, education histories, cities of residence, and other personal information to encourage individuals to purchase subscriptions to Defendants' database without their consent violated right-of-publicity statutes in Alabama, California, Illinois, Indiana, Nevada, Ohio, and South Dakota. Defendants deny that they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

**Who is Included?** You are a [STATE] Settlement Class Member if you are not a registered user of InsideView or Demandbase and your InsideView "people" profile was viewed by a free user without your consent between [DATES].

**What does the Settlement Provide?** If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible for a payment of an equal, or *pro rata*, share of [STATE] Settlement Fund, after payment of Settlement Administration Expenses, the Fee Award, and any service award to that Settlement Class's respective Class Representative(s).

The Settlement also requires injunctive relief. In any revived version of the legacy website insideview.com, Defendants shall obscure information in any teaser "people" profiles of Settlement Class Members that are displayed to non-subscribers (e.g., free users) and that invite the purchase of a subscription (e.g., via the display of an "Upgrade to Pro" button on the profile) such that the teaser profiles do not precisely identify the specific person.

#### **How do I get a Settlement payment?**

If you are a Settlement Class Member, you must submit a timely and valid Claim Form if you want to receive a Settlement payment. Your Claim Form must be submitted online at [www.xxxxxxxx.com] by [CLAIM DEADLINE] or mailed to the Settlement Administrator at the address on the Claim Form, postmarked by [CLAIM DEADLINE].

**Other Options.** If you do not want to remain in the Settlement Class, you must opt-out no later than [DATE]. If you do not opt-out, you will give up the right to sue and will release the Defendants and Released Parties from the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement by [DATE]. The Long Form Notice on the Settlement Website has instructions on how to opt-out or object. If you do nothing, you will get no Settlement payment (aside from Defendants' business practice changes), and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on [DATE], to consider whether to approve the Settlement, Class Counsel's attorneys'

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fees request of up to 35% of each State-Specific Settlement Fund, as well as any objections to the Settlement. If you timely object, you or your lawyer may attend and ask to appear at the hearing, but you are not required to do so.

**This notice is a summary. Learn more about the Settlement at [www.xxxxxxxx.com](http://www.xxxxxxxx.com), or by calling toll free 1-[xxx-xxx-xxxx].**

Unique ID: <<UNIQUE ID>>

PIN: <<PIN>>

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Signature:

Date (MM/DD/YY):

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PLACE  
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SETTLEMENT ADMINISTRATOR  
PORTLAND OR 97208-2648

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# — EXHIBIT C —

**If you were a resident of [STATE] who was not a registered user of InsideView or Demandbase whose InsideView “people” profile was viewed by a free user, you may be entitled to benefits from a settlement.**

*A court has authorized this Notice. This is not a solicitation from a lawyer.*

Use your Claim ID Number <<UniqueID>> and PIN <<PIN>> to file a claim online [here](#).

**What is this About?** A settlement has been reached in a class action lawsuit between residents of certain U.S. States against Demandbase, Inc. and Insideview Technologies, Inc. (“Defendants”) alleging that Defendants’ use of consumers’ names, contact information, job titles, places of work, education histories, cities of residence, and other personal information to encourage individuals to purchase subscriptions to Defendants’ database without their consent violated right-of-publicity statutes in Alabama, California, Illinois, Indiana, Nevada, Ohio, and South Dakota. Defendants deny that they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

**Who is included?** You received this email because our records indicate that you are included in the Settlement. You are a [STATE] Settlement Class Member if you are not a registered user of InsideView or Demandbase and your InsideView “people” profile was viewed by a free user without your consent between [DATES].

**What does the Settlement Provide?** As a Settlement Class Member, you can file a Claim to receive a payment of an equal, or *pro rata*, share of [STATE] Settlement Fund, after payment of Settlement Administration Expenses, the Fee Award, and any service award to that Settlement Class’s respective Class Representative(s).

The Settlement also requires injunctive relief. In any revived version of the legacy website insideview.com, Defendants shall obscure information in any teaser “people” profiles of Settlement Class Members that are displayed to non-subscribers (e.g., free users) and that invite the purchase of a subscription (e.g., via the display of an “Upgrade to Pro” button on the profile) such that the teaser profiles do not precisely identify the specific person.

**How To Get Benefits.** you must submit a timely and valid Claim Form if you want to receive a Settlement payment. Your Claim Form must be submitted online at [www.xxxxxxxxxx.com] by **[CLAIM DEADLINE]** or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by [CLAIM DEADLINE]**.

**Your Other Options.** If you do not want to remain in the Settlement Class, you must opt-out no later than [DATE]. If you do not opt-out, you will give up the right to sue and will release the Defendants and Released Parties from the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement by [DATE]. The [Long Form Notice](#) on the Settlement Website has instructions on how to opt-out or object. If you do nothing, you will get no Settlement payment (aside from Defendants’ business practice changes), and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on [DATE], to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees request of up to 35% of each State-Specific Settlement Fund, as well as any objections to the

Settlement. If you timely object, you or your lawyer may attend and ask to appear at the hearing, but you are not required to do so.

For more information, visit [[www.xxxxxxxx.com](http://www.xxxxxxxx.com)]. You may also call 1-[xxx-xxx-xxxx].

# — EXHIBIT D —

**If you were a resident of Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota who was not a registered user of InsideView or Demandbase whose InsideView “people” profile was viewed by a free user, you may be entitled to benefits from a settlement.**

*A court has authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit between residents of certain U.S. States against Demandbase, Inc. and InsideView Technologies, Inc. (“Defendants”) alleging that Defendants’ use of consumers’ names, contact information, job titles, places of work, education histories, cities of residence, and other personal information to encourage individuals to purchase subscriptions to Defendants’ database without their consent violated right-of-publicity statutes in Alabama, California, Illinois, Indiana, Nevada, Ohio, and South Dakota. Defendants deny that they violated any law. The Court has not decided who is right or wrong.
- If you received a notice of the Settlement in the mail or by email, our records indicate that you are included in the Settlement, and you may submit a claim form online or by mail to receive a payment. The Settlement Classes include residents of Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user without their consent between certain dates.
- If the Court approves the Settlement, members of the Settlement Classes who submit a valid claim will receive an equal, or *pro rata*, share of their respective state Settlement Fund, after payment of Settlement Administration expenses, attorneys’ fees and costs, and any service award to their state Settlement Class Representative(s).
- Defendants have also agreed to implement certain changes in business practices. In any revived version of the legacy website insideview.com, Defendants shall obscure information in any teaser “people” profiles of Settlement Class Members that are displayed to non-subscribers (*e.g.*, free users) and that invite the purchase of a subscription (*e.g.*, via the display of an “Upgrade to Pro” button on the profile) such that the teaser profiles do not precisely identify the specific person.

**This Notice may affect your rights. Please read it carefully.**

| Your Legal Rights and Options   |                                                                                                                                                                                                                                                                       | Deadline                                        |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>SUBMIT A CLAIM FORM</b>      | If you are a member of the Settlement Classes, the only way to get a Settlement payment is to submit a timely and valid Claim Form.                                                                                                                                   | Submit online or Postmark by: [MONTH, DD, 20YY] |
| <b>EXCLUDE YOURSELF</b>         | If you are a member of the Settlement Classes, you will get no Settlement payment if you exclude yourself. You will keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit that are released by the Settlement. | Postmarked by: [MONTH, DD, 20YY]                |
| <b>OBJECT TO THE SETTLEMENT</b> | Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.                                                                                                               | Postmarked by: [MONTH, DD, 20YY]                |
| <b>DO NOTHING</b>               | Get no Settlement payment. Give up your legal rights.                                                                                                                                                                                                                 |                                                 |

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
  - The Court must decide whether to approve the Settlement and the requested attorneys’ fees, costs, and
- Questions? Go to [www.xxxxxxxx.com] or call 1-[xxx-xxx-xxxx]**



Settlement Class Members because of the benefits available to Settlement Class Members and the risks and uncertainty associated with continuing the lawsuit.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you are in one of the groups below:

Alabama Settlement Class: All Alabama residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022

California Settlement Class: All California residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022.

Illinois Settlement Class: All Illinois residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2020 and February 2022.

Indiana Settlement Class: All Indiana residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022.

Nevada Settlement Class: All Nevada residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2017 and February 2022.

Ohio Settlement Class: All Ohio residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2017 and February 2022.

South Dakota Settlement Class: All South Dakota residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022.

### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Classes are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, successors, predecessors, and any entity in which Defendants have 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.

### 7. What if I am still not sure whether I am part of the Settlement?

**Questions? Go to [\[www.xxxxxxxx.com\]](http://www.xxxxxxxx.com) or call 1-[xxx-xxx-xxxx]**

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.xxxxxxxxxx.com] or call the Settlement Administrator's toll-free number at 1-[xxx-xxx-xxxx].

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible for a payment of an equal portion, or *pro rata*, share of your 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(s). The settlement creates seven state-specific Settlements Funds in the following amounts: Alabama, \$325,575.00; California, \$729,088.50; Illinois, \$501,975.00; Indiana, \$320,445.00; Nevada, \$115,256.25; Ohio, \$1,699,830.25; and South Dakota, \$7,830.00.

**Injunctive Relief:** Under the Settlement, in any revived version of the legacy website insideview.com, Defendants shall obscure information in any teaser "people" profiles of Settlement Class Members that are displayed to non-subscribers (e.g., free users) and that invite the purchase of a subscription (e.g., via the display of an "Upgrade to Pro" button on the profile) such that the teaser profiles do not precisely identify the specific person.

### 9. What am I giving up to receive Settlement Class Member benefits or stay in the Settlement Class?

If you are a Settlement Class Member, unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendants or any of the Released Parties relating to the claims in the lawsuit. The specific rights you are giving up are called "Released Claims" and are described under Question 10 below.

### 10. What are the Released Claims?

The Released Claims for Settlement Class Members include any and all past and present claims and causes of action, known or unknown, contingent or absolute, pleaded or that could have been pleaded, arising from or that are in any way related to Defendants' use of Settlement Class Members' names, contact information, job titles, places of work, education histories, cities of residence, photographs, personas, or other personal or professional information, including any claims alleging the violation of any right of publicity laws in Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

**Questions? Go to [www.xxxxxxxxxx.com] or call 1-[xxx-xxx-xxxx]**

## 11. How do I get a Settlement payment?

If you are a Settlement Class Member, you must submit a timely and valid Claim Form if you want to receive a Settlement payment.

Your Claim Form must be submitted online at [www.xxxxxxxxxxx.com] by **[CLAIM DEADLINE]**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **[CLAIM DEADLINE]**. Claim Forms are also available on the Settlement Website at [www.xxxxxxxxxxx.com], by calling 1-[xxx-xxx-xxxx] or by writing to:

*Insideview Right-to-Publicity Settlement*  
Settlement Administrator  
[PO BOX NUMBER]  
Portland, OR 972[xx-xxxx]

## 12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Insideview Right-to-Publicity Settlement*  
Settlement Administrator  
[PO BOX NUMBER]  
Portland, OR 972[xx-xxxx]

## 13. When will I receive my Settlement payment?

If you are a Settlement Class Member and you file a timely and valid Claim Form, Settlement payments will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.xxxxxxxxxxx.com] for updates.

## THE LAWYERS REPRESENTING YOU

## 14. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Sam Strauss, Raina Borrelli, and Brittany Resch of Strauss Borrelli PLLC, Michael Ram of Morgan & Morgan, and Benjamin Osborn of the Law Office of Benjamin R. Osborn PLLC as Class Counsel to represent you and the Settlement Classes for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

## 15. How will Class Counsel be paid?

**Questions? Go to [www.xxxxxxxxxxx.com] or call 1-[xxx-xxx-xxxx]**

Class Counsel will file a motion asking the Court to award the attorneys' fees and unreimbursed costs of up to 35% of each State-Specific Settlement Fund. Class Counsel will also ask the Court to approve service awards for the Class Representatives of \$5,000 each for their efforts in achieving the Settlement. Each service award, as determined by the Court, shall be paid from their respective State-Specific Settlement Fund. The Court may award less than these amounts.

## OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendants or any of the Released Parties on your own based about the legal claims in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

### 16. How do I opt-out of the Settlement?

If you are a Settlement Class Member and you want to exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) The name of the case: *Hoffower et al. v. DemandBase, Inc. et al.*, Case No. 2025CH000014 (Circuit Court of LaSalle County, Illinois);
- 2) The State-specific Settlement Class you are seeking exclusion from (the Alabama Settlement Class, the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, the South Dakota Settlement Class, or the Nevada Settlement Class);
- 3) Your full name and current address;
- 4) Your personal physical signature; and
- 5) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement in the *Insideview Right-to-Publicity Settlement*.”

The exclusion request must be mailed or emailed (as a signed attachment) to the Settlement Administrator.

If mailed, the exclusion request must be sent to the following address and be **postmarked** by **[DEADLINE]**:

*Insideview Right-to-Publicity Settlement*  
Settlement Administrator  
[PO BOX NUMBER]  
Portland, OR 972[xx-xxxx]

If emailed, the exclusion request must be physically signed (digital signatures will not be accepted) and sent as an attachment to [exclusions@xxxxxxxxxxx.com](mailto:exclusions@xxxxxxxxxxx.com) no later than **[DEADLINE]**.

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 listed above.

### 17. If I opt-out, can I still get anything from the Settlement?

**Questions? Go to [www.xxxxxxxxxx.com] or call 1-[xxx-xxx-xxxx]**

If you opt-out, you will not be entitled to receive a Settlement payment, and you will not be bound by the Settlement or any judgments in this lawsuit

#### 18. If I do not opt-out, can I sue the Defendants for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves.

### OBJECTING TO THE SETTLEMENT

#### 19. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement.

To object, you must send timely written notice as provided below no later than **[DATE]**, by U.S. mail to the Clerk of the Court, Class Counsel, Defendants' Counsel and the Settlement Administrator postmarked by **[DATE]**, stating you object to the Settlement in *Hoffower et al. v. DemandBase, Inc. et al.*, Case No. 2025CH000014 (Circuit Court of LaSalle County, Illinois).

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name and current address;
- 2) The case name *Hoffower et al. v. DemandBase, Inc. et al.*, Case No. 2025CH000014 (Circuit Court of LaSalle County, Illinois);
- 3) A statement that you believe yourself to be a member of the Alabama Settlement Class, the California Settlement Class, the Illinois Settlement Class, the Indiana Settlement Class, the Ohio Settlement Class, the South Dakota Settlement Class, or the Nevada Settlement Class;
- 4) Whether the objection applies only to you, to a specific subset of your respective class, or to the entirety of your class;
- 5) The specific grounds for the objection;
- 6) All documents or writings that you want the Court to consider;
- 7) 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;
- 8) 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); and
- 9) Your signature as the objector (an attorney's signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be mailed to the Clerk of Court, Class Counsel, Defendants' Counsel, and the Settlement Administrator **postmarked by [DATE]**, at the following addresses:

| COURT | CLASS COUNSEL | DEFENDANTS' COUNSEL | SETTLEMENT ADMINISTRATOR |
|-------|---------------|---------------------|--------------------------|
|-------|---------------|---------------------|--------------------------|

**Questions? Go to [www.xxxxxxxx.com] or call 1-[xxx-xxx-xxxx]**

|                                                                            |                                                                                                    |                                                                                                                    |                                                                                                                                  |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Clerk of Court<br><u>119 W. Madison St</u><br>Room 201<br>Ottawa, IL 61350 | Raina Borrelli<br>Strauss Borrelli PLLC<br>980 N. Michigan Ave,<br>Suite 1610<br>Chicago, IL 60611 | R. Adam Lauridsen<br>Cody Gray<br>Keker, Van Nest &<br>Peters LLP<br>633 Battery St,<br>San Francisco, CA<br>94111 | <i>Insideview Right-to-<br/>Publicity Settlement</i><br>Settlement Administrator<br>[PO BOX NUMBER]<br>Portland, OR 972[xx-xxxx] |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

## 20. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

## THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on [DATE], at [TIME] [a.m./p.m.] before the Honorable [JUDGE] at the [COURTHOUSE], [COURT ADDRESS], [CITY], [STATE] [ZIP]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards to the Class Representatives.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.xxxxxxxxxx.com] to confirm the date and time of the Final Approval Hearing has not changed.

## 22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

## 23. May I speak at the Final Approval Hearing?

**Questions? Go to [www.xxxxxxxxxx.com] or call 1-[xxx-xxx-xxxx]**

Yes, as long as you do not exclude yourself (opt-out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 19 above—and specifically include a statement as to whether you and your counsel will appear at the Final Approval Hearing.

## IF YOU DO NOTHING

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

If you are a Settlement Class Member and you do nothing, you will not receive Settlement payment, and you will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement.

## GETTING MORE INFORMATION

### 25. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.xxxxxxxxxx.com]. You may get additional information at [www.xxxxxxxxxx.com], by calling toll-free 1-[xxx-xxx-xxxx], or by writing to:

*Insideview Right-to-Publicity Settlement*  
Settlement Administrator  
[PO BOX NUMBER]  
Portland, OR 972[xx-xxxx]

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S  
CLERK OFFICE REGARDING THIS NOTICE.**

**Questions? Go to [www.xxxxxxxxxx.com] or call 1-[xxx-xxx-xxxx]**

**— EXHIBIT E —**



Approval Hearing on [DATE], to consider whether to approve the Settlement, Class Counsel's attorneys' fees request of up to 35% of each State-Specific Settlement Fund, as well as any objections to the Settlement. If you timely object, you or your lawyer may attend and ask to appear at the hearing, but you are not required to do so.

For more information, visit [www.xxxxxxxx.com]. You may also call 1-[xxx-xxx-xxxx].