

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Nicholas Kis, Kate Hoffower, Rashad Debose, Tammy McAlpine Brown, Reid Cooper, Anibal Osuna, and Leslie Bowar (“Plaintiffs”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 37), and Cognism, Inc., (“Cognism” or “Defendant”) (collectively the “Parties”), in the action *Kis v. Cognism Inc.*, filed on June 17, 2025, in the Circuit Court of Lasalle County, Illinois, County Department, Chancery Division (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 39), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on September 20, 2022, Plaintiff Kis filed a Complaint against Defendant in the United States District Court for the Northern District of California 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.*, among other claims. *Kis v. Cognism, Inc.*, Case No. 3:22-cv-05322, Dkt. 1 (N.D. Cal.).

WHEREAS, on December 12, 2022, Defendant moved to dismiss Plaintiff’s claims. *Id.*, Dkt. 24.

WHEREAS, after full briefing, the motion to dismiss was granted in part and denied in part, with Plaintiff Kis’s claims for 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.*, proceeding. *Id.*, Dkt. 79.

WHEREAS, Defendant filed its Answer on October 7, 2024. *Id.*, Dkt. 82.

WHEREAS, shortly after initiating formal discovery, the parties began to explore the potential for resolution of this action. As these initial discussions progressed, Defendant expressed an interest in reaching a global settlement that would resolve pending and potential right of publicity claims against them. The Plaintiff Kis and Defendant therefore discussed potential settlement proposals that involved the California claims asserted, as well as potential claims under the right of publicity laws in Ohio, 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 Defendant provided under Rule 408 protection in advance of mediation. Thus, while official discovery did not occur, Defendant provided key information on the putative classes’ composition and the types of data that Defendant maintained related to its website, visitors, and business.

WHEREAS, the Parties agreed to mediate with Judge David Jones (Ret.). In advance of the mediation, the Parties exchanged mediation briefs setting forth their respective positions, held calls with the mediator, and provided Judge Jones with relevant documents from the case. As part of this process, and understanding that Defendant 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. Defendant was welcome to accept or reject any of these individual proposals.

WHEREAS, after exchanging the mediation briefs, on February 26, 2025, the Parties participated in a full day mediation with Judge Jones, where they negotiated at arm's-length and ultimately reached agreement on the material terms of this settlement. This agreement in principle 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, Plaintiff Kis 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 March 5, 2025, Plaintiff Kis and Defendant filed a stipulation of voluntary dismissal without prejudice, Dkt. 89.

WHEREAS, on June 17, 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.

WHEREAS, over the next several weeks, the parties continued to cooperatively negotiate this Settlement Agreement.

WHEREAS, Defendant denies each and every allegation and cause of action pled in the Action and otherwise denies any liability to Plaintiffs and Settlement Class Members in any way;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. "Approved Claim" means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. “Alabama Settlement Class” means 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. Excluded from the Alabama Settlement Class 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.

3. “Alabama Settlement Class Representative” means Plaintiff Tammy McAlpine Brown.

4. “Alabama Settlement Payment” means \$150, or 3% of the statutory damages available pursuant to AL Code § 6-5-770, *et seq.*

5. “California Settlement Class” means 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. Excluded from the California Settlement Class 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.

6. “California Settlement Class Representative” means Plaintiff Nicholas Kis.

7. “California Settlement Payment” means \$22.50, or 3% of the statutory damages available pursuant to California Civil Code Section 3344.

8. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**.

9. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

10. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

11. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 58.

12. “Court” means the Circuit Court of LaSalle County, Illinois, County Department, Chancery Division.

13. “Defendant’s Counsel” means Michael Sommer of Wilson Sonsini Goodrich & Rosati, P.C.

14. “Effective Date” means ten business days after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as Exhibit D; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) the latest of (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review, or (c) the date of the Final Approval Order if no person has standing to appeal the Final Approval Order (i.e., if there are no objections); and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

15. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action.

16. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Awards to the Class Representatives

17. “Final Approval Order and Judgment” means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions under Illinois law and is consistent with all material provisions of this Agreement.

18. “Illinois Settlement Class” means 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. Excluded from the Illinois Settlement Class 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.

19. “Illinois Settlement Class Representative” means Plaintiff Kate Hoffower.

20. “Illinois Settlement Payment” means \$30, or 3% of the statutory damages available pursuant to 765 ILCS 1075.

21. “Indiana Settlement Class” means 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. Excluded from the Indiana Settlement Class 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.

22. “Indiana Settlement Class Representative” means Plaintiff Reid Cooper.

23. “Indiana Settlement Payment” means \$30, or 3% of the statutory damages available pursuant to Ind. Code § 32-36-1, *et seq.*

24. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

25. “Nevada Settlement Class” means 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. Excluded from the Nevada Settlement Class 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.

26. “Nevada Settlement Class Representative” means Plaintiff Anibal Osuna.

27. “Nevada Settlement Payment” means \$22.50, or 3% of the statutory damages available pursuant to N.R.S. 597.770 – 597.810.

28. “Notice” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notice”) and **Exhibit B** (“Long Form Notice”)

29. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

30. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated

with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating, and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

31. “Objection Deadline” is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

32. “Ohio Settlement Class” means 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. Excluded from the Ohio Settlement Class 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.

33. “Ohio Settlement Class Representative” means Plaintiff Rashad Debose.

34. “Ohio Settlement Payment” means \$75, or 3% of the statutory damages available pursuant to Ohio Rev. Code Ann. § 2741.

35. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

36. “Opt-Out Deadline” is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

37. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 67.

38. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Illinois law, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

39. “Released Claims” means any and all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from Defendant’s

use of Settlement Class Members' names and personal information on Cognism.com. Plaintiff and each Settlement Class Member shall be deemed to have waived, and by operation of the settlement 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, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

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.

40. "Released Parties" means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

41. "Releasing Parties" and a "Releasing Party" shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

42. "Request for Exclusion" means a writing by or on behalf of a Settlement Class Member in which he or she timely requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 67.

43. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of his role in this Action as set forth in Paragraph 81.

44. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

45. "Settlement Administrator" means Simpluris, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant's Counsel, to administer the settlement.

46. “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.

47. “Settlement Class Counsel” means Strauss Borrelli PLLC, the Law Office of Benjamin Osborn PLLC, and Morgan & Morgan.

48. “Settlement Class List” means the list of the names and current or last known business email for Settlement Classes, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

49. “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.

50. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 57.

51. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 65.

52. “South Dakota Settlement Class” means 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 the South Dakota Settlement Class 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.

53. “South Dakota Settlement Class Representative” means Plaintiff Leslie Bowar.

54. “South Dakota Settlement Payment” means \$30, or 3% of the statutory damages available pursuant to SDCL 21-64-2.

SETTLEMENT BENEFITS AND REIMBURSEMENT

55. **Cash Benefits.** Defendant will pay all Approved Claims for the Alabama Settlement Payment, California Settlement Payment, Illinois Settlement Payment, Indiana Settlement Payment, Nevada Settlement Payment, Ohio Settlement Payment, and South Dakota Settlement Payment.

56. **Business Practice Commitments.** Defendant will provide a user-friendly means on its website for individuals to request removal of their contact profile and ensure opt-out requests are honored subject to relevant regulatory requirements for as long as Cognism.com provides free trial access to their products.

CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

57. **Submission of Electronic or Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

58. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- d. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- e. To the extent the Settlement Administrator determines that a timely Claim Form is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

- f. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

59. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims and also provide funding instructions to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 59.a.
- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

60. Timing. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

61. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an email and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

62. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

SETTLEMENT CLASS NOTICE

63. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid business email address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

64. **Form of Notice.** Notice shall be disseminated via business email address to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice emailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via email that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated email address and resend the Short Form Notice if an updated email address is identified. Notice shall also be issued by publication via a paid media notice plan. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

65. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall

contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

66. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 55-56.

OPT-OUTS AND OBJECTIONS

67. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. 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; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 67, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.
- e. Should more than 5% of the Settlement Class Opt Out of the Settlement, Defendant shall have the option to terminate the Agreement without any payments being owed

by Defendant hereunder, with the exception that Notice and Administration Expenses incurred to date shall still be paid by Defendant.

68. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

DUTIES OF THE SETTLEMENT ADMINISTRATOR

69. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Providing Notice to Settlement Class Members via business email;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;

- f. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- g. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- h. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- i. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- k. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- l. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

70. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

71. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary

approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

72. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

73. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

MODIFICATION AND TERMINATION

74. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

75. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

76. **Effect of Termination.** In the event of a termination as provided in Paragraphs 67(e) or 75, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the

event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

RELEASES

77. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

78. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its 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 Section 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, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 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 of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

79. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

80. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be

enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

SERVICE AWARD PAYMENTS

81. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition for their contributions to this Action. Defendant agrees not to oppose Settlement Class Counsel's request for a service award not to exceed Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00). To the extent more than \$2,500.00 each in service awards is sought for the Settlement Class Representatives, Defendant reserves all rights to object and oppose such a request. Prior to the disbursement or payment of the Service Award Payment, Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service awards to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

82. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

ATTORNEYS' FEES, COSTS, EXPENSES

83. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs not to exceed Five Hundred and Twenty-Five Thousand Dollars (\$525,000.00). If Settlement Class Counsel seeks a Fee Award and Costs of more than \$525,000.00, Defendant reserves all rights to object and oppose such request.

Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

84. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

NO ADMISSION OF LIABILITY

85. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

86. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

MISCELLANEOUS

87. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

88. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

89. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

90. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

91. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

92. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendant.

93. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

94. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

95. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

96. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

97. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

98. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

99. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to choice of law principles.

100. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through email of an Adobe PDF shall be deemed an original.

101. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
raina@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

Michael Sommer
WILSON SONSINI GOODRICH & ROSATI, P.C.
1301 Avenue of the Americas, 40th Floor
New York, NY 10019

The notice recipients and addresses designated above may be changed by written notice to the other Party.

102. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Nicholas Kis

By: AK

Date: 07 / 11 / 2025

Kate Hoffower

By: _____

Date: _____

Rashad Debose

By: _____

Date: _____

Tammy McAlpine Brown

By: _____

Date: _____

Reid Cooper

By: _____

Date: _____

Anibal Osuna

By: _____

Date: _____

Leslie Bowar

By: _____

Date: _____

Cognism, Inc.

By: _____

Date: _____

SIGNATURES

Nicholas Kis

By: _____

Date: _____

Kate Hoffower

By: *Kathrine Hoffower*

Date: *07 / 01 / 2025*

Rashad Debose

By: _____

Date: _____

Tammy McAlpine Brown

By: _____

Date: _____

Reid Cooper

By: _____

Date: _____

Anibal Osuna

By: _____

Date: _____

Leslie Bowar

By: _____

Date: _____

Cognism, Inc.

By: _____

Date: _____

SIGNATURES

Nicholas Kis

By: _____

Date: _____

Kate Hoffower

By: _____

Date: _____

Rashad Debose

By: Rashad DeBose

Date: 07 / 09 / 2025

Tammy McAlpine Brown

By: _____

Date: _____

Reid Cooper

By: _____

Date: _____

Anibal Osuna

By: _____

Date: _____

Leslie Bowar

By: _____

Date: _____

Cognism, Inc.

By: _____

Date: _____

SIGNATURES

Nicholas Kis

By: _____

Date: _____

Kate Hoffower

By: _____


Date: _____

Rashad Debose

By: _____

Date: _____

Tammy McAlpine Brown

By:  _____

Date: 07 / 01 / 2025

Reid Cooper

By: _____

Date: _____

Anibal Osuna

By: _____

Date: _____

Leslie Bowar

By: _____

Date: _____

Cognism, Inc.

By: _____

Date: _____

SIGNATURES

Nicholas Kis

By: _____

Date: _____

Kate Hoffower

By: _____

Date: _____

Rashad Debose

By: _____

Date: _____

Tammy McAlpine Brown

By: _____

Date: _____

Reid Cooper

By:  _____

Date: 07 / 01 / 2025

Anibal Osuna

By: _____

Date: _____

Leslie Bowar

By: _____

Date: _____

Cognism, Inc.

By: _____

Date: _____

SIGNATURES

Nicholas Kis

By: _____

Date: _____

Kate Hoffower

By: _____

Date: _____

Rashad Debose

By: _____

Date: _____

Tammy McAlpine Brown

By: _____

Date: _____

Reid Cooper

By: _____

Date: _____

Anibal Osuna

By:  _____

Date: 07 / 02 / 2025

Leslie Bowar

By: _____

Date: _____

Cognism, Inc.

By: _____

Date: _____

SIGNATURES

Nicholas Kis

By: _____

Date: _____

Kate Hoffower

By: _____

Date: _____

Rashad Debose

By: _____

Date: _____

Tammy McAlpine Brown

By: _____

Date: _____

Reid Cooper

By: _____


Date: _____

Anibal Osuna

By: _____

Date: _____

Leslie Bowar

By:  _____

Date: 07 / 02 / 2025

Cognism, Inc.

By: _____

Date: _____

SIGNATURES

Nicholas Kis

By: _____

Date: _____

Kate Hoffower

By: _____

Date: _____

Rashad Debose

By: _____

Date: _____

Tammy McAlpine Brown

By: _____

Date: _____

Reid Cooper

By: _____

Date: _____

Anibal Osuna

By: _____

Date: _____

Leslie Bowar

By: _____

Date: _____

Cognism, Inc.

By: _____

Date: _____

Elizabeth Rushforth

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: 
Raina C. Borrelli

Date: 07 / 11 / 2025

Counsel for Defendant

By: 
Michael Sommer

Date: _____

— EXHIBIT A —

TO: <<Email Address>>
FROM: “Cognism Privacy Settlement” <<info@[SettlementWebsite].com>>
SUBJECT: Cognism Privacy Settlement – You are Eligible to File a Claim

LEGAL NOTICE

Kis v. Cognism, Inc.

Case No. 2025CH000017

In the Circuit Court of Lasalle County, Illinois, County Department, Chancery Division

RECORDS INDICATE THAT YOUR CONTACT PROFILE WAS DISPLAYED TO A FREE TRIAL USER BY COGNISM, INC.

A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO A CASH PAYMENT.

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

You are not being sued.

Please read this Notice carefully and completely.

Dear << First >> << Last >>:

A Settlement has been reached with Cognism, Inc. (“Cognism” or “Defendant”), in a class action lawsuit alleging that the way Cognism displayed individual contact information to its free trial users violated certain privacy laws in Alabama, California, Illinois, Indiana, Nevada, Ohio, and South Dakota.

Cognism denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs and risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? Cognism’s records indicate that you may be part of the Class. The Court has defined the class as any resident of the listed states who was both not a Cognism.com registered user, and whose contact profile was viewed by a free trial user on Cognism.com any time during the relevant time period.

The relevant time period is specific to each state:

Alabama: any time between September 20, 2020, and March 11, 2025

California: any time between September 20, 2020, and March 11, 2025

Illinois: any time between September 20, 2021, and March 11, 2025

Indiana: any time between September 20, 2020, and March 11, 2025

Nevada: any time between September 20, 2018, and March 11, 2025

Ohio: any time between September 20, 2018, and March 11, 2025

South Dakota: any time between September 20, 2019, and March 11, 2025

What are the Settlement benefits? All Class Members who file a valid timely claim will receive a cash payment.

The amount will be state specific:

Alabama: \$150.00

California: \$22.50
Illinois: \$30.00
Indiana: \$30.00
Nevada: \$22.50
Ohio: \$75.00
South Dakota: \$30.00

How do I receive a benefit? To submit a claim online or to download a printable Claim Form, visit www.SettlementWebsite.com.

Claims must be submitted online or postmarked by [DATE].

Who represents me? The Court has appointed attorneys from Strauss Borrelli PLLC, the Law Office of Benjamin Osborn PLLC, and Morgan & Morgan, to represent the Settlement Class, to represent you and other Class Members (“Class Counsel”).

What if I don’t want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE] or you will not be able to sue Cognism for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [DATE]. The Settlement Agreement, available on the Settlement website at www.SettlementWebsite.com, explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [DATE/TIME] at the [ADDRESS], to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$525,000.00, and \$2,500.00 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-XXX-XXX-XXXX or click here: www.SettlementWebsite.com.

User ID: <<User ID>>

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kis v. Cognism, Inc.

Case No. 2025CH000017

In the Circuit Court of Lasalle County, Illinois, County Department, Chancery
Division

**RECORDS INDICATE THAT YOUR CONTACT PROFILE WAS DISPLAYED
TO A FREE TRIAL USER BY COGNISM, INC.
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO A CASH PAYMENT.**

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Cognism, Inc. (“Cognism” or “Defendant”), in a class action lawsuit. This class action lawsuit alleges that the way Cognism displayed individual contact information to free trial users violated certain privacy laws in Alabama, California, Illinois, Indiana, Nevada, Ohio, and South Dakota.
- The lawsuit is captioned *Kis v. Cognism, Inc.*, Case No. 2025CH000017 pending in the Circuit Court of Lasalle County, Illinois, County Department, Chancery Division (the “Action”).
- Cognism denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- Cognism's records indicate that you may be a Class Member, and entitled to benefits under the Settlement.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | DEADLINE |
|---|---|--------------------------|
| SUBMIT A CLAIM | <p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p> | <u> </u> , 2025 |
| OPT OUT OF THE SETTLEMENT | You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense. | <u> </u> , 2025 |
| OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING | If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits. | <u> </u> , 2025 |
| DO NOTHING | Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. | No Deadline |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

| | |
|---|---|
| BASIC INFORMATION | 3 |
| WHO IS IN THE SETTLEMENT | 4 |
| THE SETTLEMENT BENEFITS | 4 |
| SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS | 5 |
| THE LAWYERS REPRESENTING YOU | 5 |
| EXCLUDING YOURSELF FROM THE SETTLEMENT | 6 |
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Basic Information

1. Why was this Notice issued?

The Circuit Court of Lasalle County, Illinois, County Department, Chancery Division authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Kis v. Cognism, Inc.*, Case No. 2025CH000017 pending in the Circuit Court of Lasalle County, Illinois, County Department, Chancery Division. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the entity they sued, Cognism, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that the way Cognism displayed individual contact information to free trial users violated certain privacy laws in Alabama, California, Illinois, Indiana, Nevada, Ohio, and South Dakota.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Nicholas Kis, Kate Hoffower, Rashad Debose, Tammy McAlpine Brown, Reid Cooper, Anibal Osuna, and Leslie Bowar, and everyone included in this Action are the Class Members.

4. Why is there a Settlement?

Cognism denies that it did anything wrong, and the Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class as:

- (1) all residents of Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota; and
- (2) who are not registered users of Cognism.com; and
- (3) whose contact profiles were viewed by a free trial user on Cognism.com during the relevant time period.

The relevant time period is specific to each state:

Alabama: any time between September 20, 2020, and March 11, 2025

California: any time between September 20, 2020, and March 11, 2025

Illinois: any time between September 20, 2021, and March 11, 2025

Indiana: any time between September 20, 2020, and March 11, 2025

Nevada: any time between September 20, 2018, and March 11, 2025

Ohio: any time between September 20, 2018, and March 11, 2025

South Dakota: any time between September 20, 2019, and March 11, 2025

Cognism's records indicate that you are part of the Class.

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) any judge presiding over this case or their families; (2) Cognism and related companies, and (3) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Cognism Right of Publicity Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Cognism has agreed to pay out the valid and timely claims made under the Settlement. The payment amount is state specific:

Alabama: \$150.00

California: \$22.50

Illinois: \$30.00

Indiana: \$30.00

Nevada: \$22.50

Ohio: \$75.00

South Dakota: \$30.00

Additionally, Cognism will separately pay attorneys' fees and costs of up to \$525,000.00 and Plaintiff service awards up to \$2,500 each.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Cognism Right of Publicity Settlement, c/o Settlement Administrator, [PO Box Address].

8. What claims am I releasing if I stay in the Class?

Unless you opt out of the Settlement, you won't be able to sue, continue to sue, or be part of any other lawsuit against Cognism about any of the legal claims this Settlement resolves. Paragraphs 77 – 80 of the Settlement Agreement provide a detailed explanation of the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Cognism Right of Publicity Settlement
c/o Settlement Administrator
[PO Box Address].

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [redacted], 2025 (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys from Strauss Borrelli PLLC, the Law Office of Benjamin Osborn PLLC, and Morgan & Morgan, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve attorneys' fees and costs up to \$525,000.00, which will be paid by Cognism.

Class Counsel will also ask for Service Awards of \$2,500.00 for each of the Class Representatives. Service Awards will also be paid by Cognism.

These payments will not affect payments to Class Members.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive a Settlement payment, but you will keep any rights you may have to sue Cognism on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Action: *Kis v. Cognism, Inc.*, Case No. 2025CH000017 pending in the Circuit Court of Lasalle County, Illinois, County Department, Chancery Division
- (2) your full name and current mailing address;
- (3) personal signature; and
- (4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Cognism Right of Publicity Settlement
ATTN: Exclusion Request
[PO Box Address]

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court the reasons why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Action: *Kis v. Cognism, Inc.*, Case No. 2025CH000017 pending in the Circuit Court of Lasalle County, Illinois, County Department, Chancery Division ;
- (2) your full name and current mailing address;
- (3) a clear description of all the reasons you object; include any legal support you may have for your objection;
- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and contact information;
- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (6) proof that you are a class member (such as a copy of the notice you originally received);
- (7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**.

You must send your objection to **both** the Court and the Settlement Administrator at the addresses below:

Court:

[Court Address]

Settlement Administrator:

Cognism Right of Publicity Settlement
ATTN: Objections
[PO Box Address]

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on _____, 2025 at _____: _____ Central Time, in Room XXX of the [COURT], at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Class. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Cognism Right of Publicity Settlement, c/o Settlement Administrator, [PO Box Address].

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

— EXHIBIT C —

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Kis v. Cognism, Inc.
Case No. 2025CH000017
IN THE CIRCUIT COURT OF LASALLE COUNTY ILLINOIS COUNTY
DEPARTMENT, CHANCERY DIVISION
SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? All Class Members may file a claim. The court has defined the Class as:

- (1) all residents of Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota; and
- (2) who are not registered users of Cognism.com; and
- (3) whose contact profiles were viewed by a free trial user on Cognism.com during the relevant time period.

The relevant time period is specific to each state:

Alabama: any time between September 20, 2020, and March 11, 2025

California: any time between September 20, 2020, and March 11, 2025

Illinois: any time between September 20, 2021, and March 11, 2025

Indiana: any time between September 20, 2020, and March 11, 2025

Nevada: any time between September 20, 2018, and March 11, 2025

Ohio: any time between September 20, 2018, and March 11, 2025

South Dakota: any time between September 20, 2019, and March 11, 2025

Excluded from the Settlement Class are: (1) any judge presiding over this case or their families; (2) Cognism and related companies, and (3) anyone who validly excludes themselves from the Settlement.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

Cognism has agreed to pay out the valid and timely claims made under the Settlement. The payment amount is state specific:

Alabama: \$150.00

California: \$22.50

Illinois: \$30.00

Indiana: \$30.00

Nevada: \$22.50

Ohio: \$75.00

South Dakota: \$30.00

The payment amount will be automatically based on your state of residence in Cognism's records.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Kis v. Cognism, Inc.
Case No. 2025CH000017
IN THE CIRCUIT COURT OF LASALLE COUNTY ILLINOIS COUNTY
DEPARTMENT, CHANCERY DIVISION
SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Cognism Right of Publicity Settlement, c/o Settlement Administrator, [PO Box Address].

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

Cognism Right of Publicity Settlement
c/o Settlement Administrator
[PO Box Address]

An electronic image of the completed Claim Form can also be submitted by email to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

The deadline to submit a Claim Form online is **[Claims Deadline]**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **[Claims Deadline]**.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Kis v. Cognism, Inc.
Case No. 2025CH000017
IN THE CIRCUIT COURT OF LASALLE COUNTY ILLINOIS COUNTY
DEPARTMENT, CHANCERY DIVISION
SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CASH PAYMENT (AVAILABLE TO ALL CLASS MEMBERS)

☐ Check this box if you would like to claim a cash payment.

You will automatically receive a payment based on your state of residence in Cognism's records.

III. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**
Email address, if different than you provided in Section 1: _____

☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____

☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____

☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____

☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.SettlementWebsite.com

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Kis v. Cognism, Inc.
Case No. 2025CH000017
IN THE CIRCUIT COURT OF LASALLE COUNTY ILLINOIS COUNTY
DEPARTMENT, CHANCERY DIVISION
SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

IV. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

— EXHIBIT D —

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

**[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 X/X, 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 X/X, 2025, at x:00 p.m. by Zoom (Meeting ID XXXXX 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.

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 | Within 15 days of Preliminary Approval Order, Defendant will provide Settlement Administrator with Class Member Information |
| Notice Deadline | Within 30 days of entry of Preliminary Approval Order, Settlement Administrator shall send Notice by mail to all Settlement Class Members |
| Motion for Attorneys' Fees, Costs, Expenses, and Service Awards | At least 14 days before the Deadline to Opt-Out/Object From Settlement |
| Deadline to Opt-Out/Object From Settlement | Within 60 days after the Notice Deadline |

| <u>Event</u> | <u>Deadline</u> |
|---|-----------------------------------|
| Claims Deadline | 90 days after the Notice Deadline |
| Motion for Final Approval of Class Action Settlement | XX, 2025 |
| Final Approval Hearing | XX, 2025 at TIME. |

IT IS ORDERED.

Dated: _____

THE HONORABLE XXX

CIRCUIT COURT JUDGE

— EXHIBIT E —

**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

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

WHEREAS, the Court, having (i) considered the Settlement Agreement filed on _____, 2025 (the “Settlement”) between and among Kate Hoffower, Rashad Debose, Nicholas Kis, Tammy McAlpine Brown, Reid Cooper, Anibal Osuna, and Leslie Bowar (collectively, “Plaintiffs”), individually and on behalf of the Settlement Classes (defined below) and Cognism Inc. (“Defendant”), (ii) considered the Court’s _____, 2025 Order Granting Preliminary Approval of Class Action Settlement Agreement and Conditionally Certifying Settlement Class for Settlement Purposes Only (“Preliminary Approval Order”), (iii) held a Final Approval Hearing on _____, 2025, (iv) considered all of the submissions and arguments with respect to the Settlement, and (v) being fully informed, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Plaintiffs' Motion for Final Approval of Class Action Settlement Agreement and Award of Attorneys' Fees, Costs, and Expenses, and Class Representative Service Awards is GRANTED.

2. This Order and Judgment incorporates herein and makes a part hereof, the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order and Judgment.

3. The Court has personal jurisdiction over the Plaintiffs, the Settlement Class Members, and Defendant for purposes of this Settlement, and has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss the Action with prejudice.

I. CERTIFICATION OF THE SETTLEMENT CLASS

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Classes (the "Settlement Class") for settlement purposes only:

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.

5. Also excluded from the Settlement Class are those persons identified in Exhibit A hereto, each of whom submitted a timely and valid Request for Exclusion from the Settlement Class prior to the Opt-Out Deadline. Such persons shall not receive the benefits of the Settlement and shall not be bound by this Order and Judgment.

6. For settlement purposes only, with respect to the Settlement Class, the Court confirms that the prerequisites for a class action pursuant to 735 ILCS 5/2-801 have been met, in that: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the Settlement Class, which common questions predominate over any questions affecting only individual members; (3) the Class Representatives will fairly and adequately protect the interest of the Settlement Class; and (4) the class action is an appropriate

method for the fair and efficient adjudication of this controversy. Any objections to the Settlement have been considered and are hereby overruled.

II. NOTICE TO THE SETTLEMENT CLASS

7. The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

III. FINAL APPROVAL OF THE SETTLEMENT

8. The Court finds that the Settlement resulted from arm's-length negotiations between Class Counsel and Defendant.

9. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

10. The Court finds that Plaintiffs and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

11. The Settling Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

IV. DISMISSAL OF CLAIMS AND RELEASE

12. The Action is hereby dismissed with prejudice as to all Parties including the Settlement Class and without cost to any party, except as otherwise provided herein or in the Settlement.

13. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims. "Released Claims" means any and all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from Defendant's use of Settlement Class Members' names and personal information on Cognism.com. Plaintiffs and each Settlement Class Member shall be deemed to have waived, and by operation of the settlement 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, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

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.

"Released Parties" means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's and these entities'

respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.” “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

V. ATTORNEYS’ FEES, COSTS, AND EXPENSES AND REPRESENTATIVE PLAINTIFF’S SERVICE AWARD

14. The Court awards attorneys’ fees, litigation costs and expenses of \$525,000.00 and payment of a service award in the amount of \$2,500.00 to each of the Settlement Class Representatives. The Court directs the Settlement Administrator to pay such amounts in accordance with the terms of the Settlement. Settlement Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the attorneys’ fees, costs, and expenses awarded by the Court among Plaintiffs’ counsel of record in the Action.

VI. OTHER PROVISIONS

15. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains continuing and exclusive jurisdiction over the settling Parties and the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Settlement.

16. Nothing in this Final Approval Order and Judgment, the Settlement, or any documents or statements relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

17. In the event the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and Judgment and all orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*.

IT IS SO ORDERED.

Dated:

By: _____
Honorable Judge