

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

**KATE HOFFOWER, DRUE 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

Judge Jason Helland

**DECLARATION OF RAINA C. BORRELLI IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES, LITIGATION EXPENSES,
AND SERVICE AWARDS**

I, Raina Borrelli, hereby declare as follows:

1. I am over the age of 18, I have personal knowledge of the facts stated in this Declaration and, if called to testify, I could and would testify to the matters stated herein.

2. I am a partner at Strauss Borrelli PLLC, counsel of record for Plaintiffs. I have personal knowledge of the facts set forth in this declaration. I am submitting this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Litigation Expenses, and Service Awards.

3. Prior plaintiff Amos Gbeintor filed suit against Defendants in the Northern District of California on December 8, 2021, asserting claims under California's right of publicity statutes. *Gbeintor v. DemandBase, Inc.*, 4:21-cv-09470-HSG, Dkt. 1 (N.D. Cal. filed Dec. 8, 2021). After significant litigation, including amendment to add additional named Plaintiffs with claims under Ohio's right of publicity statute (*id.*, Dkt. 30), full briefing on Defendant's motion to dismiss (*id.* Dkt. 31), and the resolution of an appeal to the Ninth Circuit in a related case, the Parties agreed to pursue mediation.

4. This Settlement came about as a result of protracted arm's length negotiations, including a full-day mediation under the supervision of an experienced mediator, Magistrate Judge Jay C. Ghandi.

5. The Parties reached a settlement as a result of the mediation and signed a term sheet outlining the broad terms of a settlement.

6. The Parties spent the following months finalizing the written settlement agreement detailing terms of the multi-state Settlement now before this court.

7. Plaintiffs voluntarily dismissed the complaint in *Gbeintor* and filed a new complaint in this Court encompassing all claims that are resolved by the Settlement.

8. Plaintiffs' counsel prepared and filed a motion for preliminary approval of the Parties' Settlement on June 6, 2025.

9. The Court granted the preliminary approval motion on June 17, 2025.

10. Since preliminary approval was granted, Plaintiffs' counsel has worked to execute the Court-approval Class notice program and administer the Settlement and claims process.

11. This work will continue through and beyond final approval of the Settlement.

12. Under the Settlement Agreement, Class Counsel may seek up to 35% of the Settlement Fund (\$1,295,000) in attorneys' fees and litigation expenses. *See* S.A. ¶ 7.1.1. Class Counsel's litigation expenses total \$35,379.89 includes mediation costs, filing fees, service fees, and expenses and travel. These expenses were advanced by Plaintiffs' Counsel and necessary to adequately prosecute the interests of the Class. These expenses consist substantially of costs associated with mediation.

Plaintiffs' Claims Carried Substantial Risk

13. Despite knowing the risks, Class Counsel took on this case, worked this case, and even undertook significant financial risk, without upfront payment and without guarantee of payment. In addition to attorney time spent on the case, Class Counsel also advanced \$35,379.89 in out-of-pocket expenses without guarantee of repayment.

14. Had this case advanced through class certification, these expenses would have increased exponentially, and Class Counsel would have been required to advance those expenses as well—potentially for several years of litigation through final judgment and appeals.

15. Defendant would have contested class certification, and Plaintiffs would have faced serious risks even before getting to that stage. Defendant most certainly would have sought summary judgment, as well as engaged in extensive and protracted discovery.

16. Class Counsel have undertaken this case on a contingency fee basis, have not received any payment for their work in this case to date, and have not been reimbursed for any of their litigation expenses. Furthermore, due to accepting representation of Plaintiffs in this matter and pursuing the case on behalf of the Settlement Class, Class Counsel were precluded from working on certain other class action cases.

17. Class Counsel have endeavored to limit expenses wherever possible. Class Counsel's litigation expenses to date are relatively minimal and reasonable. Class Counsel's expenses of \$35,379.89 primarily include mediation fees paid to Judge Ghandi and filing fees. These fees are reasonable because each expense was incurred in the prosecution of this litigation.

18. Class Counsel will continue to expend substantial additional time and other minimal expenses to protect the Class's interest through the Final Approval Hearing and throughout settlement administration.

The Settlement Was the Result of Arm's-Length Negotiations Between the Parties After a Significant Exchange of Information

19. Considerable skill and experience were required to bring this action to a successful conclusion.

20. The case required investigation of factual circumstances, the ability to develop creative legal theories, and the skill to respond to a host of legal defenses.

21. Class Counsel undertook the large responsibility of funding this case, without any assurance that they would recover those costs.

22. Class Counsel not only took on the obligation to act on behalf of the Plaintiffs, but also the class as a whole.

23. Class Counsel worked with Defendant's Counsel to gather critical information in advance of the mediation, including information pertaining to the size and scope of the putative

class. The Parties also engaged in pre-mediation discovery and exchanged detailed mediation statements airing their respective legal arguments.

24. On September 16, 2024, the Parties participated in a mediation with Judge Ghandi, which ultimately resulted in an agreement. Through the undertaking of a thorough investigation, informal discovery, and substantial arm's-length negotiations, Class Counsel obtained a settlement that provides a real and significant monetary benefit to the Class.

25. Since that time, Class Counsel have successfully moved for preliminary approval, are submitting an application for attorneys' fees and costs, and are diligently monitoring the notice program and claims administration process.

26. Settlement Class Counsel have substantial experience in complex class action litigation—with a particular expertise in right of publicity litigation.

27. Settlement Class Counsel have successfully litigated and settled similar cases across the country and, in this case, have been challenged by highly experienced and skilled counsel who deployed very substantial resources on Defendant's behalf.

28. Defendant is represented by highly experienced attorneys who have made clear that, absent a settlement, they were prepared to continue their vigorous defense of this case and oppose class certification. Even assuming a class was certified, and summary judgment was defeated, the case would have moved to pretrial briefing, a pretrial conference, and then a jury trial, which would have been costly, time-consuming, and very risky for Class Members.

29. In my judgment and based on my years of experience in class action litigation, the number of hours expended and the services performed by Class Counsel, were reasonable and necessary for Class Counsel's collective representation of Plaintiffs and the Class. Our firms

invested substantial time, effort, and resources into the litigation of this risky and uncertain case with no guarantee or promise of return on our investments.

Service Awards

30. A service award of \$5,000 for each of the seven Settlement Class Representatives is appropriate here.

31. The Settlement Agreement also calls for reasonable service awards to Settlement Class Representatives in the amount of \$5,000.00 each, subject to approval of the Court, in addition to any benefits provided to Class Members. The service awards are meant to recognize Settlement Class Representatives for their substantial efforts on behalf of the Class, including assisting in the investigation of the case and the drafting of the complaint, maintaining contract with Class Counsel, reviewing the pleadings, answering Class Counsel's many questions, communicating with Class Counsel during and following the Settlement negotiations, and reviewing the terms of the Settlement Agreement. Plaintiffs also put their personal reputations at risk by being named in the Consolidated Class Action Complaint and by putting themselves forward for public scrutiny. Settlement Class Representatives were not promised a service award, nor did they condition their representation on the expectation thereof. Accordingly, the \$5,000.00 Settlement Class Representative Service Awards to each Settlement Class Representative are reasonable given their efforts on behalf of the Class in this matter.

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct.

Dated: September 15, 2025

By: /s/ Raina C. Borrelli
Raina C. Borrelli
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Attorneys for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

I, Samuel J. Strauss, hereby certify that on September 15, 2025, I electronically filed the foregoing with the Clerk of the Court using the Odyssey eFileIL system, which will send notification of such filing to counsel of record.

DATED this 15th day of September, 2025.

STRAUSS BORRELLI PLLC

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