

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

KATE HOFFOWER,
DRU DOMINICI,
WILTON ALDERMAN,
TAMMY MCALPINE BROWN,
REID COOPER,
MARK SESSA, and
GARY HALL,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

DEMANDBASE, INC., and INSIDEVIEW
TECHNOLOGIES, INC.,

Defendants.

Case No. 2025CH000014

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

Plaintiffs Kate Hoffower, Dru Dominici, Wilton Alderman, Tammy McAlpine Brown, Reid Cooper, Mark Sessa, and Gary Hall (“Plaintiffs”), individually and on behalf of all similarly situated persons, allege the following against Defendants DemandBase, Inc. and InsideView Technologies, Inc. (collectively “Defendants” or “InsideView”). Unless otherwise specified, all screenshots and quotations below were obtained from the website www.insideview.com:

I. INTRODUCTION

1. Plaintiffs and members of the proposed state-specific Classes (the “Classes”) are private individuals who have no relationship with Defendants, nor with the website Defendants owned and operated at www.insideview.com. Plaintiffs and the Classes have never used

www.insideview.com, nor did they provide their names, contact information, job titles, places of work, education histories, cities of residence, or any other personal information to InsideView.

2. Plaintiffs were seriously distressed to discover InsideView's commercial use of their names, personal information, and personas to advertise paid subscriptions to a product called "InsideView Pro."

3. Plaintiffs and the Classes did not consent to InsideView using their names, contact information, job titles, places of work, education histories, cities of residence, photographs, and other personal information to promote InsideView subscriptions. Nor did they consent to InsideView selling access to their personal information as part of its subscription products.

4. InsideView advertised subscriptions by publicly displaying profiles about Plaintiffs and Class Members showing their names, contact information, job titles, places of work, education histories, cities of residence, and other personal information. Some profiles include photographs.

5. Free trial users who attempted to download Plaintiffs' and Class Members' personal information, or who attempted to "Build a list" of potential contacts that included Plaintiffs' and Class Members' profiles, were shown a pop-up asking the user to "Upgrade to Pro" and purchase an InsideView subscription for \$99 per month.

6. InsideView advertised that paying subscribers received a variety of services, including: access to "accurate email addresses and corporate [sic] phone numbers" for Plaintiffs and Class Members; and "contact details, news events, and social feeds to help you connect" with Plaintiffs and Class Members.

7. InsideView advertised that paying subscribers also received automatic tracking and delivery of: Plaintiffs' and Class Members' social media posts; posts made about Plaintiffs and Class Members by others on social media; and mentions of Plaintiffs and Class Members in the

news media. InsideView's "Watchlists" feature "[a]utomatically follow[s] accounts . . . to stay up-to-date on the latest insights about . . . prospects via alerts sent directly to your inbox." This automatic tracking delivered a variety of information about Plaintiffs and Class Members including: "news mentions about" Plaintiffs and Class Members; "what [Plaintiffs and Class Members] are talking about on Twitter and Facebook"; and "what others are saying about [Plaintiffs and Class Members] in the social media."

8. InsideView advertised that paying subscribers also received "Intent Data" about Plaintiffs and Class Members. "Intent Data" is "information about [Plaintiffs' and Class Members'] behavior and content consumption that suggests they're in the market to buy particular products and services." InsideView subscribers could see what "articles and whitepapers . . . podcasts . . . and web content" Plaintiffs and Class Members were consuming, in order to "know precisely the right moment to reach out" for a sale.

9. InsideView is the sole author, designer, and implementor of the advertising techniques and messages giving rise to this lawsuit. InsideView did not host user-generated content on or in any part of the website relevant to this lawsuit. InsideView was the sole curator, designer, and creator of the content described in this Complaint, including the profiles representing Plaintiffs and Class Members, the on-site pop-ups soliciting subscriptions, and the services that allow paying subscribers to track Plaintiffs' and Class Members' social media and internet browsing behavior.

10. Plaintiffs do not know how InsideView obtained their names, contact information, job titles, places of work, education histories, and cities of residence. Plaintiffs do not know how InsideView obtained access to their social media posts and social media posts about them, updates about which InsideView sold as part of a subscription. Plaintiffs do not know how InsideView

obtained access to their internet browsing behavior, which InsideView sold as part of a subscription.

11. Plaintiffs' and Class Members' names, personal information, social media activity, browsing behavior, photographs, likenesses, and personas have commercial value. This commercial value is demonstrated by the exploitation of Plaintiffs' and Class Members' names, personal information, social media activity, browsing behavior, photographs, for commercial gain by InsideView and InsideView's competitors.

12. InsideView appropriated Plaintiffs' and Class Members' names, personal information, and personas without permission or consent from Plaintiffs or Class Members.

13. Consent is not all or nothing. Plaintiffs and Class Members may have shared their names, personal information, social media histories, and internet browsing behavior with companies or the government in a variety of contexts. For example, Plaintiffs or Class Members may have consented to the posting of their names, work histories, and photographs on the website of a company for which they work, or on a professional networking site. They may have shared their browsing behavior with an internet service provider as part of receiving internet access.

14. But Plaintiffs and Class Members did not consent to the commercial use of their personal information and personas to promote subscriptions to a website with which they have no relationship, and which they have no interest in promoting.

15. The laws of Illinois, Ohio, California, Alabama, Indiana, Nevada, and South Dakota recognize individuals' intellectual property and privacy rights in controlling the use of their names, photographs, likenesses, and personas for commercial purposes.

16. By using Plaintiffs' and Class Members' names, likenesses, photographs, and personas in advertisements for website subscriptions without consent, InsideView violated their

intellectual property and privacy rights. Plaintiffs and Class Members have the right not to have their personas exploited to promote a product with which they have no relationship and no interest in supporting.

17. Plaintiffs and Class Members have an economic interest in their personas, which InsideView has stolen, and a privacy interest in their personas, which InsideView has violated.

18. By these actions, InsideView has violated the laws of Illinois, Ohio, California, Alabama, Indiana, Nevada, and South Dakota. Each of these states recognizes a private statutory cause of action for non-consensual infringement of an individual's right of publicity. Many of these states also recognize a common law cause of action for misappropriation of a name or likeness. Section VI below ("Causes of Action") identifies the specific statutory and common law causes of action under which Plaintiffs claim relief.

19. Plaintiffs and Class Members have suffered injury through the unlawful taking of their valuable intellectual property; through the invasion of their privacy rights protected by statute and common law; through InsideView's unlawful profiting from its exploitation of their names, personas, and personal information; and through harm to peace of mind.

20. Plaintiffs and Class Members are entitled to relief including statutory damages, disgorgement of profits, royalties for the use of their names and personas, restitution of the value of their names and personas, an injunction prohibiting InsideView's unlawful conduct, the award of attorneys' fees, expenses, and costs, and declaratory relief.

II. JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction pursuant to 735 ILCS 5/2-209.

22. This Court has personal jurisdiction over the Defendants because Defendants intentionally availed themselves of this jurisdiction by marketing to customers and prospective

customers in Illinois, employing individuals in Illinois, providing services in Illinois, and using the names and personal information of Illinois residents for commercial purposes as alleged herein.

23. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 because Plaintiff Hoffower resides in this County, Defendants operate in this County, and a substantial part of the events, acts, and omissions giving rise to these claims occurred in this County.

III. PARTIES

24. Plaintiff Kate Hoffower is an individual citizen of the State of Illinois, residing in LaSalle County.

25. Plaintiff Dru Dominici is an individual citizen of the State of Ohio, residing in Franklin County, Ohio.

26. Plaintiff Wilton Alderman is an individual citizen of the State of California, residing in Contra Costa County, California.

27. Plaintiff Tammy McAlpine Brown is an individual citizen of the State of Alabama, residing in Walker County, Alabama.

28. Plaintiff Reid Cooper is an individual citizen of the State of Indiana, residing in Marion County, Indiana.

29. Plaintiff Mark Sessa is an individual citizen of the State of Nevada, residing in Clark County, Nevada.

30. Plaintiff Gary Hall is an individual citizen of the State of South Dakota, residing in Minnehaha County, South Dakota.

31. Defendant InsideView Technologies, Inc. is a California corporation with its headquarters in San Francisco, California. Defendant owned and operated the website www.insideview.com.

32. Defendant Demandbase, Inc. is a California corporation with its headquarters in San Francisco, California. On information and belief, Defendant InsideView Technologies, Inc. is a wholly owned subsidiary of Defendant Demandbase, Inc. On information and belief, Defendant Demandbase controls Defendant InsideView Technologies, Inc. and made many of the decisions giving rise to this Complaint.

IV. FACTUAL ALLEGATIONS

Plaintiff Wilton Alderman (seeking to represent a California class).

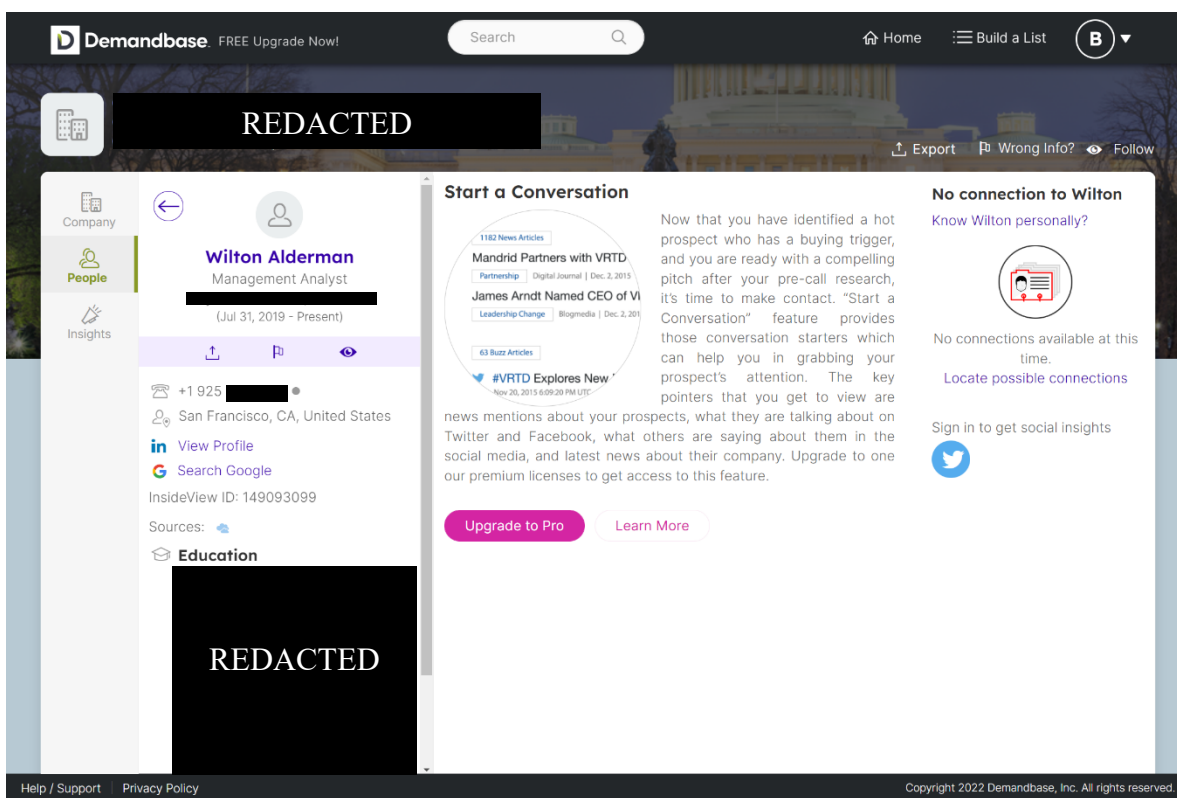
33. Plaintiff Wilton Alderman has no relationship with InsideView. He was never a subscriber of, and never used, insideview.com.

34. Mr. Alderman did not give consent to InsideView to use his name, likeness, personal information, or persona in any way. Had InsideView requested his consent, Mr. Alderman would not have provided it.

35. InsideView used¹ Mr. Alderman's name and persona in advertisements promoting website subscriptions.

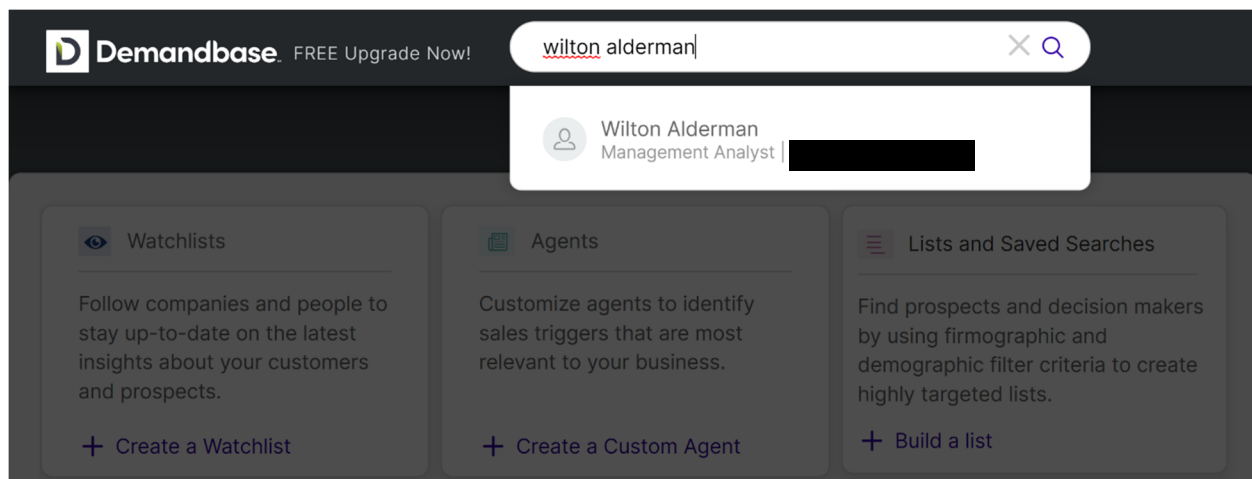
¹ As of the filing of this Complaint, the website at www.insideview.com has been discontinued. The allegations and screenshots herein relate to InsideView's past commercial use of Plaintiffs' and Class Members' personas, prior to the website's discontinuation.

36. InsideView publicly displayed a profile of personal information about Mr. Alderman on the Internet. The profile stated his name, city of residence, phone number, place of work, job title, educational history, and graduate school GPA. The profile uniquely identified Mr. Alderman. A screenshot depicting the profile is shown below. For privacy, Plaintiffs' counsel have redacted Mr. Alderman's place of work, phone number, educational history, and graduate school GPA. In the original profile appearing on the InsideView website, this information was plainly visible.



37.

38. InsideView provided a publicly accessible landing page at insideview.com on which users could search, and did search, for Mr. Alderman by name. Anyone who created a free account on InsideView could access the landing page and search for Mr. Alderman without needing to pay for a subscription. The landing page is shown below. For privacy, Plaintiffs' counsel have redacted Mr. Alderman's place of work, which was plainly visible on the website published by InsideView:



39. Users who searched for Mr. Alderman and clicked on the pop-up beneath the search bar were shown the profile of Mr. Alderman that appears two paragraphs above.

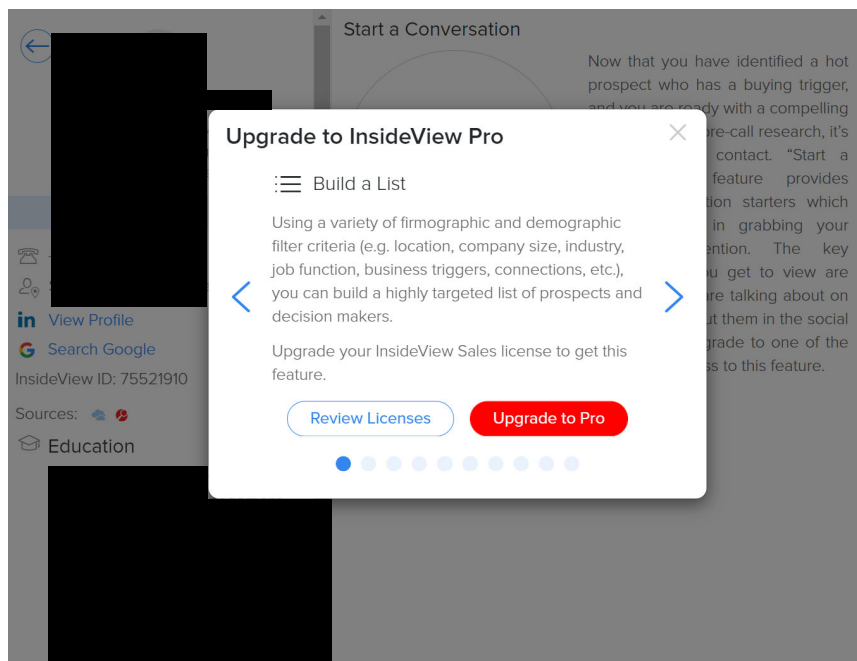
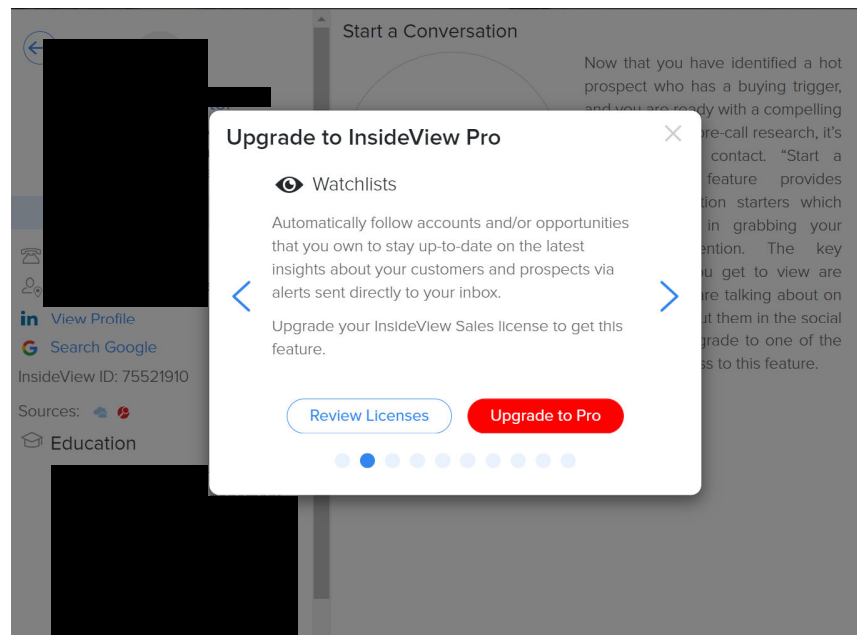
40. Users who attempted to download Mr. Alderman's information by clicking the "Export" button on his profile received a pop-up message prompting them to "Upgrade to InsideView Pro" at a cost of \$99 per month.

41. Users who attempted to add Mr. Alderman's name to a list of potential contacts by clicking the "Build a list" button on his profile, or who clicked the large red button marked "Upgrade to Pro," also received the pop-up message prompting them to "Upgrade to InsideView Pro."

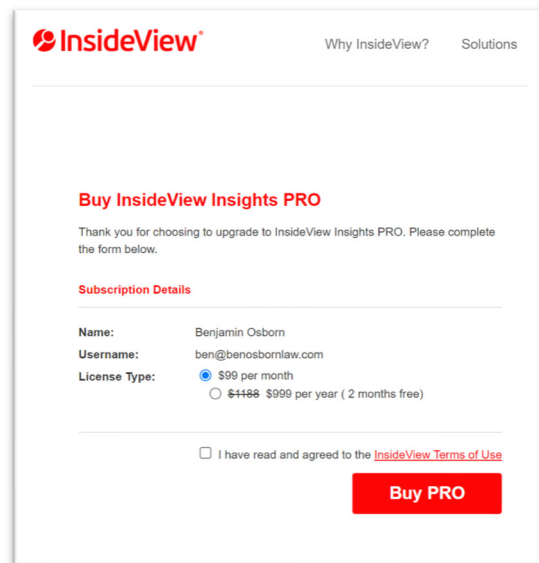
42. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive additional information about Mr. Alderman, including: (a) Mr. Alderman’s social media posts and social media posts about him; (b) the ability to “automatically follow” Mr. Alderman and receive automated information whenever his personal information changes; and (c) information about Mr. Alderman’s “web . . . behavior and content consumption” that may “suggest [he’s] in the market to buy particular products and services.”

43. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive similar information about millions of other individuals in addition to Mr. Alderman.

44. Screenshots depicting the pop-up message are shown below. For privacy, Plaintiffs' counsel have redacted the name, place of work, phone number, and education history, which were plainly visible on InsideView's website.



45. Users who clicked “Upgrade to Pro” on the pop-up message received a payment screen prompting the purchase of a subscription for \$99 per month.



The screenshot shows a web form titled "Buy InsideView Insights PRO". At the top left is the InsideView logo, and at the top right are links for "Why InsideView?" and "Solutions". The main heading is "Buy InsideView Insights PRO" in red. Below it, a message says: "Thank you for choosing to upgrade to InsideView Insights PRO. Please complete the form below." The form is titled "Subscription Details" in red. It contains the following fields: "Name:" with the value "Benjamin Osborn", "Username:" with the value "ben@benosbornlaw.com", and "License Type:" with two radio button options: "\$99 per month" (which is selected) and "\$4488 \$999 per year (2 months free)". Below the license type options is a checkbox labeled "I have read and agreed to the [InsideView Terms of Use](#)". At the bottom right of the form is a red button labeled "Buy PRO".

46. InsideView’s purpose in using Mr. Alderman’s name, personal information, and persona on its website was to solicit the purchase of paid subscriptions to InsideView Pro.

47. Mr. Alderman does not know how InsideView obtained his name and personal information. InsideView advertised that it gathered information from “40,000+ sources.”

48. InsideView misappropriated Mr. Alderman’s personal information and persona without permission from Mr. Alderman. On information and belief, InsideView misappropriated Mr. Alderman’s personal information and persona without permission from the sources from which it obtained Mr. Alderman’s information.

49. Mr. Alderman has intellectual property and privacy interests in his name, likeness, and persona recognized by California statutory and common law. He has the right to exclude anyone from making commercial use of his persona without his permission.

50. InsideView has injured Mr. Alderman by taking his intellectual property without compensation; by invading his privacy rights protected by statute and common law; and by unlawfully profiting from its exploitation of his personal information.

51. InsideView's illegal actions caused Mr. Alderman mental injury and disturbed his peace of mind. Mr. Alderman is deeply uncomfortable in the knowledge that InsideView was using his name and persona to advertise and as part of a commercial product he has no interest in supporting. Mr. Alderman believes his persona is rightly his to control. InsideView's illegal use has left him worried and uncertain about his inability to control how his name and persona is used. Mr. Alderman feels that InsideView's use of his name, persona, personal information, and browsing history represents an alarming invasion of his privacy. Mr. Alderman believes that InsideView's collection and publication of personal details about him encouraged and enabled identity fraud. He believes InsideView's use of his personal information encouraged and enabled harassing marketing and sales communications.

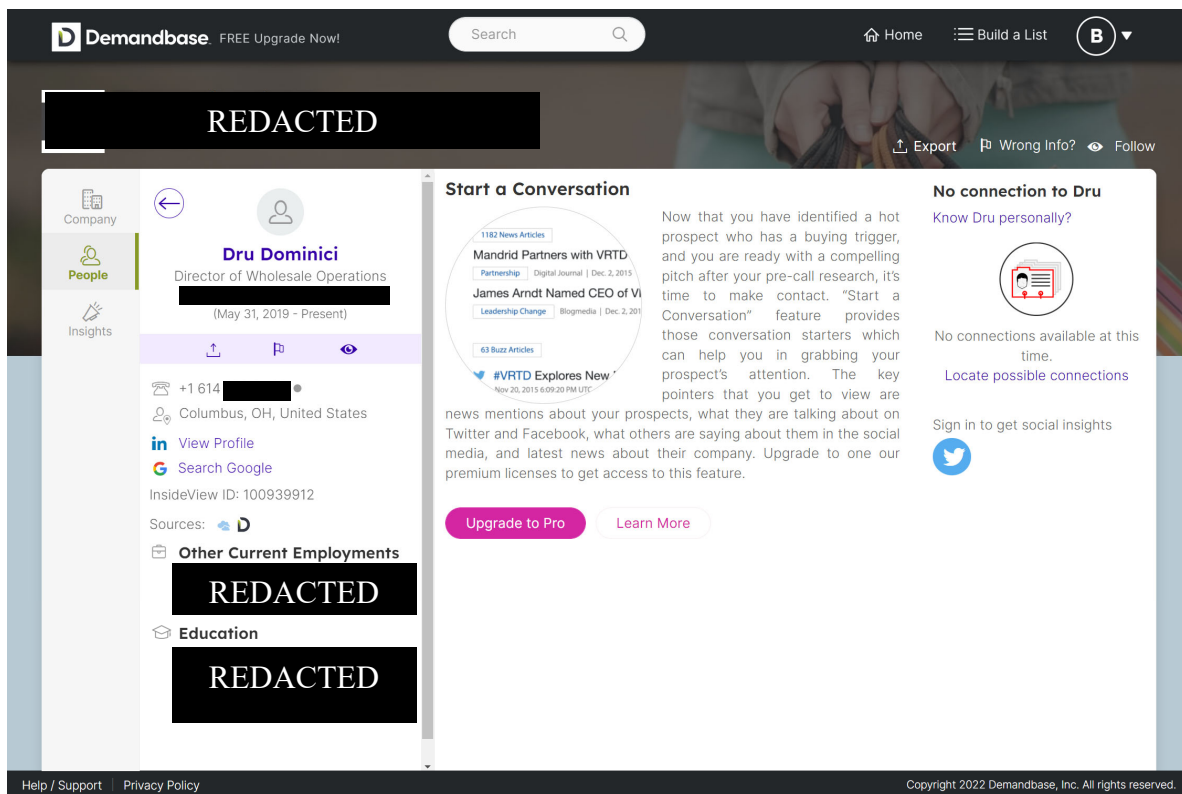
Plaintiff Dru Dominici (seeking to represent an Ohio class)

52. Plaintiff Dru Dominici has no relationship with InsideView. He was never a subscriber of, and never used, insideview.com.

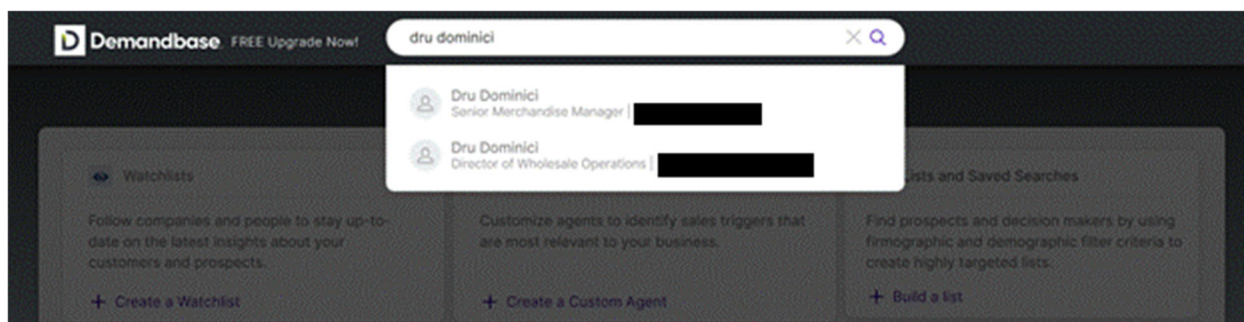
53. Mr. Dominici did not give consent to InsideView to use his name, likeness, personal information, or persona in any way. Had InsideView requested his consent, Mr. Dominici would not have provided it.

54. InsideView used Mr. Dominici's name and persona in advertisements promoting website subscriptions.

55. InsideView publicly displayed a profile of personal information about Mr. Dominici on the Internet. The profile stated his name, city of residence, phone number, place of work, job title, educational history, and college GPA. The profile uniquely identified Mr. Dominici. A screenshot depicting the profile is shown below. For privacy, Plaintiffs' counsel have redacted Mr. Dominici's place of work, phone number, educational history, and college GPA. In the original profile appearing on the InsideView website, this information was plainly visible.



58. InsideView provided a publicly accessible landing page at insideview.com on which users could search, and did search, for Mr. Dominici by name. Anyone who created a free account on InsideView could access the landing page and search for Mr. Dominici without needing to pay for a subscription. The landing page is shown below. For privacy, Plaintiffs' counsel have redacted Mr. Dominici's place of work, which was plainly visible on the website published by InsideView:



59. Users who searched for Mr. Dominici and clicked on the pop-up beneath the search bar were shown the profile of Mr. Dominici that appears two paragraphs above.

60. Users who attempted to download Mr. Dominici's information by clicking the "Export" button on his profile received a pop-up message prompting them to "Upgrade to InsideView Pro" at a cost of \$99 per month.

61. Users who attempted to add Mr. Dominici's name to a list of potential contacts by clicking the "Build a list" button on his profile, or who clicked the large red button marked "Upgrade to Pro," also received the pop-up message prompting them to "Upgrade to InsideView Pro."

62. InsideView advertised that users who purchased an "InsideView Pro" subscription would receive additional information about Mr. Dominici, including: (a) Mr. Dominici's social media posts and social media posts about him; (b) the ability to "automatically follow" Mr.

Dominici and receive automated information whenever his personal information changes; and (c) information about Mr. Dominici's "web . . . behavior and content consumption" that may "suggest [he's] in the market to buy particular products and services."

63. InsideView advertised that users who purchased an "InsideView Pro" subscription would receive similar information about millions of other individuals in addition to Mr. Dominici.

64. The pop-up message InsideView showed on top of Mr. Dominici's profile is substantially similar to the message it showed on top of Mr. Alderman's profile, depicted above, except that Mr. Dominici's name and personal information appeared in place of Mr. Alderman's.

65. Users who clicked "Upgrade to Pro" on the pop-up message received a payment screen prompting the purchase of a subscription for \$99 per month. The payment screen is substantially similar to the payment screen depicted above in the sections concerning Mr. Alderman.

66. InsideView's purpose in using Mr. Dominici's name, personal information, and persona on its website was to solicit the purchase of paid subscriptions to InsideView Pro.

67. Mr. Dominici does not know how InsideView obtained his name and personal information. InsideView advertised that it gathered information from "40,000+ sources."

68. InsideView misappropriated Mr. Dominici's personal information and persona without permission from Mr. Dominici. On information and belief, InsideView misappropriated Mr. Dominici's personal information and persona without permission from the sources from which it obtained Mr. Dominici's information.

69. Mr. Dominici has intellectual property and privacy interests in his name, likeness, and persona recognized by Ohio statutory and common law. He has the right to exclude anyone from making commercial use of his persona without his permission.

70. InsideView has injured Mr. Dominici by taking his intellectual property without compensation; by invading his privacy rights protected by statute and common law; and by unlawfully profiting from its exploitation of his personal information.

71. InsideView's illegal actions caused Mr. Dominici mental injury and disturbed his peace of mind. Mr. Dominici is deeply uncomfortable in the knowledge that InsideView was using his name and persona to advertise and as part of a commercial product he has no interest in supporting. Mr. Dominici believes his persona is rightly his to control. InsideView's illegal use has left him worried and uncertain about his inability to control how his name and persona is used. Mr. Dominici feels that InsideView's use of his name, persona, personal information, and browsing history represents an alarming invasion of his privacy. Mr. Dominici believes that InsideView's collection and publication of personal details about him encouraged and enabled identity fraud. He believes InsideView's use of his personal information encouraged and enabled harassing marketing and sales communications.

Plaintiff Kate Hoffower (seeking to represent an Illinois class)

72. Plaintiff Kate Hoffower has no relationship with InsideView. She was never a subscriber of, and never used, insideview.com.

73. Ms. Hoffower did not give consent to InsideView to use her name, likeness, personal information, or persona in any way. Had InsideView requested her consent, Ms. Hoffower would not have provided it.

74. InsideView used Ms. Hoffower's name and persona in advertisements promoting website subscriptions.

75. InsideView publicly displayed a profile of personal information about Ms. Hoffower on the Internet. The profile was similar in form and content to the profiles of Mr.

Alderman and Mr. Dominici shown above. On information and belief, the profile stated at least her name, city of residence, phone number, place of work, job title, and education history. The profile uniquely identified Ms. Hoffower.

76. InsideView provided a publicly accessible landing page at insideview.com on which users could search, and did search, for Ms. Hoffower by name. Anyone who created a free account on InsideView could access the landing page and search for Ms. Hoffower without needing to pay for a subscription. The landing page is depicted above in the sections relating to Mr. Alderman and Mr. Dominici. On information and belief, a search for Ms. Hoffower's name yielded a pop-up beneath the search bar that uniquely identified her by name, job title, and place of work.

77. Users who searched for Ms. Hoffower and clicked on the pop-up beneath the search bar were shown the profile of Ms. Hoffower described two paragraphs above.

78. Users who attempted to download Ms. Hoffower's information by clicking the "Export" button on her profile received a pop-up message prompting them to "Upgrade to InsideView Pro" at a cost of \$99 per month.

79. Users who attempted to add Ms. Hoffower's name to a list of potential contacts by clicking the "Build a list" button on her profile, or who clicked the large red button marked "Upgrade to Pro," also received the pop-up message prompting them to "Upgrade to InsideView Pro."

80. InsideView advertised that users who purchased an "InsideView Pro" subscription would receive additional information about Ms. Hoffower, including: (a) Ms. Hoffower's social media posts and social media posts about her; (b) the ability to "automatically follow" Ms. Hoffower and receive automated information whenever her personal information changes; and (c)

information about Ms. Hoffower’s “web . . . behavior and content consumption” that may “suggest [he’s] in the market to buy particular products and services.”

81. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive similar information about millions of other individuals in addition to Ms. Hoffower.

82. The pop-up message InsideView showed on top of Ms. Hoffower’s profile is substantially similar to the message it showed on top of Mr. Alderman’s profile, depicted above, except that Ms. Hoffower’s name and personal information appeared in place of Mr. Alderman’s.

83. Users who clicked “Upgrade to Pro” on the pop-up message received a payment screen prompting the purchase of a subscription for \$99 per month. The payment screen is substantially similar to the payment screen depicted above in the sections concerning Ms. Hoffower.

84. InsideView’s purpose in using Ms. Hoffower’s name, personal information, and persona on its website was to solicit the purchase of paid subscriptions to InsideView Pro.

85. Ms. Hoffower does not know how InsideView obtained her name and personal information. InsideView advertised that it gathered information from “40,000+ sources.”

86. InsideView misappropriated Ms. Hoffower’s personal information and persona without permission from Ms. Hoffower. On information and belief, InsideView misappropriated Ms. Hoffower’s personal information and persona without permission from the sources from which it obtained Ms. Hoffower’s information.

87. Ms. Hoffower has intellectual property and privacy interests in her name, likeness, and persona recognized by Illinois statutory and common law. She has the right to exclude anyone from making commercial use of her persona without her permission.

88. InsideView has injured Ms. Hoffower by taking her intellectual property without compensation; by invading her privacy rights protected by statute and common law; and by unlawfully profiting from its exploitation of her personal information.

89. InsideView's illegal actions caused Ms. Hoffower mental injury and disturbed her peace of mind. Ms. Hoffower is deeply uncomfortable in the knowledge that InsideView was using her name and persona to advertise and as part of a commercial product she has no interest in supporting. Ms. Hoffower believes her persona is rightly hers to control. InsideView's illegal use has left her worried and uncertain about her inability to control how her name and persona is used. Ms. Hoffower feels that InsideView's use of her name, persona, personal information, and browsing history represents an alarming invasion of her privacy. Ms. Hoffower believes that InsideView's collection and publication of personal details about her encouraged and enabled identity fraud. She believes InsideView's use of her personal information encouraged and enabled harassing marketing and sales communications.

Tammy McAlpine Brown (seeking to represent an Alabama class)

90. Plaintiff Tammy McAlpine Brown has no relationship with InsideView. She was never a subscriber of, and never used, insideview.com.

91. Ms. McAlpine Brown did not give consent to InsideView to use her name, likeness, personal information, or persona in any way. Had InsideView requested her consent, Ms. McAlpine Brown would not have provided it.

92. InsideView used Ms. McAlpine Brown's name and persona in advertisements promoting website subscriptions.

93. InsideView publicly displayed a profile of personal information about Ms. McAlpine Brown on the Internet. The profile was similar in form and content to the profiles of

Mr. Alderman and Mr. Dominici shown above. On information and belief, the profile stated at least her name, city of residence, phone number, place of work, job title, and education history. The profile uniquely identified Ms. McAlpine Brown.

94. InsideView provided a publicly accessible landing page at insideview.com on which users could search, and did search, for Ms. McAlpine Brown by name. Anyone who created a free account on InsideView could access the landing page and search for Ms. McAlpine Brown without needing to pay for a subscription. The landing page is depicted above in the sections relating to Mr. Alderman and Mr. Dominici. On information and belief, a search for Ms. McAlpine Brown's name yielded a pop-up beneath the search bar that uniquely identified her by name, job title, and place of work.

95. Users who searched for Ms. McAlpine Brown and clicked on the pop-up beneath the search bar were shown the profile of Ms. McAlpine Brown described two paragraphs above.

96. Users who attempted to download Ms. McAlpine Brown's information by clicking the "Export" button on her profile received a pop-up message prompting them to "Upgrade to InsideView Pro" at a cost of \$99 per month.

97. Users who attempted to add Ms. McAlpine Brown's name to a list of potential contacts by clicking the "Build a list" button on her profile, or who clicked the large red button marked "Upgrade to Pro," also received the pop-up message prompting them to "Upgrade to InsideView Pro."

98. InsideView advertised that users who purchased an "InsideView Pro" subscription would receive additional information about Ms. McAlpine Brown, including: (a) Ms. McAlpine Brown's social media posts and social media posts about her; (b) the ability to "automatically follow" Ms. McAlpine Brown and receive automated information whenever her personal

information changes; and (c) information about Ms. McAlpine Brown’s “web . . . behavior and content consumption” that may “suggest [he’s] in the market to buy particular products and services.”

99. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive similar information about millions of other individuals in addition to Ms. McAlpine Brown.

100. The pop-up message InsideView showed on top of Ms. McAlpine Brown’s profile is substantially similar to the message it showed on top of Mr. Alderman’s profile, depicted above, except that Ms. McAlpine Brown’s name and personal information appeared in place of Mr. Alderman’s.

101. Users who clicked “Upgrade to Pro” on the pop-up message received a payment screen prompting the purchase of a subscription for \$99 per month. The payment screen is substantially similar to the payment screen depicted above in the sections concerning Ms. McAlpine Brown.

102. InsideView’s purpose in using Ms. McAlpine Brown’s name, personal information, and persona on its website was to solicit the purchase of paid subscriptions to InsideView Pro.

103. Ms. McAlpine Brown does not know how InsideView obtained her name and personal information. InsideView advertised that it gathered information from “40,000+ sources.”

104. InsideView misappropriated Ms. McAlpine Brown’s personal information and persona without permission from Ms. McAlpine Brown. On information and belief, InsideView misappropriated Ms. McAlpine Brown’s personal information and persona without permission from the sources from which it obtained Ms. McAlpine Brown’s information.

105. Ms. McAlpine Brown has intellectual property and privacy interests in her name, likeness, and persona recognized by Alabama statutory and common law. She has the right to exclude anyone from making commercial use of her persona without her permission.

106. InsideView has injured Ms. McAlpine Brown by taking her intellectual property without compensation; by invading her privacy rights protected by statute and common law; and by unlawfully profiting from its exploitation of her personal information.

107. InsideView's illegal actions caused Ms. McAlpine Brown mental injury and disturbed her peace of mind. Ms. McAlpine Brown is deeply uncomfortable in the knowledge that InsideView was using her name and persona to advertise and as part of a commercial product she has no interest in supporting. Ms. McAlpine Brown believes her persona is rightly hers to control. InsideView's illegal use has left her worried and uncertain about her inability to control how her name and persona is used. Ms. McAlpine Brown feels that InsideView's use of her name, persona, personal information, and browsing history represents an alarming invasion of her privacy. Ms. McAlpine Brown believes that InsideView's collection and publication of personal details about her encouraged and enabled identity fraud. She believes InsideView's use of her personal information encouraged and enabled harassing marketing and sales communications.

Plaintiff Reid Cooper (seeking to represent an Indiana class)

108. Plaintiff Reid Cooper has no relationship with InsideView. He was never a subscriber of, and never used, insideview.com.

109. Mr. Cooper did not give consent to InsideView to use his name, likeness, personal information, or persona in any way. Had InsideView requested his consent, Mr. Cooper would not have provided it.

110. InsideView used Mr. Cooper's name and persona in advertisements promoting website subscriptions.

111. InsideView publicly displayed a profile of personal information about Mr. Cooper on the Internet. The profile was similar in form and content to the profiles of Mr. Alderman and Mr. Dominici shown above. On information and belief, the profile stated at least his name, city of residence, phone number, place of work, job title, and education history. The profile uniquely identified Mr. Cooper.

112. InsideView provided a publicly accessible landing page at insideview.com on which users could search, and did search, for Mr. Cooper by name. Anyone who created a free account on InsideView could access the landing page and search for Mr. Cooper without needing to pay for a subscription. The landing page is depicted above in the sections relating to Mr. Alderman and Mr. Dominici. On information and belief, a search for Mr. Cooper's name yielded a pop-up beneath the search bar that uniquely identified him by name, job title, and place of work.

113. Users who searched for Mr. Cooper and clicked on the pop-up beneath the search bar were shown the profile of Mr. Cooper described two paragraphs above.

114. Users who attempted to download Mr. Cooper's information by clicking the "Export" button on his profile received a pop-up message prompting them to "Upgrade to InsideView Pro" at a cost of \$99 per month.

115. Users who attempted to add Mr. Cooper's name to a list of potential contacts by clicking the "Build a list" button on his profile, or who clicked the large red button marked "Upgrade to Pro," also received the pop-up message prompting them to "Upgrade to InsideView Pro."

116. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive additional information about Mr. Cooper, including: (a) Mr. Cooper’s social media posts and social media posts about him; (b) the ability to “automatically follow” Mr. Cooper and receive automated information whenever his personal information changes; and (c) information about Mr. Cooper’s “web . . . behavior and content consumption” that may “suggest [he’s] in the market to buy particular products and services.”

117. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive similar information about millions of other individuals in addition to Mr. Cooper.

118. The pop-up message InsideView showed on top of Mr. Cooper’s profile is substantially similar to the message it showed on top of Mr. Alderman’s profile, depicted above, except that Mr. Cooper’s name and personal information appeared in place of Mr. Alderman’s.

119. Users who clicked “Upgrade to Pro” on the pop-up message received a payment screen prompting the purchase of a subscription for \$99 per month. The payment screen is substantially similar to the payment screen depicted above in the sections concerning Mr. Alderman.

120. InsideView’s purpose in using Mr. Cooper’s name, personal information, and persona on its website was to solicit the purchase of paid subscriptions to InsideView Pro.

121. Mr. Cooper does not know how InsideView obtained his name and personal information. InsideView advertised that it gathered information from “40,000+ sources.”

122. InsideView misappropriated Mr. Cooper’s personal information and persona without permission from Mr. Cooper. On information and belief, InsideView misappropriated Mr. Cooper’s personal information and persona without permission from the sources from which it obtained Mr. Cooper’s information.

123. Mr. Cooper has intellectual property and privacy interests in his name, likeness, and persona recognized by Indiana statutory and common law. He has the right to exclude anyone from making commercial use of his persona without his permission.

124. InsideView has injured Mr. Cooper by taking his intellectual property without compensation; by invading his privacy rights protected by statute and common law; and by unlawfully profiting from its exploitation of his personal information.

125. InsideView's illegal actions caused Mr. Cooper mental injury and disturbed his peace of mind. Mr. Cooper is deeply uncomfortable in the knowledge that InsideView was using his name and persona to advertise and as part of a commercial product he has no interest in supporting. Mr. Cooper believes his persona is rightly his to control. InsideView's illegal use has left him worried and uncertain about his inability to control how his name and persona is used. Mr. Cooper feels that InsideView's use of his name, persona, personal information, and browsing history represents an alarming invasion of his privacy. Mr. Cooper believes that InsideView's collection and publication of personal details about him encouraged and enabled identity fraud. He believes InsideView's use of his personal information encouraged and enabled harassing marketing and sales communications.

Plaintiff Mark Sessa (seeking to represent a Nevada class)

126. Plaintiff Mark Sessa has no relationship with InsideView. He was never a subscriber of, and never used, insideview.com.

127. Mr. Sessa did not give consent to InsideView to use his name, likeness, personal information, or persona in any way. Had InsideView requested his consent, Mr. Sessa would not have provided it.

128. InsideView used Mr. Sessa's name and persona in advertisements promoting website subscriptions.

129. InsideView publicly displayed a profile of personal information about Mr. Sessa on the Internet. The profile was similar in form and content to the profiles of Mr. Alderman and Mr. Dominici shown above. On information and belief, the profile stated at least his name, city of residence, phone number, place of work, job title, and education history. The profile uniquely identified Mr. Sessa.

130. InsideView provided a publicly accessible landing page at insideview.com on which users could search, and did search, for Mr. Sessa by name. Anyone who created a free account on InsideView could access the landing page and search for Mr. Sessa without needing to pay for a subscription. The landing page is depicted above in the sections relating to Mr. Alderman and Mr. Dominici. On information and belief, a search for Mr. Sessa's name yielded a pop-up beneath the search bar that uniquely identified him by name, job title, and place of work.

131. Users who searched for Mr. Sessa and clicked on the pop-up beneath the search bar were shown the profile of Mr. Sessa described two paragraphs above.

132. Users who attempted to download Mr. Sessa's information by clicking the "Export" button on his profile received a pop-up message prompting them to "Upgrade to InsideView Pro" at a cost of \$99 per month.

133. Users who attempted to add Mr. Sessa's name to a list of potential contacts by clicking the "Build a list" button on his profile, or who clicked the large red button marked "Upgrade to Pro," also received the pop-up message prompting them to "Upgrade to InsideView Pro."

134. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive additional information about Mr. Sessa, including: (a) Mr. Sessa’s social media posts and social media posts about him; (b) the ability to “automatically follow” Mr. Sessa and receive automated information whenever his personal information changes; and (c) information about Mr. Sessa’s “web . . . behavior and content consumption” that may “suggest [he’s] in the market to buy particular products and services.”

135. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive similar information about millions of other individuals in addition to Mr. Sessa.

136. The pop-up message InsideView showed on top of Mr. Sessa’s profile is substantially similar to the message it showed on top of Mr. Alderman’s profile, depicted above, except that Mr. Sessa’s name and personal information appeared in place of Mr. Alderman’s.

137. Users who clicked “Upgrade to Pro” on the pop-up message received a payment screen prompting the purchase of a subscription for \$99 per month. The payment screen is substantially similar to the payment screen depicted above in the sections concerning Mr. Alderman.

138. InsideView’s purpose in using Mr. Sessa’s name, personal information, and persona on its website was to solicit the purchase of paid subscriptions to InsideView Pro.

139. Mr. Sessa does not know how InsideView obtained his name and personal information. InsideView advertised that it gathered information from “40,000+ sources.”

140. InsideView misappropriated Mr. Sessa’s personal information and persona without permission from Mr. Sessa. On information and belief, InsideView misappropriated Mr. Sessa’s personal information and persona without permission from the sources from which it obtained Mr. Sessa’s information.

141. Mr. Sessa has intellectual property and privacy interests in his name, likeness, and persona recognized by Nevada statutory and common law. He has the right to exclude anyone from making commercial use of his persona without his permission.

142. InsideView has injured Mr. Sessa by taking his intellectual property without compensation; by invading his privacy rights protected by statute and common law; and by unlawfully profiting from its exploitation of his personal information.

143. InsideView's illegal actions caused Mr. Sessa mental injury and disturbed his peace of mind. Mr. Sessa is deeply uncomfortable in the knowledge that InsideView was using his name and persona to advertise and as part of a commercial product he has no interest in supporting. Mr. Sessa believes his persona is rightly his to control. InsideView's illegal use has left him worried and uncertain about his inability to control how his name and persona is used. Mr. Sessa feels that InsideView's use of his name, persona, personal information, and browsing history represents an alarming invasion of his privacy. Mr. Sessa believes that InsideView's collection and publication of personal details about him encouraged and enabled identity fraud. He believes InsideView's use of his personal information encouraged and enabled harassing marketing and sales communications.

Plaintiff Gary Hall (seeking to represent a South Dakota class)

144. Plaintiff Gary Hall has no relationship with InsideView. He was never a subscriber of, and never used, insideview.com.

145. Mr. Hall did not give consent to InsideView to use his name, likeness, personal information, or persona in any way. Had InsideView requested his consent, Mr. Hall would not have provided it.

146. InsideView used Mr. Hall's name and persona in advertisements promoting website subscriptions.

147. InsideView publicly displayed a profile of personal information about Mr. Hall on the Internet. The profile was similar in form and content to the profiles of Mr. Alderman and Mr. Dominici shown above. On information and belief, the profile stated at least his name, city of residence, phone number, place of work, job title, and education history. The profile uniquely identified Mr. Hall.

148. InsideView provided a publicly accessible landing page at insideview.com on which users could search, and did search, for Mr. Hall by name. Anyone who created a free account on InsideView could access the landing page and search for Mr. Hall without needing to pay for a subscription. The landing page is depicted above in the sections relating to Mr. Alderman and Mr. Dominici. On information and belief, a search for Mr. Hall's name yielded a pop-up beneath the search bar that uniquely identified him by name, job title, and place of work.

149. Users who searched for Mr. Hall and clicked on the pop-up beneath the search bar were shown the profile of Mr. Hall described two paragraphs above.

150. Users who attempted to download Mr. Hall's information by clicking the "Export" button on his profile received a pop-up message prompting them to "Upgrade to InsideView Pro" at a cost of \$99 per month.

151. Users who attempted to add Mr. Hall's name to a list of potential contacts by clicking the "Build a list" button on his profile, or who clicked the large red button marked "Upgrade to Pro," also received the pop-up message prompting them to "Upgrade to InsideView Pro."

152. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive additional information about Mr. Hall, including: (a) Mr. Hall’s social media posts and social media posts about him; (b) the ability to “automatically follow” Mr. Hall and receive automated information whenever his personal information changes; and (c) information about Mr. Hall’s “web . . . behavior and content consumption” that may “suggest [he’s] in the market to buy particular products and services.”

153. InsideView advertised that users who purchased an “InsideView Pro” subscription would receive similar information about millions of other individuals in addition to Mr. Hall.

154. The pop-up message InsideView showed on top of Mr. Hall’s profile is substantially similar to the message it showed on top of Mr. Alderman’s profile, depicted above, except that Mr. Hall’s name and personal information appeared in place of Mr. Alderman’s.

155. Users who clicked “Upgrade to Pro” on the pop-up message received a payment screen prompting the purchase of a subscription for \$99 per month. The payment screen is substantially similar to the payment screen depicted above in the sections concerning Mr. Alderman.

156. InsideView’s purpose in using Mr. Hall’s name, personal information, and persona on its website was to solicit the purchase of paid subscriptions to InsideView Pro.

157. Mr. Hall does not know how InsideView obtained his name and personal information. InsideView advertised that it gathered information from “40,000+ sources.”

158. InsideView misappropriated Mr. Hall’s personal information and persona without permission from Mr. Hall. On information and belief, InsideView misappropriated Mr. Hall’s personal information and persona without permission from the sources from which it obtained Mr. Hall’s information.

159. Mr. Hall has intellectual property and privacy interests in his name, likeness, and persona recognized by South Dakota statutory and common law. He has the right to exclude anyone from making commercial use of his persona without his permission.

160. InsideView has injured Mr. Hall by taking his intellectual property without compensation; by invading his privacy rights protected by statute and common law; and by unlawfully profiting from its exploitation of his personal information.

161. InsideView's illegal actions caused Mr. Hall mental injury and disturbed his peace of mind. Mr. Hall is deeply uncomfortable in the knowledge that InsideView was using his name and persona to advertise and as part of a commercial product he has no interest in supporting. Mr. Hall believes his persona is rightly his to control. InsideView's illegal use has left him worried and uncertain about his inability to control how his name and persona is used. Mr. Hall feels that InsideView's use of his name, persona, personal information, and browsing history represents an alarming invasion of his privacy. Mr. Hall believes that InsideView's collection and publication of personal details about him encouraged and enabled identity fraud. He believes InsideView's use of his personal information encouraged and enabled harassing marketing and sales communications.

V. CLASS ACTION ALLEGATIONS

162. Plaintiffs bring this action individually and on behalf of all other persons similarly situated, pursuant to 735 ILCS 5/2-801.

163. Specifically, Plaintiffs propose seven state-specific Classes, subject to amendment as appropriate. Each state-specific Class comprises residents of only that state, and asserts statutory and common law claims only under the laws of that state. The varying time periods reflect the

varying applicable statutes of limitation across the seven states. The proposed state-specific

Classes are:

Illinois Class (represented by Plaintiff Kate Hoffower): all Illinois residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2020 and February 2022.

Ohio Class (represented by Plaintiff Dru Dominici): all Ohio residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2017 and February 2022.

California Class (represented by Plaintiff Wilton Alderman): all California residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022.

Alabama Class (represented by Plaintiff Tammy McAlpine Brown): All Alabama residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022.

Indiana Class (represented by Plaintiff Reid Cooper): Indiana residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022.

Nevada Class (represented by Plaintiff Mark Sessa): all Nevada residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2017 and February 2022.

South Dakota Class (represented by Plaintiff Gary Hall): all South Dakota residents who are not registered users of InsideView or Demandbase and whose InsideView “people” profile was viewed by a free user between December 2019 and February 2022.

164. Excluded from each state-specific Class are Defendants and their parents or subsidiaries, any entities in which they have a controlling interests, and the officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of the foregoing. Also

excluded is any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

165. Plaintiffs reserve the right to modify or amend the proposed Class definitions before the Court determines whether certification is appropriate.

166. Each of the proposed state-specific Classes meets the criteria for class certification under 735 ILC 5/2-801.

167. **Numerosity.** The Class members are so numerous that joinder of all members would be impracticable. Each state-specific Class consists of thousands of individuals whose names and personas were viewed by a free user of www.insideview.com. The identities of the Class Members are ascertainable through InsideView's records, publication notice, self-identification, and other means.

168. **Commonality.** There are issues of law and fact common to the members of each Class, and those issues predominate over any individualized issues. Without limitation, common issues include:

(a). Whether InsideView's misappropriation of names and personal information, and use of that information in the advertising techniques described in this Complaint, constitutes a violation of the relevant states' laws for each Class;

(b). Whether InsideView solicited and obtained consent from Plaintiffs and the Class members prior to using their personas in advertisements promoting its website, as required under the laws of all seven states at issue here;

(c). Whether InsideView's use of Plaintiffs' and Class Members' names and personal information in advertisements and as part of their subscription products falls within one or more of the various statutory exceptions recognized under the laws of the seven states at issue here;

(d). Whether Plaintiffs and the Class Members are entitled to receive the statutory minimum damage amounts provided for by the relevant statutory right of publicity law in each of the seven states at issue

here;

(e). Whether Plaintiffs and the Class Members are entitled to injunctive, declaratory, monetary, punitive, and other relief requested in this Complaint.

169. **Typicality.** The named Plaintiffs' claims are typical of those of each of the respective proposed state-specific Classes. Each named Plaintiff and all members of the proposed Class he or she seeks to represent have been harmed by InsideView's misappropriation and misuse of their identifies, names, likenesses, personas, and other personal information in advertisements promoting subscriptions. InsideView presented its advertisements in the same way for each Class member. Thus, the claims of named Plaintiffs and those of the respective state-specific Classes arise from the same operative facts and are based on the same legal theories.

170. **Adequacy of Representation.** Plaintiffs will fairly and adequately represent and protect the interests of the state-specific Class members. Plaintiffs' counsel is competent and experienced in litigating class actions, including right of publicity litigation of this kind.

171. **Predominance.** Defendants have engaged in a common course of conduct toward Plaintiffs and the Class members. InsideView presented its "people" profiles in the same way for each Class member. The common issues arising from InsideView's conduct predominate over any individualized issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

172. **Superiority.** A Class action is superior to other available methods for the fair and efficient adjudication of this controversy and no unusual difficulties are likely to be encountered in the management of this Class action. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Absent a Class action, most Class members would likely find that the cost of litigating their individual claims is prohibitively high and would therefore have no effective remedy. The prosecution of separate actions by individual

Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendants. In contrast, conducting this action as a Class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class member.

173. Class certification is also appropriate because InsideView has acted and/or refused to act on grounds generally applicable to the Classes such that final injunctive relief and/or corresponding declaratory relief is appropriate as to the Classes as a whole.

174. Finally, the members of the proposed Classes are readily ascertainable. InsideView has access to the names, places of work, and contact information for all Class members. Indeed, it is InsideView's commercial use of that information without consent that gave rise to this lawsuit. Notice to the Class members is therefore achievable.

VI. CAUSES OF ACTION

Count I: Illinois Statutory Right of Publicity (765 ILCS 1075/1 *et seq.*)

By Plaintiff Kate Hoffower On behalf of the Illinois Class

175. Plaintiff Kate Hoffower incorporates by reference the allegations contained in the preceding paragraphs.

176. Illinois' statute protecting the right to publicity, 765 ILCS 1075/1 *et seq.*, prohibits and provides damages for using an individual's identity for commercial purposes without having obtained previous written consent.

177. By engaging in the forgoing acts and omissions, InsideView used Plaintiff's and Illinois Class members' identities for commercial purposes without having obtained previous written consent.

178. Each use of a class member's identity is a separate and distinct violation of 765 ILCS 1075/1 *et seq.*, giving rise to damages.

179. Plaintiff seeks declaratory, injunctive, and monetary damages for himself and on behalf of each member of the proposed class as provided for in 765 ILCS 1075/1 *et seq.*, including statutory damages equal to the greater of \$1000 per violation, actual damages, or profits InsideView derived from its unauthorized use; punitive damages in light of Defendants' willful violation; and the award of attorneys' fees and costs in the event Plaintiff prevails in this action.

Count II: Ohio Statutory Right of Publicity (Ohio Rev. Code § 2741)

By Plaintiff Dru Dominici On behalf of the Ohio Class

180. Plaintiff Dru Dominici incorporates by reference the allegations contained in the preceding paragraphs.

181. Ohio's right of publicity statute prohibits the use of "any aspect of an individual's persona for a commercial purpose" unless the person "first obtains the written consent" of the individual. Ohio Rev. Code § 2741.02 & § 2741.05.

182. By engaging in the forgoing acts and omissions, InsideView used aspects of Plaintiff's and the Ohio Class members' personalities, including their names, photographs, images, likenesses, and distinctive appearances, for a commercial purpose without consent. These aspects of Plaintiff Dominici's and the Ohio Class members' personalities have commercial value, as evidenced by InsideView's use and similar use by other companies.

183. Each use of an Ohio Class Members' personality is a separate and distinct violation of Ohio Rev. Code § 2741.02.

184. Plaintiff Dominici and the Ohio Class Members are residents of the state of Ohio. *See* Ohio Rev. Code § 2741.03.

185. Ohio Rev. Code § 2741.07 provides that a person who violates the statute is liable for (1) “[a]ctual damages, including any profits derived from and attributable to the unauthorized use”; (2) “[a]t the election of the plaintiff and in lieu of actual damages, statutory damages in the amount of at least two thousand five hundred dollars and not more than ten thousand dollars”; and (3) “punitive or exemplary damages” if applicable under Ohio Rev. Code § 2315.21. The statute provides that “[t]he trier of fact shall include any profits derived . . . in calculating the award of actual damages.” Ohio Rev. Code § 3741.07.

186. Because of InsideView’s violation of Ohio Rev. Code § 2741, Plaintiff Dominici and the Ohio Class have suffered injury to their privacy and intellectual property rights, and actual damages both economic and emotional, including actual damages in the amount of the profits InsideView derived from its unauthorized use. Plaintiff Dominici and the Ohio Class have been denied the economic value of their personas, which InsideView appropriated without compensation. Plaintiff Dominici and the Ohio Class were denied their statutorily protected right to refuse consent and protect their privacy. Plaintiff Dominici and the Ohio Class suffered emotional disturbance from the appropriation and misuse of their personas.

187. On behalf of the Ohio Class, Plaintiff Dominici seeks statutory damages; actual damages, including InsideView’s profits from its misuse; compensatory damages for royalties InsideView failed to pay; restitution, punitive and exemplary damages; the award of attorneys’ fees and costs; an injunction prohibiting InsideView’s unauthorized use; and declaratory relief. Plaintiff Dominici intends to elect between actual and statutory damages at a later stage of the lawsuit, after discovery has revealed the amount of InsideView’s profits.

Count III: Ohio Tort of Appropriation of Name or Likeness

By Plaintiff Dru Dominici On behalf of the Ohio Class

188. Plaintiff Dru Dominici incorporates by reference the allegations contained in the preceding paragraphs.

189. Ohio common law recognizes the tort of appropriation of a name or likeness. The tort creates a cause of action for the appropriation of a likeness by a defendant for the defendant's "own use or benefit." *See, e.g., Zacchini v. Scripps-Howard Broadcasting Co.*, 47 Ohio St. 2d 224, 231 n. 4 (Ohio 1976) (quotation omitted).

190. By engaging in the forgoing acts and omissions, InsideView appropriated Plaintiff Dominici's and the Ohio Class members' names and likenesses for its own commercial benefit.

191. As provided for under Ohio common law, on behalf of the Ohio Class, Plaintiff Dominici seeks monetary recovery in the amount of the commercial benefit InsideView derived from its misuse of their likeness, as well as the entry of an injunction prohibiting InsideView's tortious acts.

Count IV: California Statutory Right of Publicity (Cal. Civ. Code § 3344)

By Plaintiff Alderman On behalf of the California Class

192. Plaintiff Wilton Alderman incorporates by reference the allegations contained in the preceding paragraphs.

193. California's right of publicity statute prohibits the "knowing[] use[] of another's name, voice, signature, photograph, or likeness, in any manner, on or in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods or services, without such person's prior consent." Cal. Civ. Code § 3344.

194. By engaging in the foregoing acts and omissions, InsideView used Plaintiff’ and California Class members’ names, likenesses, photographs, and personas for commercial purposes without consent. Plaintiffs’ and Class members’ names and personas have commercial value as demonstrated by InsideView’s use and similar use by InsideView’s competitors.

195. Each use of a Class member’s name and personal information in a teaser profile or full profile is a separate and distinct violation of Cal. Civ. Code § 3344.

196. Cal. Civ. Code § 3344 provides that a person who violates the statute is liable “in an amount equal to the greater of seven hundred fifty dollars (\$750) or the actual damages,” in addition to “any profits from the unauthorized use.” The statute also provides for “[p]unitive damages” and “attorney’s fees and costs.”

197. As a result of InsideView’s violation of Cal. Civ. Code § 3344, Plaintiff and the California Class have suffered injury to their privacy rights and actual damages both economic and emotional. Plaintiff and California Class members have been denied the economic value of their names, likenesses, and personas, which InsideView misappropriated without compensation to Plaintiff and the Class. Plaintiff and the Class members were denied their statutorily protected right to refuse consent and protect their privacy and the economic value of their names, likenesses, and personas. Plaintiffs and the Class members suffered emotional disturbance from the misappropriation and misuse of their names and personal information.

198. Plaintiff on behalf of the California Class seeks: actual damages, including InsideView’s profits from its misuse; statutory damages; compensatory damages for the royalties InsideView failed to pay; punitive damages; nominal damages; the award of attorneys’ fees and costs; the entry of an injunction prohibiting InsideView’s illegal conduct; and declaratory relief.

Count V: California Tort of Appropriation of a Name or Likeness

By Plaintiff Alderman On behalf of the California Class

199. Plaintiff Alderman incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

200. California common law recognizes the tort of “appropriation, for the defendant’s advantage, of the plaintiff’s name or likeness.” *Eastwood v. Superior Court*, 149 Cal.App.3d 409, 416 (Cal. Ct. App. 1983).

201. By engaging in the forgoing acts and omissions, InsideView (1) used the identities of Plaintiff Alderman and the California Class in advertisements for subscriptions and as part of its subscription products; (2) appropriated Plaintiff’s and Class members’ names and likenesses to InsideView’s commercial advantage; (3) failed to obtain Plaintiff’s and Class members’ consent; and (4) injured Plaintiffs and California Class members by causing harm both economic and emotional. *See Eastwood*, at 417.

202. Plaintiff Alderman on behalf of the California Class seeks monetary recovery in the amount of the commercial advantage InsideView’s derived from its misuse, compensatory damages for InsideView’s failure to pay royalties owed, and the entry of an injunction prohibiting InsideView’s tortious acts.

Count VI: California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.)

By Plaintiff Alderman On behalf of the California Class

203. Plaintiff Alderman incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

204. InsideView has and is engaged in unfair competition, as that term is defined in the California Unfair Competition Law, Cal. Bus. & Prof. Code. § 17200 et seq. (“UCL”).

205. As described in this complaint, InsideView's misappropriation and use without consent of Plaintiff's and California Class members' names, photographs, likenesses, and personal information is a violation of California's Right of Publicity statute, Cal. Civ. Code § 3344, and California common law prohibiting misappropriation of a name or likeness.

206. By engaging in the conduct described in this complaint and violating California law, InsideView engaged in and continues to engage in "unlawful" business acts and practices prohibited by the UCL.

207. By engaging in the conduct described in this complaint, including profiting from the sale and use in advertising of personal information it misappropriated without consent, InsideView engaged in and continues to engage in "unfair" business acts and practices prohibited by the UCL.

208. As a result of InsideView's actions, Plaintiff Alderman and California Class members have been injured. Plaintiff and California Class members lost the economic value of their names, personas, and likenesses, and are entitled to restitution, declaratory relief and an injunction. Plaintiff and California Class members were denied their rights to refuse consent and protect their privacy.

Count VII: Alabama Right of Publicity Statute (Ala. § 6-5-772)

By Plaintiff McAlpine Brown On behalf of the Alabama Class

209. Plaintiff Tammy McAlpine Brown incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

210. Alabama's right of publicity statute provides that "any person or entity who uses or causes the use of the indicia of identity of a person, on or in products, goods, merchandise, or

services . . . or for purposes of advertising or selling, or soliciting purchases of, products, goods merchandise, or services . . . without consent shall be liable.” Code of Ala. § 6-5-772.

211. Alabama recognizes that the right of publicity is a “property” right that attaches “whether or not the person commercially exploits the right” and “whether or not famous.” *See* Code of Ala. § 6-5-771(3).

212. By engaging in the forgoing acts and omissions, InsideView used indicia of Plaintiff McAlpine Brown’s and the Alabama Class members’ identities, including their names, photographs, images, likenesses. *See* Code of Ala. § 6-5-771(1). Taken together, the attributes in InsideView’s “people” profiles “serve to identify that person to an ordinary, reasonable viewer” of the profile. *Id.*

213. Each use of a Class member’s name and personal information in a profile is a separate and distinct violation of Alabama’s right of publicity statute.

214. Ala. Code § 6-5-774 provides that a person who violates the statute is liable for “Statutory damages in the amount of five thousand dollars (\$5,000) per an action or compensatory damages, including the defendant’s profits derived from such use.” As provided under the statute, Plaintiff McAlpine Brown intends to elect at a later date which form of monetary damage she will pursue on behalf of the Alabama Class. The statute also provides for injunctive relief and punitive damages, which Plaintiff McAlpine Brown also may elect to pursue.

215. As a result of InsideView’s violation of Alabama’s statute, Plaintiff McAlpine Brown and the Alabama Class have suffered injury to their privacy rights and actual damages both economic and emotional. Plaintiff and Alabama Class members have been denied the economic value of their names, likenesses, and personas, which InsideView misappropriated without compensation to Plaintiff and the Class. Plaintiff and the Class members were denied their

statutorily protected right to refuse consent and protect their privacy and the economic value of their names, likenesses, and personas. Plaintiff McAlpine Brown and the Alabama Class members suffered emotional disturbance from the misappropriation and misuse of their names and personal information.

216. Plaintiff on behalf of the Alabama Class seeks: actual damages, including InsideView's profits from its misuse; statutory damages; compensatory damages for the royalties InsideView failed to pay; punitive damages; nominal damages; the award of attorneys' fees and costs; the entry of an injunction prohibiting InsideView's illegal conduct; and declaratory relief.

Count VIII: Alabama Tort of Appropriation

By Plaintiff McAlpine Brown On behalf of the Alabama Class

217. Plaintiff McAlpine Brown incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

218. Alabama common law recognizes the tort of "appropriating some element of the plaintiff's personality for a commercial use." *Butler v. Town of Argo*, 871 So. 2d 1, 12 (Ala. 2003) (quoting *Johnston v. Fuller*, 706 So. 2d 700, 701 (Ala.1997)).

219. By engaging in the forgoing acts and omissions, InsideView (1) used the identities of Plaintiff McAlpine Brown and the Alabama Class in advertisements for subscriptions and as part of its subscription products; (2) appropriated Plaintiff's and Alabama Class members' names and likenesses to InsideView's commercial advantage; (3) failed to obtain Plaintiff's and Alabama Class members' consent; and (4) injured Plaintiff and Alabama Class members by causing harm both economic and emotional. *See Minnifield v. Ashcraft*, 903 So. 2d 818 (Ala. Civ. App. 2004) (describing elements of the tort).

220. Plaintiff on behalf of the Alabama Class seeks monetary recovery in the amount of the commercial advantage InsideView's derived from its misuse, compensatory damages for InsideView's failure to pay royalties owed, compensatory damages for personal harm to dignity and integrity, and the entry of an injunction prohibiting InsideView's tortious acts.

Count IX: Indiana Right of Publicity Statute (Ind. Code. § 32-36-1-8)

By Plaintiff Cooper On behalf of the Indiana Class

221. Plaintiff Cooper incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

222. Indiana's right of publicity statute prohibits the use of any "aspect of a personality's right of publicity for a commercial purpose . . . without having obtained previous written consent." Ind. Code. § 32-36-1-8.

223. By engaging in the forgoing acts and omissions, InsideView used aspects of Plaintiff Cooper's and the Indiana Class members' personalities, including their names, photographs, images, likenesses, and distinctive appearances, for commercial purposes without consent. These aspects of Plaintiff Cooper's and the Class members' personalities have commercial value.

224. Each use of a Class members' name, photograph, or personality in Indiana is a separate and distinct violation of Ind. Code. § 32-36-1-8.

225. The following facts and events occurred within Indiana: InsideView's misappropriation of Plaintiff Cooper's and Indiana Class members' personal information from sources in Indiana; InsideView's failure to obtain the required consent from Plaintiff Cooper and Class members in Indiana; InsideView's display of Plaintiff Cooper's and Class members' names, photographs, and personalities in advertisements displayed on InsideView's website to users in

Indiana; and the injury to Plaintiff Cooper and Class members' intellectual property and privacy rights, which are harms felt in Indiana. *See* Ind. Code § 32-36-1-1(a).

226. Ind. Code § 32-36-1-10 provides that a person who violates the statute is liable for (1) statutory damages in the amount of \$1,000; (b) “actual damages, including profits derived from unauthorized use,” if this amount is greater than \$1,000; and (c) “[t]reble or punitive damages, as the injured party may elect, if the violation . . . is knowing, willful, or intentional.”

227. Because of InsideView's violation of Ind. Code. § 32-36-1-8, Plaintiff Cooper and Indiana Class members have suffered injury to their privacy rights and actual damages both economic and emotional. Plaintiff Cooper and Indiana Class members have been denied the economic value of their personalities, which InsideView misappropriated without compensation to Plaintiff Cooper and Indiana Class members. Plaintiff Cooper and Indiana Class members were denied their statutorily protected right to refuse consent and protect their privacy. Plaintiff Cooper and Indiana Class members suffered emotional disturbance from the misappropriation and misuse of their personalities.

228. On behalf of the Class, Plaintiff Cooper seeks actual damages, including InsideView's profits from its misuse; statutory damages; compensatory damages for the royalties InsideView failed to pay; treble and punitive damages in light of Cooper's knowing, willful, and intentional misuse; nominal damages; the award of attorneys' fees and costs; the entry of an injunction prohibiting InsideView's illegal conduct; and declaratory relief.

Count X: Indiana Tort of Appropriation of Name or Likeness

By Plaintiff Cooper On behalf of the Indiana Class

229. Plaintiff Cooper incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

230. Indiana common law recognizes the tort of appropriation of a name or likeness. The tort creates a cause of action for the appropriation of a likeness by a defendant for the defendant's "own use or benefit." *See, e.g., Felsher v. University of Evansville*, 755 N.E.2d 589 (Ind. 2001).

231. By engaging in the forgoing acts and omissions, InsideView appropriated Plaintiff Cooper's and Indiana Class members' names and likenesses for its own commercial benefit.

232. As provided for under Indiana common law, on behalf of the Class, Plaintiff Cooper seeks monetary recovery in the amount of the commercial benefit InsideView derived from its misuse of their likeness, as well as the entry of an injunction prohibiting InsideView's tortious acts.

Count XI: Nevada Statutory Right of Publicity (Nev. Rev. Stat. §§ 597.770 *et seq.*)

By Plaintiff Sessa On behalf of the Nevada Class

233. Plaintiff Mark Sessa incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

234. InsideView conducts business in Nevada by, among other things, appropriating the likenesses of Nevada residents and using those likenesses to advertise and as part of its products and service, and by offering its subscription products for sale to Nevada residents.

235. Nevada's statute protecting the right to publicity, Nevada Revised Statutes §§ 597.770 *et seq.*, prohibits and provides damages for the commercial use of another's name, voice, signature, photograph, or likeness without written consent.

236. By engaging in the forgoing acts and omissions, InsideView used Plaintiff Sessa's and Nevada Class members' names, photographs, and likenesses for commercial purposes in its goods, products, and services without written consent.

237. Each use of a class member's name, photograph, or likeness is a separate and distinct violation of Nev. Rev. Stat. §§ 597.770 *et seq.* giving rise to damages.

238. By appropriating their likenesses and using those likenesses for a commercial purpose without consent, InsideView deprived Plaintiff and the Nevada Class the economic value of their likenesses and of their legally protected rights to control the disposition of their likenesses. Plaintiffs and the class suffered actual damages equal to the fair commercial value of their likenesses, which can be measured as the reasonable market price for the use of a likeness in a product or advertisement, or as the amount of InsideView's profits derived from subscriptions sold using their likenesses. Regardless of whether a precise measure of damages can be established at trial, Plaintiff and the Nevada Class are entitled to statutory minimum damages in the amount of \$750 per violation as provided for in Nev. Rev. Stat. §§ 597.770 *et seq.*

239. Because of InsideView's violation of Nevada statutory law, Plaintiff Sessa and Nevada Class members have suffered injury to their privacy rights and actual damages both economic and emotional. Plaintiff Sessa and Nevada Class members have been denied the economic value of their personalities, which InsideView misappropriated without compensation to Plaintiff Sessa and Nevada Class members. Plaintiff Sessa and Nevada Class members were denied their statutorily protected right to refuse consent and protect their privacy. Plaintiff Sessa and Nevada Class members suffered emotional disturbance from the misappropriation and misuse of their personalities.

240. Plaintiff Sessa on behalf of the Nevada Class seeks declaratory, injunctive, and monetary damages for himself and on behalf of each member of the proposed Class as provided for Nev. Rev. Stat. §§ 597.770 *et seq.*, including statutory damages equal to the greater of \$750 per violation or actual damages, punitive and/or exemplary damages in light of Defendants'

knowing commercial use without consent, and the award of attorneys' fees and costs in the event Plaintiffs prevail in this action.

Count XII: South Dakota Statutory Right of Publicity (S.D. Codified Laws § 21-64 *et seq.*)

By Plaintiff Hall On behalf of the South Dakota Class

241. Plaintiff Gary Hall incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

242. South Dakota's right of publicity statute prohibits "the use of an aspect of a personality's right of publicity in connection with a product, merchandise, goods, service, or commercial activity; for advertising or soliciting purchases of a product, merchandise, goods, service, or for promoting a commercial activity" without "express written consent." S.D. Codified Laws § 21-64-1 & 2.

243. By engaging in the forgoing acts and omissions, InsideView used aspects of Plaintiff Hall's and the South Dakota Class members' rights of publicity, including their names, photographs, images, likenesses, and distinctive appearances, for commercial purposes without consent. *See Id.*, § 21-64-1(3) (recognizing individuals' "property interest" in these and similar aspects of a personality). These aspects of Plaintiff Hall's and the Class members' personalities have commercial value.

244. Each use of a Class members' name, photograph, or personality is a separate and distinct violation of South Dakota law.

245. S.D. Codified Laws § 21-64-5 provides that a person who violates the statute may be liable for: (1) temporary or permanent injunctive relief; (2) "damages in the amount of one thousand dollars or the actual damages, including profits derived from the unauthorized use,

whichever amount is greater”; and (3) “punitive damages” or “treble” damages for “knowing, willful, or intentional” violations.

246. Because of InsideView’s violation of South Dakota’s statutory right of publicity, Plaintiff Hall and South Dakota Class members have suffered injury to their privacy rights and actual damages both economic and emotional. Plaintiff Hall and South Dakota Class members have been denied the economic value of their personalities, which InsideView misappropriated without compensation to Plaintiff Hall and South Dakota Class members. Plaintiff Hall and South Dakota Class members were denied their statutorily protected right to refuse consent and protect their privacy. Plaintiff Hall and South Dakota Class members suffered emotional disturbance from the misappropriation and misuse of their personalities.

247. On behalf of the South Dakota Class, Plaintiff Hall seeks actual damages, including InsideView’s profits from its misuse; statutory damages; compensatory damages for the royalties InsideView failed to pay; treble and punitive damages in light of Cooper’s knowing, willful, and intentional misuse; the entry of an injunction prohibiting InsideView’s illegal conduct; and declaratory relief.

VII. PRAYER FOR RELIEF

248. WHEREFORE Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand judgment against Defendants and seek relief as follows:

- a. An order certifying the proposed state-specific Classes under 735 ILCS 5/2-801, defining the Class as requested herein, appointing the undersigned as Class counsel, and finding that Plaintiffs are a proper representatives of the proposed Classes;

- b. Judgment in favor of Plaintiffs and Class members awarding them appropriate monetary relief, including statutory damages under each of the seven relevant statutory schemes, actual damages, equitable relief, restitution, disgorgement, and statutory costs;
- c. An order providing injunctive and other equitable relief as necessary to protect the interests of the Class and prevent further non-consensual commercial use of their identities;
- d. An order requiring InsideView to pay the costs involved in notifying Class Members about the judgment and administering the claims process;
- e. A judgment in favor of Plaintiffs and Class Members awarding them prejudgment and post-judgment interest, reasonable attorneys' fees, costs, and expenses as allowable by law; and
- f. An award of such other and further relief as this Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiffs demand a trial by jury on all triable issues.

Dated: May 1, 2025

By: /s/ Samuel J. Strauss
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