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

LEROY JACOBS and JOCELYN)
ROBERTS, individually and on behalf of)
all others similarly situated,)

Plaintiffs,

v.

SOCIAL CATFISH, LLC,

Defendant.

Case No. 2023CH07826

CLASS ACTION COMPLAINT

Plaintiffs Leroy Jacobs and Jocelyn Roberts, individually and on behalf of all other persons similarly situated, bring this class action lawsuit for violations of the Illinois Right of Publicity Act (“IRPA”), 765 ILCS 1075/1, *et seq.* against Defendant Social Catfish, LLC (“Social Catfish” or “Defendant”). Plaintiffs allege the following facts based on personal knowledge, investigation of counsel, and on information and belief where indicated.

NATURE OF THE ACTION

1. Plaintiffs bring this Class Action Complaint to put an end to Social Catfish’s ongoing violations of the IRPA, which safeguards the intellectual property and privacy rights of Illinois residents in controlling the use of their names, voices, photographs, images, likenesses, and personas for commercial purposes.

2. Defendant Social Catfish operates a website known as “SocialCatfish.com,” which provides access to a database containing a vast trove of personal information about untold numbers of individuals.

3. Social Catfish markets this database by encouraging visitors to its website to perform a “free” people search by entering someone’s full name and demographic information into

a search bar. Once the search is complete, Social Catfish presents a preview of a "report" showing the individual's full name, along with his or her city and state of residency.

4. The purpose of Social Catfish's free preview is simple: to advertise a monthly subscription that allows one to access and retrieve unlimited reports detailing various data points on anyone contained in the Social Catfish's database, including pictures, phone numbers, home addresses, email addresses, phone numbers, job histories, and social media profiles (among others).

5. Thus, rather than selling information about the persons searched on the website, Social Catfish simply uses their full names and identifying information to market and sell a monthly subscription to its vast database of personally-identifiable information.

6. Plaintiffs are among those persons whose full names Social Catfish used to market its subscription service.

7. Neither Plaintiffs, nor any other Class Member, provided Social Catfish with consent, written or otherwise, to use their identities for any purpose, much less to advertise Social Catfish's subscription service.

8. As a result, Social Catfish violated — and continues to violate — the IRPA by reaping a commercial benefit through the unauthorized use of Plaintiffs and the Class's full names in its advertisements.

JURISDICTION AND VENUE

9. This Court has personal jurisdiction over Defendant pursuant to 735 ILCS 5/2-209 because Defendant transacts business in this state, misappropriates the identities of individuals that Defendant knows reside in this state, and the illegal conduct alleged herein occurred in an emanated from this State.

10. Venue is proper in this County pursuant to 735 ILCS 5/2-101 because Defendant is a non-resident, and a substantial part of the events giving rise to this Claim occurred in this County.

PARTIES

11. Plaintiff Jacobs is a natural person and citizen of the State of Illinois who resides in Cook County.

12. Plaintiff Roberts is a natural person and citizen of the State of Illinois who resides in Marion County.

13. Defendant Social Catfish, LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in Murietta, California.

FACTUAL BACKGROUND

I. The Illinois Right of Publicity Act

14. Illinois law recognizes that everyone has the “right to control and choose whether and how [his or her] identity [is used] for commercial purposes” 765 ILCS 1076/10.

15. To that end, the Illinois Legislature enacted the IRPA in 1999, which expressly prohibits one from using “an individual’s identity for commercial purposes during the individual’s lifetime without having obtained previous written consent from the appropriate person” 765 ILCS 1075/30.

16. This broad prohibition protects Illinois residents from the unauthorized use of any of their attributes, including, but not limited to, their names, signatures, likenesses, or voices in the sale or advertisement of goods, merchandise, products, and services. *See* 765 ILCS 1075/5.

17. To give the law teeth, the IRPA provides that any person who violates its requirements may be liable for the greater of: (a) actual damages; or (2) \$1,000 in statutory damages per violation. *See* 765 ILCS 1075/40.

II. Defendant Violates the IRPA.

18. Social Catfish owns and operates a website through which the general public can obtain unlimited background reports on people in exchange for a monthly fee.

19. Upon accessing SocialCatfish.com, visitors are encouraged to perform a “reverse name search” on a particular individual via a search bar on the home page. According to Social Catfish, this allows one to “find out what social media accounts” are registered under that individual’s name, along with their physical address, phone number, relatives, and various other forms of personally-identifiable information.

20. After clicking on the desired search result, the visitor is taken to a marketing page (“Marketing Page”) that provides a “free preview” of a background report on the searched individual, which includes that individual’s full name (including middle initial, if applicable), as well as his or her city and state of residence. This “free preview” provides enough information to identify the individual.

21. The Marketing Page presents the visitor with the option to purchase a monthly subscription to the website, whereby he or she can access and obtain unlimited background reports containing addresses, phone numbers, pictures, job histories, educational backgrounds, and social media profiles (among other data points) for any person in Social Catfish’s database. The cost of the subscription is \$5.73 for a three-day trial period, which then converts into a recurring monthly charge of \$27.48. Significantly, there is no option to purchase just the report for the searched individual.

22. Thus, the “free preview” shown on the marketing page serves a single purpose: to advertise and entice visitors to purchase a paid monthly subscription to Social Catfish’s background report service.

23. Significantly, Social Catfish does not obtain written consent from Illinois residents (or anyone else, for that matter) before using their names and other identifying information to market its monthly subscription service.

III. Facts Specific to Plaintiffs

A. Plaintiff Jacobs's Experience.

24. In 2023, Plaintiff Leroy Jacobs discovered that Social Catfish was using his identity to solicit the purchase of paid subscriptions to SocialCatfish.com.

25. On its Marketing Page, Social Catfish specifically identified Plaintiff Jacobs by his first and last name, along with his current and former city of residence.

26. At no point did Plaintiff Jacobs provide Social Catfish with consent (written or otherwise) to use any attribute of his identity to advertise paid subscriptions to SocialCatfish.com, or for any other commercial purposes.

27. Plaintiff Jacobs is not, and has never been, a Social Catfish customer. He has never subscribed to SocialCatfish.com or had a relationship of any kind with Social Catfish.

B. Plaintiff Roberts's Experience.

28. In 2023, Plaintiff Jocelyn Roberts discovered that Social Catfish was using his identity to solicit the purchase of paid subscriptions to SocialCatfish.com.

29. On its Marketing Page, Social Catfish specifically identified Plaintiff Roberts by his first name, last name, and middle initial, along with his city and state of residence.

30. At no point did Plaintiff Roberts provide Social Catfish with consent (written or otherwise) to use any attribute of his identity to advertise paid subscriptions to SocialCatfish.com, or for any other commercial purposes.

31. Plaintiff Roberts is not, and has never been, a Social Catfish customer. He has never subscribed to SocialCatfish.com or had a relationship of any kind with Social Catfish.

CLASS ALLEGATIONS

32. **Class Definition:** Plaintiffs bring this action on behalf of a class of similarly situated individuals, defined as follows (the “Class”):

All Illinois residents whose identities were displayed on Social Catfish’s Marketing Page within one year of the filing of the complaint.

33. Excluded from the Class are Defendant and any entities in which Defendant has a controlling interest, Defendant’s employees and agents, the Judge to whom this action is assigned, any member of the Judge’s staff and immediate family, and Plaintiffs’ counsel and Defendant’s counsel.

34. **Numerosity:** The number of persons within the Class is substantial and includes thousands (if not tens of thousands) of persons. It is, therefore, impractical to join each member of the Class as a named plaintiff. Further, the size and relatively modest value of the claims of the individual members of the Class renders joinder impractical. Accordingly, utilization of the class action mechanism is the most economically feasible means of determining and adjudicating the merits of this litigation. Moreover, the Class is ascertainable and identifiable from Defendant’s and/or third-parties’ records.

35. **Commonality and Predominance:** There are well-defined common questions of fact and law that exist as to all members of the Class and that predominate over any questions affecting only individual members of the Class. These common legal and factual questions, which do not vary from Class member to Class member, and which may be determined without reference to the individual circumstances of any class member, include, but are not limited to, the following:

- (a) Whether Defendant used Plaintiffs' and the Class members' names and identities for a commercial purpose.
- (b) Whether Plaintiffs and the other Class members consented, in writing, to Defendants' use of their names and identities in advertisements promoting its paid subscription service;
- (c) Whether the conduct of Defendant alleged herein violates the IRPA; and
- (d) Whether Plaintiffs and the Class are entitled to injunctive, declaratory, and monetary relief as a result of Defendant's conduct as described herein.

36. **Adequate Representation:** Plaintiffs have retained and are represented by qualified and competent counsel who are highly experienced in complex consumer class action litigation. Plaintiffs and their counsel are committed to vigorously prosecuting this class action. Moreover, Plaintiffs are able to fairly and adequately represent and protect the interests of such a Class. Neither Plaintiff nor his counsel have any interest adverse to, or in conflict with, the interests of the absent members of the Class. Plaintiffs have raised viable statutory claims or the type reasonably expected to be raised by members of the Class, and will vigorously pursue those claims. If necessary, Plaintiffs may seek leave of this Court to amend this Class Action Complaint to include additional Class representatives to represent the Class, additional claims as may be appropriate, or to amend the Class definition to address any steps that Defendant took.

37. **Appropriateness:** A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class members is impracticable. Even if every member of the Class could afford to pursue individual litigation, the Court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments, and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual

issues. By contrast, the maintenance of this action as a class action, with respect to some or all of the issues presented herein, presents few management difficulties, conserves the resources of the parties and of the court system and protects the rights of each member of the Class. Plaintiffs anticipate no difficulty in the management of this action as a class action. Class-wide relief is essential to compliance with the IRPA.

COUNT I

Violation of 765 ILCS 1075/1, *et, seq.*

38. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

39. The IRPA prohibits a “person” from using an individual’s “identity for commercial purposes during the individual’s lifetime” without having first obtained their prior written consent. *See* 765 ILCS 1075/30.

40. Plaintiffs are “living ... natural person[s]” and thus “individual[s]” as defined by the IRPA. *See* 765 ILCS 1075/5

41. Defendant is a corporation and therefore qualifies as a “juristic person” within the meaning of the IRPA. *Id.*

42. As shown above, Defendant used Plaintiffs’ and the other Class member’s names and other identifying information for the purpose of advertising or promoting Defendant’s paid subscription service without first obtaining their written consent.

43. Accordingly, on behalf of themselves and the Class, Plaintiffs seek: (1) an injunction requiring Defendant to cease using Plaintiffs’ and the other Class members’ names and any attributes of their identities to advertise its products and services, (2) the greater of any award of actual damages (including profits derived from the unauthorized use of Plaintiffs’ and the other Class members’ names and identities) or statutory damages of \$1,000 per violation to the members

of the Class, (3) an award of punitive damages, and (4) an award of reasonable attorneys' fees, costs, and other litigation expenses pursuant to 765 ILCS 1075/40-55.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Leroy Jacobs and Jocelyn Roberts, on behalf of themselves and the proposed Class, respectfully request that this Court enter an Order:

- A. Certifying this case as a class action on behalf of the Class defined above, appointing Plaintiffs as representatives of the Class, and appointing their counsel as Class Counsel;
- B. Declaring that Defendant's actions, as set out above, violate the IRPA;
- C. Granting the injunctive and other equitable relief needed to protect the privacy interests of the Class, including an order prohibiting Defendant from engaging in the unlawful conduct described herein;
- D. Awarding Plaintiff and the Class the greater of actual damages sustained from the unlawful conduct described herein, including the profits derived therefrom, or statutory damages in the amount of \$1,000 per violation, along with their reasonable attorneys' fees, costs, and other litigation expenses pursuant to
- E. Awarding Plaintiff and the Class their reasonable attorneys' fees and costs and other litigation expenses pursuant to 765 ILCS 1075/55;
- F. Awarding Plaintiff and the Class pre- and post-judgment interest, to the extent allowable; and
- G. Awarding such other and further relief as equity and justice may require.

Dated: August 28, 2023

Respectfully submitted,

**LEROY JACOBS AND JOCELYN ROBERTS,
individually and on behalf of all others similarly
situated,**

By: /s/ Gregg M. Barbakoff

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