

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

**KATE HOFFOWER,
RASHAD DEBOSE,
NICHOLAS KIS,
TAMMY MCALPINE BROWN,
REID COOPER,
ANIBAL OSUNA, and
LESLIE BOWAR,**

on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

COGNISM INC.,

Defendant.

Case No. 2025CH000017

FILED
8/13/2025
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, Rashad Debose, Nicholas Kis, Tammy McAlpine Brown, Reid Cooper, Anibal Osuna, and Leslie Bowar (collectively, “Plaintiffs”), individually and on behalf of the state-specific Classes (as defined below), and Cognism Inc. (“Defendant”), as set forth in the Settlement Agreement between the Parties (the “Settlement”), 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. The Parties now seek approval of the proposed Settlement, the terms of which Plaintiffs summarize as follows:

5. Monetary Relief. Pursuant to the Settlement, Defendant will make payments to the members of each of the state-specific Settlement Classes who submit valid claims. The amount of each payment varies based on the statutory damages available under each state’s right of publicity law. Settlement Class members who submit Approved Claims will be entitled to: \$30 for Illinois, Indiana, and South Dakota residents; \$75 for Ohio residents; \$22.50 for California and Nevada residents; and \$150 for Alabama residents. Settlement Class Members will be entitled to submit claims for their respective state-specific Settlement Payments. All Settlement Class Members who submit an Approved Claim will receive a payment from Defendant in the dollar amount corresponding to their state of residence. Claims may be submitted electronically via the Settlement Website, or physically by mail.

6. Prospective Relief. Pursuant to the Settlement, Defendant will provide a user-friendly means on its website by which individuals may request removal of their personal information from www.cognism.com.

7. 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

8. 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).

Alabama Settlement Class (claims under Alabama law): Tammy McAlpine Brown and all Alabama residents who are not registered users of Cognism.com and whose contact profiles were viewed by a free trial user on Cognism.com at any time between September 20, 2020 and March 11, 2025.

California Settlement Class (claims under California law): Nicholas Kis and all California residents who are not registered users of Cognism.com and whose contact profiles were viewed by a free trial user on Cognism.com at any time between September 20, 2020 and March 11, 2025.

Illinois Settlement Class (claims under Illinois law): Kate Hoffower and all Illinois residents who are not registered users of Cognism.com and whose contact profiles were viewed by a free trial user on Cognism.com at any time between September 20, 2021 and March 11, 2025.

Indiana Settlement Class (claims under Indiana law): Reid Cooper and all Indiana residents who are not registered users of Cognism.com and whose contact profiles were viewed by a free trial user on Cognism.com at any time between September 20, 2020 and March 11, 2025.

Nevada Settlement Class (claims under Nevada law): Anibal Osuna and all Nevada residents who are not registered users of Cognism.com and whose contact profiles were viewed by a free trial user on Cognism.com at any time between September 20, 2018 and March 11, 2025.

Ohio Settlement Class (claims under Ohio law): Rashad Debose and all Ohio residents who are not registered users of Cognism.com and whose contact profiles were viewed by a free trial user on Cognism.com at any time between September 20, 2018 and March 11, 2025.

South Dakota Settlement Class (claims under South Dakota law): Leslie Bowar and all South Dakota residents who are not registered users of Cognism.com and

whose contact profiles were viewed by a free trial user on Cognism.com at any time between September 20, 2019 and March 11, 2025.

Excluded from these Settlement Classes are: (1) any Judge or Magistrate presiding over this Action and members of their families, (2) Defendant, Defendant's subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons..

9. 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.

10. 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 Defendant, as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties, including Defendant, 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 Defendant. Defendant has denied and continues 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.

11. 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

12. Pursuant to the Settlement Agreement, Simpluris, Inc. 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.

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

¹ Attached as Exhibit A to the Settlement Agreement.

² Attached as Exhibit B to the Settlement Agreement.

³ Attached as Exhibit C to the Settlement Agreement.

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.

14. 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.

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

16. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel and Defendant's 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

17. 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 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").

18. For a Settlement Class Member's Opt-Out Request to be valid, it must (a) state the case name, *Hoffower et. al. v. Cognism Inc.*, Case No. 2025CH000017 (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.

19. 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.

20. 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.

21. 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

22. 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 Deadline (the “Objection Deadline”).

23. 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 Defendant’s Counsel. The deadline for filing Objections shall be included in the Notice.

24. Such notice shall: (i) state the name of these proceedings, *Hoffower et. al. v. Cognism Inc.*, Case No.2025CH000017 (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.

25. 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.

26. 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

27. For settlement purposes only, the Court hereby approves the conditional appointment of Plaintiff Kate Hoffower as Class Representative for the Illinois Settlement Class, Rashad Debose as Class Representative for the Ohio Settlement Class, Nicholas Kis 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, Anibal Osuna as Class Representative for the Nevada Settlement Class, and Leslie Bowar as Class Representative for the South Dakota Settlement Class.

28. 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

29. 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.

30. 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) 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 (iv) Defendant shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

FINAL APPROVAL HEARING

31. No later than fourteen (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 November 25, 2025, Plaintiffs must file their papers in support of final approval of the Settlement Agreement.

32. A Final Approval Hearing shall be held before the Court on December 9, 2025, at 10:30 a.m. by Zoom (Zoom ID: 980 7529 3379 Password: &P=Y0+gyf) 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.

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

34. 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

35. 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:

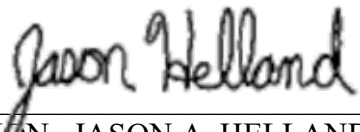
<u>Event</u>	<u>Deadline</u>
Class Member Information Deadline	By August 27, 2025, Defendant will provide Settlement Administrator with Class Member Information
Notice Deadline	By September 11, 2025, Settlement Administrator shall send Notice by mail to all Settlement Class Members
Motion for Attorneys' Fees, Costs, Expenses, and Service Awards	October 27, 2025
Deadline to Opt-Out/Object From Settlement	November 10, 2025
Claims Deadline	December 10, 2025
Motion for Final Approval of Class Action Settlement	November 25, 2025

<u>Event</u>	<u>Deadline</u>
Final Approval Hearing	December 9, 2025 at 10:30 a.m.

IT IS ORDERED.

8/13/2025

Dated: _____



 THE HON. JASON A. HELLAND
 CIRCUIT COURT JUDGE