

**IN THE CIRCUIT COURT OF COOK 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

Judge Jason Helland

EFILED  
10/21/2025  
KQ  
Greg Vaccaro  
13th Judicial Circuit  
La Salle County, IL

**~~PROPOSED~~ ORDER GRANTING MOTION FOR  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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

**IT IS HEREBY ORDERED** that:

1. The Settlement Agreement, including the proposed notice plan and forms of notice to the Classes, the appointment of Plaintiffs Kate Hoffower, Dru Dominici, Wilton Alderman, Tammy McAlpine Brown, Reid Cooper, Mark Sessa, and Gary Hall as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Classes, Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Settlement Administrator, the various forms of Class relief provided

under the terms of the settlement, and the proposed method of distribution of Settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court does hereby finally approve and certify, for settlement purposes, the following Classes:

**Ohio Settlement Class:** 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.<sup>1</sup>

**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.

**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.

**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.

**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.

**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.

**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.

3. For purposes of settlement, based on the information provided: the Settlement Classes are ascertainable; each of the Settlement Classes satisfy numerosity; there are common questions of law and fact, including whether Defendants violated each state’s right of publicity

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<sup>1</sup> The time frames in each Settlement Class account for the various statutes of limitation applicable under the relevant states’ laws.

law by using Settlement Class Members' names, identifying information, and identities on Defendants' website to advertise paid subscriptions; the proposed Class Representatives' claims are typical in that they are members of the respective state Classes and allege that they have been harmed by the same conduct as the other members of the relevant state-specific Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Classes; questions of law and fact common to members of the Classes predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court finally certifies the Settlement Classes, as defined above and in the Preliminary Approval Order, pursuant to 735 ILCS 5/2-801.

5. The Court appoints Plaintiffs Kate Hoffower (Illinois), Dru Dominici (Ohio), Wilton Alderman (California), Tammy McAlpine Brown (Alabama), Reid Cooper (Indiana), Mark Sessa (Nevada), and Gary Hall (South Dakota) as the Class Representative for the corresponding state-specific Settlement Class.

6. The Court appoints Samuel J. Strauss, Raina C. Borrelli, and Brittany Resch of Strauss Borrelli, Benjamin Osborn of The Law Office of Benjamin Osborn, and Michael Ram of Morgan & Morgan as Class Counsel for the Classes.

7. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

8. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for compensation,

which will be evaluated by the Settlement Administrator.

- b. All Notice and Claims Administration Costs to be paid out of the Settlement Fund.
- c. A Court-approved amount for attorneys' fees and costs not to exceed 35% of each State-Specific Settlement Fund, to be paid out of the Settlement Fund.
- d. Service Awards to each Class Representative in an amount not to exceed \$5,000 per representative to be paid out of the Settlement Fund.

9. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to effectuate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

10. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

11. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to 735 ILCS 5-2/801 and constitutes Due Process under the U.S. and Illinois Constitutions.

12. The deadline for Settlement Class Members to object to, or to exclude themselves from the Settlement has passed.

13. No objections were filed by Settlement Class Members.

14. All Settlement Class Members who have not objected to the Settlement Agreement

in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

15. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

16. Pursuant to the Settlement Agreement, Defendants and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

17. Pursuant to the Settlement Agreement, Plaintiffs and Settlement Class Members release claims against Defendants and all Released Parties as defined in the Settlement Agreement.

18. The Release shall not include the right of any Settlement Class Member, Plaintiffs' counsel, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of any persons who have timely and validly requested exclusion from the Settlement Class.

19. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendants or any Released Parties with respect to the Released Claims.

20. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement)

in which any of the Released Claims is asserted.

21. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, coborrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Parties”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

22. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.

23. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be

dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.

24. As of the Effective Date, the Released Parties are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendants or other Released Parties may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

25. As of the Effective Date, the Released Parties are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

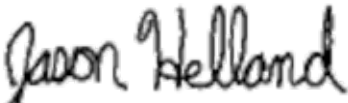
26. Plaintiffs' motion for attorneys' fees and costs of \$1,295,000.00 and for service awards of \$5,000 to each Plaintiff is granted.

27. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

28. This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and

the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

As of **IT IS SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

 10/21/2025  

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**Judge Jason Helland**