

**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

EFILED  
6/17/2025  
KQ  
Greg Vaccaro  
13th Judicial Circuit  
La Salle County, IL

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”) between Kate Hoffower, Dru Dominici, Wilton Alderman, Tammy McAlpine Brown, Reid Cooper, Mark Sessa, and Gary Hall (collectively, “Plaintiffs”), individually and on behalf of the state-specific Classes (as defined below), and Demandbase, Inc., and InsideView Technologies, Inc. (collectively, “Defendants”), as set forth in the Settlement Agreement between the Parties, attached as **Exhibit 1** to the Declaration of Raina C. Borrelli in Support of Plaintiff’s Motion for Preliminary Approval, and the Court having duly considered the papers and arguments of counsel, the Court hereby **GRANTS** this Motion and **ORDERS** as follows:

## **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

1. Unless defined herein, all capitalized terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has subject matter jurisdiction of the Action and over all claims raised therein and all Parties thereto, including the Settlement Class.

3. This Order is based on 735 ILCS 5/2-801-806.

4. Plaintiffs allege that Defendants owned and operated the website www.insideview.com (“InsideView”). Dkt. 1 (“Complaint”), ¶1. Plaintiffs allege that InsideView sold access to information about individuals, *id.*, ¶¶2-8, including unique identifying information such as name, city of residence, phone number, place of work, job title, and educational history. *Id.*, ¶36. Plaintiffs allege that using individuals’ identifying information to market the InsideView subscription database and service without first obtaining their consent violated the right of publicity laws of Illinois, California, Ohio, Indiana, Nevada, South Dakota, and Alabama.

5. 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). On April 1, 2022, Plaintiffs filed an amended complaint adding two additional named plaintiffs, Wilton Alderman and Dru Dominici, and adding claims under Ohio’s right of publicity statute. *Id.*, Dkt. 30.

6. Defendants deny Plaintiffs’ allegations, causes of action, and claims.

7. Beginning in March 2024, the Parties began discussing potential resolution. Defendants expressed interest in reaching a settlement that would resolve not only the claims of

Californians and Ohioans, but also the claims of citizens of other states with relevant right of publicity statutes – i.e., Illinois, Alabama, Nevada, South Dakota, and Indiana. Plaintiffs therefore sought information for settlement purposes regarding the class sizes for those states and the Defendants’ financial circumstances. Defendants provided the requested information.

8. In July 2024, Plaintiffs issued a settlement proposal to Defendants that envisioned both monetary and injunctive relief. After Plaintiffs issued their proposal, the Parties agreed to schedule a mediation with former Magistrate Judge Jay C. Ghandi (ret.) at JAMS in San Francisco. On November 8, 2024, the Parties attended an all-day mediation with Judge Ghandi, at the conclusion of which the Parties signed a term sheet outlining the broad terms of a settlement.

9. The Parties spent the following months finalizing the written settlement agreement detailing terms of the multi-state Settlement now before this court. The Parties also agreed that Plaintiffs would voluntarily dismiss the complaint in *Gbeintor* and file a new complaint in this Court encompassing all claims that are being resolved by this Settlement.

10. On May 1, 2025, Plaintiffs filed a Complaint in this Court alleging twelve causes of action, including alleged violation of the statutory right of publicity laws in the seven states listed above.

11. As in the prior *Gbeintor* action, Defendants continue to deny Plaintiffs’ allegations, causes of action, and claims.

12. The Parties now seek approval of the proposed Settlement, the terms of which Plaintiffs summarize as follows:

13. Monetary Relief. Pursuant to the Settlement, Defendants will establish non-reversionary State-Specific Settlement Funds for each of the Settlement Classes. The amount of each Fund varies based on the size of the Settlement Class in that state, and the statutory damages

available under each state's right of publicity law. Settlement Class Members will be entitled to submit claims to their respective State-Specific Settlement Funds. All Settlement Class Members who submit an Approved Claim will be entitled to a *pro rata* portion of their respective State-Specific Settlement Fund after payment of Settlement Administration Expenses, attorneys' fees and costs, and any incentive awards approved by this Court.

14. Prospective Relief. Pursuant to the Settlement, should Defendants revive the product that gave rise to Plaintiffs' claims, Defendants must obscure the personal information of Settlement Class Members in any profiles that invite non-subscribers to make a purchase.

15. The Court finds that: (i) there is good cause to believe that the settlement is fair, reasonable, and adequate; (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (iii) the settlement warrants Notice of its material terms to the Settlement Classes for its consideration and reaction.

#### **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

16. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of 735 ILCS 2-801, and hereby conditionally certifies the seven state-specific Settlement Classes as follows for settlement purposes only (and for no other purposes and with no other effect upon this or any other action, including no effect upon this Action should the settlement not ultimately be approved).

**Ohio Settlement Class** (claims under Ohio law): 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.

**Nevada Settlement Class** (claims under Nevada law): 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** (claims under South Dakota law): 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** (claims under California law): 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** (claims under Alabama law): 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** (claims under Indiana law): 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** (claims under Illinois law): 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 these Settlement Classes are: (1) the judge presiding over this Action, and members of the judge’s direct family; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parent companies have a controlling interest, and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline

17. For the purposes of the conditional certification, the Court preliminary finds for settlement purposes only that the Settlement Classes are sufficiently numerous that joinder of all members is impracticable, that there are questions of law and fact common to members of the Settlement Classes that predominate, that the representative parties will fairly and adequately protect the interests of the Settlement Classes, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

18. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Preliminary Approval Order, are not and shall not in any event be described as, construed as, offered or received against any of the Released Parties, including Defendants, as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any of the

Released Parties, including Defendants, of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties, including Defendants. Defendants have denied and continue to deny the claims asserted by Plaintiffs. Notwithstanding, nothing contained herein shall be construed to prevent a Party to the Action from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

19. The certification of the Settlement Classes shall be binding only with respect to the settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Settlement Agreement shall be null and void *ab initio*, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Classes and/or the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

#### **NOTICE AND SETTLEMENT ADMINISTRATION**

20. Pursuant to the Settlement Agreement, Epiq is hereby appointed as the Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Preliminary Approval Order.

21. The forms of the Short Notice,<sup>1</sup> the Long Notice,<sup>2</sup> and the Claim Form,<sup>3</sup> along with the proposed publication notice plan, are constitutionally adequate and are hereby approved. The

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<sup>1</sup> Attached as Exhibit A to the Settlement Agreement.

<sup>2</sup> Attached as Exhibit B to the Settlement Agreement.

<sup>3</sup> Attached as Exhibit C to the Settlement Agreement.

Notice contains all essential elements required to satisfy state statutory requirements and due process under 735 ILCS 5-2/803 et seq., the United States Constitution, the Illinois Constitution, and other applicable laws. The Court further finds that the form, content, and method of providing Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the settlement, their rights under the settlement, including, but not limited to, their rights to object to or exclude themselves from the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

22. The Notice program set forth in the Settlement Agreement, and described below, satisfies the requirements of 735 ILCS 5-2/803, provides the best notice practicable under the circumstances, and is hereby approved.

23. The Settlement Administrator is directed to carry out the Notice program as set forth in the Settlement Agreement.

24. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel and Defendants' Counsel to file with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to its compliance with the Court-approved Notice Program.

### **EXCLUSIONS AND OBJECTIONS**

#### *Exclusions*

25. The Notice shall inform each Settlement Class Member of his or her right to request exclusion from a Settlement Class and to not be bound by this Settlement Agreement, if within the sixty (60)-day period beginning upon the Notice Commencement Deadline, the Settlement



Class Member personally signs and timely submits, completes, and mails a request to be excluded from the relevant Settlement Class (“Opt-Out Request”) to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period (the “Opt-Out Deadline”).

26. For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state the case name, *Hoffower et. al. v. DemandBase, Inc. and InsideView Techs, Inc.*, Case No. 2025CH000014 (Ill. Cir. Ct. LaSalle Cnty), (b) contain the Settlement Class Member’s full name and current address, (c) include the Settlement Class Member’s personal and original signature (or the personal and original signature of a Person previously authorized by law to act on behalf of the Settlement Class Member with respect to the claims asserted in the Action); and (d) include the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.

27. All Settlement Class Members who submit timely and valid opt-out requests shall: (a) receive no benefits or compensation under the Settlement Agreement; (b) shall gain no rights from the Settlement Agreement; (c) shall not be bound by the Settlement Agreement; and (d) shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement, including the Release contained therein, and the Final Order and Judgment thereon, regardless of whether he or she files a Claim Form or receives any benefits from the settlement.

28. An opt-out request or other request for exclusion that does not fully comply with the requirements set forth above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such

request shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained therein, and the Final Approval Order entered thereon.

29. No person shall purport to exercise any exclusion rights of any other person, or purport: (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported opt-out requests shall be void, and the Settlement Class Member(s) who is or are the subject of any such purported opt-out requests shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained herein, and by all proceedings, orders, and judgments in the Action, including the Final Approval Order, unless he or she submits a valid and timely opt-out request.

#### *Objections*

30. Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely, written notice of his or her Objection by no later than sixty (60) days from the Notice Commencement Deadline (the “Objection Deadline”).

31. To object to the settlement, a Settlement Class Member must file a timely, written notice of his or her Objection in the appropriate form with the Clerk of the Court. The Objection must also be delivered or mailed to Settlement Class Counsel and Defendants’ Counsel. The deadline for filing Objections shall be included in the Notice.

32. Such notice shall: (i) state the name of these proceedings, *Hoffower et. al. v. DemandBase, Inc. and InsideView Techs, Inc.*, Case No. 2025CH000014 (Ill. Cir. Ct. LaSalle Cnty); (ii) state the Settlement Class Member’s full name and current mailing address; (iii) contain a statement of the specific grounds for the objection, as well as any documents supporting the

objection; (iv) state the identity of any attorney(s) representing the objector; (v) include a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) include a statement identifying all class action settlements objected to by the Settlement Class Member and/or the Settlement Class Member's attorney in the previous three years; and (vii) include the signature of the Settlement Class Member or the Settlement Class Member's attorney.

33. Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of this Court shall forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, shall not be permitted to object to the approval of the settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement, including the Release contained therein, and by all proceedings, orders, and judgments in the Action, including the Final Order and Judgment.

34. The exclusive means for any challenge to the Settlement Agreement is through the provisions set forth in the Settlement Agreement. Any challenge to the Settlement Agreement, the Final Approval Order, or any judgment to be entered upon final approval, shall be pursuant to appeal and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

### **APPOINTMENTS**

35. For settlement purposes only, the Court hereby approves the conditional appointment of Plaintiff Kate Hoffower as Class Representative for the Illinois Settlement Class, Dru Dominici as Class Representative for the Ohio Settlement Class, Wilton Alderman as Class

Representative for the California Settlement Class, Tammy McAlpine Brown as Class Representative for the Alabama Class, Reid Cooper as Class Representative for the Indiana Settlement Class, Mark Sessa as Class Representative for the Nevada Settlement Class, and Gary Hall as Class Representative for the South Dakota Settlement Class.

36. For settlement purposes only, the Court hereby approves the conditional appointment of Raina C. Borrelli of Strauss Borrelli PLLC, Benjamin Osborn of the Law Office of Benjamin Osborn PLLC, and Michael Ram of Morgan & Morgan LLP, as Settlement Class Counsel, and finds that they are competent and capable of exercising the responsibilities of Settlement Class Counsel.

### **TERMINATION**

37. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement.

38. If the Settlement Agreement is terminated or not approved, or if the Effective Date does not occur for any reason, then: (i) the Settlement Agreement and all orders entered in connection with the Settlement Agreement shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Courts in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) the parties shall equally be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Litigation as of the date the Settlement Agreement was executed and shall jointly request that a new case schedule be

entered by the Courts in the Litigation; and (v) Defendant shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

### **FINAL APPROVAL HEARING**

39. No later than 14 days prior to the Objection and Opt-Out Deadlines, Plaintiff must file her papers in support of Settlement Class Counsel's application for fees, costs, and expenses and Service Awards. And no later than X/X, 2025, Plaintiff must file her papers in support of final approval of the Settlement Agreement.

40. A Final Approval Hearing shall be held before the Court on X/X, 2025, at x:00 p.m. by Zoom (Meeting ID XXXXXX Password XXXXXX) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met, and that the Settlement Class Representatives and Settlement Class Counsel adequately represented the Settlement Classes for purposes of entering into and implementing the Settlement Agreement;
- b. to determine whether the settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine that Notice (1) was implemented pursuant to the Settlement Agreement and Preliminary Approval Order, (2) constitutes the best practicable notice under the circumstances, (3) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of the Litigation and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (4) is reasonable and constitutes due, adequate, and sufficient notice to all

persons entitled to receive notice, and (5) fulfills the requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the both the United States and Illinois Constitutions, and the rules of the Court;

- d. to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- e. to consider the application for an award of attorneys' fees, costs, and expenses;
- f. to consider the application for Service Awards to the Settlement Class Representatives;
- g. to consider all payments to be made pursuant to the Settlement Agreement;
- h. to dismiss the action with prejudice; and
- i. to rule upon such other matters as the Court may deem appropriate.

41. All proceedings in the Litigation other than those related to approval of the Settlement Agreement pending entry of the Final Approval Order are stayed.

42. No Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Persons and any such actions are enjoined or stayed.

#### **SUMMARY OF DEADLINES**

43. The preliminary approval of the Settlement Agreement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order, include, but are not limited to:

<b><u>Event</u></b>	<b><u>Deadline</u></b>
<b>Class Member Information Deadline</b>	Within 15 days of Preliminary Approval Order, Defendants will provide Settlement Administrator with Class Member Information
<b>Notice Commencement Deadline</b>	Within 45 days of entry of Preliminary Approval Order, Settlement Administrator shall send Notice by mail to all Settlement Class Members
<b>Motion for Attorneys' Fees, Costs, Expenses, and Service Awards</b>	Within 45 after the Notice Commencement Deadline
<b>Deadline to Opt-Out/Object From Settlement</b>	Within 60 days after the Notice Commencement Deadline
<b>Claims Deadline</b>	90 days after the Notice Commencement Deadline
<b>Motion for Final Approval of Class Action Settlement</b>	XX, 2025
<b>Final Approval Hearing</b>	XX, 2025 at 2:00 p.m.

**IT IS ORDERED.**

6/17/2025

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

  
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 THE HONORABLE XXX

CIRCUIT COURT JUDGE