

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

Krause v. RocketReach, LLC, No. 21-cv-01938 (N.D. Ill.)

IF YOU LIVE IN ILLINOIS AND HAD YOUR NAME DISPLAYED ON ROCKETREACH'S WEBSITE BETWEEN APRIL 12, 2020 AND APRIL 11, 2023, YOU MAY BE ENTITLED TO A CLASS ACTION SETTLEMENT PAYMENT.

This is an official court notice. You are not being sued. This is not an ad for a lawyer.

- A Settlement has been reached in a class action lawsuit between individuals who have an Illinois residential address and RocketReach, LLC (“Defendant” or “RocketReach”) about the alleged display of identifying information on RocketReach.co. The lawsuit claims that Defendant violated an Illinois law called the Illinois Right of Publicity Act when it allegedly used individuals’ names, email addresses, work information, job title, and links to social media profiles, or other identifying information to advertise or promote the subscription service to its people search engine. The Court has not decided who is right or wrong.
- If you received a notice of the Settlement by email or in the mail, our records indicate that you may be a Settlement Class Member and you may submit a claim form online or by mail to receive a payment. The Settlement Class includes all individuals with an Illinois residential address whose name was displayed on RocketReach’s website in connection with a “+Phone Plan” hyperlink from April 12, 2020 to April 11, 2023.
- If the Court approves the Settlement, members of the Settlement Class who submit a valid claim will receive an equal, or *pro rata*, share of either a \$1,596,300 fund that Defendant agreed to create, after all notice and administration costs, incentive award, and attorneys’ fees have been paid. Individual payments to Settlement Class Members who submit a valid Claim Form are estimated to be \$146 to \$243, but the Settlement payments could be more or less depending on the number of valid claims submitted.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment. You must submit a complete and valid claim form either online or by mail before July 17, 2023 .
DO NOTHING	You will receive no payment under the Settlement and give up your right to sue RocketReach in a future lawsuit about the claims addressed in the Settlement.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have to sue RocketReach about the issues in this case.
OBJECT	Write to the Court explaining why you don’t like the Settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still must decide whether to approve the Settlement. Payments will only be provided after any issues with the Settlement are resolved. Please be patient.

BASIC INFORMATION

1. What is this notice and why should I read it?

The Court authorized this notice to let you know about a proposed Settlement with RocketReach. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Lindsay C. Jenkins of the United States District Court for the Northern District of Illinois is overseeing this class action. The case is called *Krause v. RocketReach, LLC*, No. 21-cv-01938 (N.D. Ill.). The person who filed the lawsuit, Aimee Krause, is the Plaintiff. The company she sued, RocketReach, LLC, is the Defendant.

2. What is a putative class action lawsuit?

A class action is a lawsuit in which an individual or individuals called the “Class Representative” bring a single lawsuit on behalf of other people who have similar legal claims. All of these people together are a “Class” or “Class Members.” Once a Settlement Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

RocketReach runs a website that provides directory services, including various information about people. Free and paid subscriptions are available to search RocketReach’s website. The Illinois Right of Publicity Act, 765 ILCS 1075/1, *et seq.*, prohibits using individuals’ names, addresses, email addresses, work information, job title, or other identifying information to advertise, promote, or in connection with an offer for sale any of its products or services, without written consent. This lawsuit alleges that RocketReach violated the Illinois Right of Publicity Act by allegedly displaying Illinois residents’ identifying information on RocketReach’s website in connection with a subscription to RocketReach’s services between April 12, 2020 and April 11, 2023. The Illinois Right of Publicity Act provides for \$1,000 damages per violation. RocketReach denies that it did anything wrong or violated any law.

More information about Plaintiff’s complaint in the lawsuit and the Defendant’s defenses can be found in the “Court Documents” section of the Settlement Website at www.RocketReachIRPASettlement.com.

4. Who is included in the Settlement Class?

You are a member of the Settlement Class if you had an Illinois residential address and your name was displayed on RocketReach’s website in connection with a “+Phone Plan” hyperlink from April 12, 2020 to April 11, 2023. If you received a notice of the Settlement via email or in the mail, our records indicate that you are a class member and are included in the Settlement. You may call or email the Settlement Administrator at (833) 374-2547 or info@RocketReachIRPASettlement.com to ask whether you are a member of the Settlement Class.

THE SETTLEMENT BENEFITS

5. What does the Settlement provide?

Cash Payments. If you’re eligible, you can file a claim to receive a cash payment. Payments to Settlement Class Members who submit a valid Claim Form are estimated to be \$146 to \$243, but the settlement payments could be more or less depending on the number of valid claims submitted. These will be a *pro rata*, or equal, share of either a \$1,596,300 fund that RocketReach agreed to create for the Settlement Class,

after the payment of Settlement expenses, attorneys' fees, and any incentive award for the Class Representative approved by the Court.

Prospective Relief. Under the Settlement, RocketReach has agreed not to display the name of any Settlement Class Member whose location, according to RocketReach's database, remains in Illinois, on any page on its website that includes a subscription offer to RocketReach's products or services by the Settlement's Effective Date, and to refrain from doing so for a period of three years thereafter.

HOW TO GET SETTLEMENT BENEFITS

6. How do I get a payment?

If you are a Settlement Class Member and you want to get a payment, you must complete and submit a valid Claim Form by July 17, 2023. If you received an email notice, it contained a link to the online Claim Form, which is also available on this website here www.RocketReachIRPASETtlement.com and can be filled out and submitted online. The online claim form lets you select to receive your payment by Venmo, Zelle, Paypal, or check. A paper Claim Form with pre-paid postage was attached to the postcard notice you may have received in the mail. If you send in a paper Claim Form and it is approved, you will receive a check by mail.

7. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **September 12, 2023**. If the Court approves the Settlement, Class Members whose claims were approved by the Settlement will be issued a check or electronic payment (as chosen by the Class Member) within 28 days after the Settlement Effective Date. Please be patient. Uncashed checks and electronic payments that are unable to be completed will expire and become void 180 days after they are issued and will revert to the Settlement Fund to be distributed *pro rata* to claiming Settlement Class Members or in a manner as otherwise directed by the Court upon application made by Class Counsel.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in the case?

Yes, the Court has appointed lawyers from the law firms Edelson PC and Bursor & Fisher, PA as the attorneys to represent you and other Class Members. These attorneys are called "Class Counsel." In addition, the Court appointed Plaintiff Aimee Krause to serve as the Class Representative. She is a Class Member like you. Class Counsel can be reached by calling (866) 354-3015.

9. Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 35% of the Settlement Fund, and will also request an incentive award of \$1,000 for the Class Representative from the Settlement Fund. If the Settlement is finally approved, the Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and the proper amount of any award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What happens if I do nothing at all?

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against RocketReach or the other Released Parties regarding any of the Released Claims. **Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.**

To submit a Claim Form, or for information on how to request exclusion from the Settlement Class or file an objection, please visit the Settlement Website, www.RocketReachIRPASettlement.com. You may also call (833) 374-2547 for more information about the Settlement.

12. What happens if I ask to be excluded?

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense.

13. How do I ask to be excluded?

You can mail or email a request stating that you want to be excluded from the Settlement. Your request must: (a) be in writing; (b) identify the case name *Krause v. RocketReach, LLC*, No. 21-cv-1938 (N.D. Ill.); (c) state the full name and current address of the person seeking exclusion; (d) be signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before July 17, 2023. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Krause v. RocketReach, LLC*, No. 21-cv-1938 (N.D. Ill.).” You must mail or email your exclusion request no later than July 17, 2023 to:

Krause v. RocketReach, LLC
P.O. Box 25226
Santa Ana, CA 92799

-or-

info@RocketReachIRPASettlement.com

You can’t exclude yourself over the phone. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. Each request for exclusion must be submitted individually.

14. If I don’t exclude myself, can I sue RocketReach for the same thing later?

No. Unless you exclude yourself, you give up any right to sue RocketReach and any other Released Party for the claims being resolved by this Settlement.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive a payment.

16. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the court stating that you object to the Settlement in *Krause v.*

RocketReach, LLC, No. 21-cv-1938 (N.D. Ill.) no later than July 17, 2023. Your objection must be e-filed or delivered to the court at the following address:

Clerk of the United States District Court for the Northern District of Illinois
Everett McKinley Dirksen United States Courthouse
219 South Dearborn Street
Chicago, Illinois 60604

Because of the Covid-19 pandemic, the court is accepting filings from *pro se* litigants via email. Instructions on how to file via email can be found [here](#).

The objection must be in writing, personally signed by the objector, and must include: (a) the person's full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for the objection, (e) all documents or writings that the person desires the Court to consider, (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Court and postmarked, emailed, or delivered to Class Counsel and Defendant's Counsel no later than the July 17, 2023.

If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of July 17, 2023. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

In addition to filing your objection with the Court, you must send via mail, email, or delivery service, by no later than July 17, 2023, copies of your objection and any supporting documents to both Class Counsel and Defendant's lawyers at the addresses listed below:

Class Counsel	Defendants' Counsel
Eli Wade-Scott ewadescott@edelson.com EDELSON PC 350 North LaSalle Street, 14th Floor Chicago, Illinois 60654	Steven L. Baron sbaron@bhhlawfirm.com BARON HARRIS HEALEY 150 South Wacker Drive, Ste. 2400 Chicago, Illinois 60606

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and incentive awards on July 3, 2023.

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on September 12, 2023 at 10:00 a.m. before the Honorable Lindsay C. Jenkins in Room 2119 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. **At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.**

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.RocketReachIRPASettlement.com.

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

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria required and described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

20. May I speak at the Final Approval Hearing?

Yes. If you do not exclude yourself, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement. If you filed an objection (see Question 16 above) and intend to appear at the Final Approval Hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

21. Where do I get more information?

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents are available at www.RocketReachIRPASettlement.com or at the Clerk's Office in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays and any closures as a result of the COVID-19 pandemic. You can also contact Class Counsel at (866) 354-3015 with any questions.

REMOVING MY INFORMATION FROM ROCKETREACH

22. How do I get RocketReach to stop showing my information?

Although, under the settlement, RocketReach has agreed not to display the name of any Settlement Class Member whose location, according to RocketReach's database, remains in Illinois, on any page on its website that includes a subscription offer to RocketReach's products or services by the Settlement's Effective Date, and to refrain from doing so for a period of three years thereafter, your name may still appear on any page on RocketReach's website that does not include a subscription offer to RocketReach's products or services.

If you would like to remove your information from RocketReach, you can submit a request through <https://rocketreach.co/claim-profile> and complete the prompts as directed. Removal requests may take time to process.

23. Will removing my information from RocketReach impact my legal rights?

No. Your choice to remove your information from RocketReach has no bearing on your ability to collect from this Settlement. Removing your information from RocketReach is not the same as excluding yourself from the Settlement. These opt out processes are available to all individuals with a RocketReach listing whether or not they are Settlement Class Members. These processes are not related to this Settlement in any way.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT, OR THE
DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF
SETTLEMENT PAYMENTS**