

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

MATTHEW HARTZ and LAUREN)
RANDLE, Illinois residents, individually and)
as representatives of a class of similarly-)
situated persons,)
)
Plaintiffs,) Case No.: 2023CH05114
)
v.)
) Class Action
ZENLEADS, INC. d/b/a Apollo.io, a)
Delaware corporation,)
)
Defendant.)

CLASS ACTION COMPLAINT

Plaintiffs, Matthew Hartz (“Hartz”) and Lauren Randle (“Randle”) (collectively, “Plaintiffs”), through their attorneys, bring this action on behalf of themselves and all other persons similarly situated and allege the following against Defendant Zenleads, Inc. d/b/a Apollo.io (“Apollo” or “Defendant”):

NATURE OF ACTION

1. Plaintiffs and members of the proposed class (the “Class” or “Class Members”) seek statutory damages, an injunction, and other relief from Apollo for violations of the Illinois Right of Publicity Act (“IRPA”), 765 ILCS § 1075/1 *et seq.*
2. IRPA prohibits using an individual’s identity for commercial purposes without prior written consent. 765 ILCS § 1075/30.
3. Apollo provides an internet-based business intelligence platform to assist sales and marketing professionals in connecting with potential prospects and others who may be interested in their products. Users of Apollo’s platform can obtain personal information of various individuals, including their identifying information (“profiles”), based on particular

search queries.

4. While Apollo offers a free version of its platform, that version limits access to individual profiles and other attributes offered by Apollo's platform. Apollo also offers paid subscriptions to its platform, which provide greater access to the platform and individual profiles. Apollo uses the free access to its platform, along with the limited access to individual profiles, to familiarize users with the platform, thus incentivizing them into paid subscriptions.

5. Plaintiffs and the Class have no relationship with Apollo. More importantly, Plaintiffs and the Class never provided Apollo with written consent to use their identity to advertise subscriptions to its platform.

6. Despite failing to obtain written consent from Plaintiffs and the Class, Apollo nevertheless utilized their personal identifying information for the purpose of enticing users of its platform to enter into paid subscriptions for additional access to the platform. In other words, Apollo used Plaintiffs' and other Class Members' identity for commercial purposes without their written permission in violation of IRPA.

7. Plaintiffs bring this Complaint seeking an order (i) declaring that Apollo's conduct violates IRPA, (ii) requiring that Apollo cease the unlawful activities described herein, (iii) awarding Plaintiffs and the Class statutory damages in the amount of \$1,000 per violation or an amount equal to actual damages/profits, whichever is greater, and (iv) an award for punitive damages, if warranted, and attorneys' fees and costs.

PARTIES

8. Plaintiff Matthew Hartz is a citizen of the State of Illinois residing in Cook County.

9. Plaintiff Lauren Randle is also a citizen of the State of Illinois residing in Cook

County.

10. Defendant Apollo is a Delaware corporation with its headquarters located in Covina, California. Through its proprietary software, Apollo seeks out and compiles identifying information of Illinois citizens and uses that information to market its online platform to Illinois citizens and others without written consent.

JURISDICTION AND VENUE

11. Jurisdiction is conferred by 735 ILCS § 5/2-209 in that Apollo, during the relevant period, sought out and compiled identifying information of Illinois citizens, and used that information for marketing without written consent. In so doing, Apollo committed the statutory violations related to the matters complained of herein in Illinois.

12. Venue is proper in Cook County pursuant to 735 ILCS § 5/2-101, *et seq.*, because Apollo is an out-of-state corporation that committed statutory violations towards citizens of Illinois residing, among other places, in Cook County.

ILLINOIS RIGHT OF PUBLICITY ACT

13. IRPA was enacted in 1999 to recognize individuals' "right to control and to choose whether and how to use [their] individual identity for commercial purposes." 765 ILCS § 1075/10.

14. IRPA defines "identity" as "any attribute of an individual that serves to identify that individual to an ordinary, reasonable viewer or listener, including but not limited to (i) name, (ii) signature, (iii) photograph, (iv) image, (v) likeness, or (vi) voice." 765 ILCS § 1075/5. "Commercial purpose" is defined in part, as "the public use or holding out of an individual's identity (i) on or in connection with the offering for sale or sale of a product, merchandise,

goods, or services; (ii) for purposes of advertising or promoting products, merchandise, goods, or services; or (iii) for the purpose of fundraising.” *Id.*

15. IRPA prohibits the use of an individual’s identity for commercial purposes without first obtaining prior written consent. 765 ILCS § 1075/30. IRPA provides that a violation of the Act may result in statutory damages in the amount of \$1,000 per violation or actual damages and profits derived from the unauthorized use, whichever is greater. 765 ILCS § 1075/40. IRPA further provides that punitive damages may be rewarded for willful violations and authorizes the issuance of injunctive relief where appropriate. 765 ILCS § 1075/40 & 50.

FACTUAL ALLEGATIONS

16. Apollo touts itself as “a leading data intelligence and sales engagement platform trusted by 20,000 paying customers.”¹

17. Apollo offers an online platform, which can be accessed at its website, www.apollo.io, or through its Google Chrome extension. According to Apollo, its platform helps “1.1 million sales professionals enrich and analyze prospects’ data to increase quality conversations and opportunities” through “advanced algorithms and unique data acquisition methods.”

18. Apollo’s platform provides access to its business-to-business database, which contains profiles for over 265 million individual contacts and 60 million companies. Information that may be provided in an individual’s profile includes name, job title, email addresses, and telephone numbers. Users of the platform not only can search the profiles, but also can contact individuals and companies through the platform and organize that outreach with the platform.

¹ Information regarding Apollo found at its website, www.apollo.io, last visited on May 17, 2023.

19. The data for Apollo's platform comes from dozens of verified sources. Apollo scrapes from hundreds of millions of websites, uses machine learning algorithms, and utilizes a proprietary data network of over 500,000 contributions each day.

20. As stated, users of the platform can access it at Apollo's website and through its Google Chrome extension. At the website, the user can find and filter information about companies in various industries. Once a company is selected, information about it and its employees, including employee names and titles becomes available. From there, the user can select a specific employee to view identifying information of that person as stored on the platform. Profiles show such information as the employee's name, title, email and telephone numbers.

21. The platform also allows users to search for individuals based on selected criteria, such as by name, industry, work title, and many other options. After conducting a search, Apollo will provide a list of individuals matching the criteria selected. Depending on the search parameters, the results can be in the thousands. Similar to the company search, the platform will indicate that contact information for each individual is available.

22. After a search is conducted, the user will be presented with a list of individuals to select. When an individual is selected, his or her name and job title will appear, if available. Next to the selected individual's name will be a tab for access to an email address and telephone number. When that tab is selected, personal and business emails are shown, along with another tab for a request for a mobile telephone number. In order to request a mobile number, the user must expend one "credit." These credits limit the amount of mobile numbers a user can view. The number of credits allotted is dictated by the type of subscription the user has with Apollo for accessing the platform.

23. The Google Chrome extension allows the user to utilize the platform with other sites, such as LinkedIn, Gmail, Google Calendar, and Salesforce.

24. For instance, on LinkedIn,² Apollo appears as a tab on the side of the site. When the tab is selected, the user is provided with the additional verified contact data contained in Apollo's platform that corresponds with the LinkedIn profile. Similar to the website, this tab provides the individual's employer, title, email addresses, work number, and, if available, mobile number at the expense of one credit.

25. Before Apollo users, *i.e.*, customers/prospective customers, are allowed to use the platform, they are required to set up an account. This can be done for free. However, the free version is limited. For instance, when utilizing the free version, a user is only allotted five mobile phone number credits a month. After the credits are expended, the user receives a message indicating that he or she must enter into a paid subscription in order to view more numbers. A user of the free version is also limited to 25 profiles per search and may only export ten profiles per month. Attempts to go beyond those limits also prompts solicitations for paid subscriptions.

26. For users seeking more access to the platform, Apollo offers several paid subscription plans. Customers can select the "Basic Plan" for \$39 a month, billed annually, which provides 25 mobile credits a month, 250 export credits a month, and additional search results. The mobile and export credits can be increased to 100 and 1,000 a month respectively if the customer chooses the "Professional Plan" for \$79 a month, billed annually. Both plans allow the customer to purchase additional credits as needed.

27. Profiles on Apollo's platform provide enough information to identify an individual. In fact, Apollo claims to have the world's most accurate business-to-business

² LinkedIn is the world's largest professional network, with more than 875 million members. Information regarding LinkedIn found at its website, www.linkedin.com, last visited on May 18, 2023.

database.

28. The purpose behind Apollo's use of individual profiles in conjunction with the limited free access to its platform is singular: to advertise and convince prospective customers to enroll in and ultimately purchase its monthly subscription services, whereby the user can obtain greater access to the platform and increase credit limits to enhance their sales and networking needs. In other words, the profiles, the limited platform usage, and the minimum number of mobile phone and export credits are part of Apollo's overall effort to sell its monthly subscriptions.

29. On information and belief, Apollo collects personal information of individuals, including Class Members, without their knowledge or awareness and creates profiles on its platform using that information. Apollo does not request or obtain consent or written authorization from those individuals before using their personal information and identities to market its paid subscription services as described herein.

30. While Apollo offers individuals the opportunity to opt out of its database, this is of little help since the vast majority of people are unaware that they are in the database in the first place. Apollo primarily obtains its data from third parties rather than directly from individuals that appear on the platform.

Facts relating to Matthew Hartz:

31. In April 2023, Hartz discovered that his identity was used on Apollo's platform. Indeed, Hartz can confirm that when his name is searched for on Apollo's platform, a profile appears with the names of his employer and former employer, his job title, and a tab with the option to view his mobile telephone number.

32. Hartz further confirms that when the tab with the option to reveal his mobile number is selected, one credit is spent on the platform and his mobile number is revealed. If a user of the platform does not have sufficient credits to reveal Hartz's mobile number, the user will be prompted to enter into a paid subscription or, for users with a paid subscription, purchase additional credits in order to reveal the number.

33. Potential customers availing themselves of Apollo's platform are able to view and, on information and belief, have viewed Hartz's profile. Apollo uses access to Hartz's profile, and other similar profiles, to familiarize potential customers to the platform and incentivize them to enter into paid subscriptions. Thus, Hartz's identity has been used by Apollo to market its platform.

34. Hartz has no relationship with Apollo. He neither utilizes the platform nor subscribes to it.

35. Hartz did not give consent, written or otherwise, to Apollo to use his name, likeness, personal information, or identity in any way. Nor did Hartz provide Apollo with written consent to use his identity for commercial purposes. Had Apollo requested his consent, Hartz would not have provided it.

36. Apollo did not obtain written consent from Hartz prior to compiling his personal information to create a profile of him for its platform. Apollo also did not obtain prior written permission from Hartz to use that profile, which includes his name and current and prior job titles, and access to his mobile phone number, to advertise paid subscriptions for its platform. On information and belief, Apollo did not obtain written permission from any sources from which it compiled Hartz's personal identifying information.

37. Hartz has intellectual property and privacy interests in his name, likeness, and

identity recognized by Illinois statutory and common law. Hartz has the right to exclude anyone from using his identity for commercial purposes without his written permission.

38. Apollo has injured Hartz by using his identity for its own commercial purposes without compensation or permission in violation of IRPA.

Facts relating to Lauren Randle:

39. In April 2023, Randle discovered that her identity was used on Apollo's platform. Indeed, Randle can confirm that when her name is searched for on Apollo's platform, a profile appears with the names of her employer and former employer, her job title, email addresses, and a tab with the option to view her mobile telephone number.

40. Randle further confirms that when the tab with the option to reveal her mobile number is selected, one credit is spent on the platform and her mobile number is revealed. If a user of the platform does not have sufficient credits to reveal Randle's mobile number, the user will be prompted to enter into a paid subscription or, for users with a paid subscription, purchase additional credits in order to reveal the number.

41. Potential customers availing themselves of Apollo's platform are able to view and, on information and belief, have viewed Randle's profile. Apollo uses access to Randle's profile, and other similar profiles, to familiarize potential customers to the platform and incentivize them to enter into paid subscriptions. Thus, Randle's identity has been used by Apollo to market its platform.

42. Randle has no relationship with Apollo. She neither utilizes the platform nor subscribes to it.

43. Randle did not give consent, written or otherwise, to Apollo to use her name, likeness, personal information, or identity in any way. Nor did Randle provide Apollo with

written consent to use her identity for commercial purposes. Had Apollo requested her consent, Randle would not have provided it.

44. Apollo did not obtain written consent from Randle prior to compiling her personal information to create a profile of her for its platform. Apollo also did not obtain prior written permission from Randle to use that profile, which includes her name and current and prior job titles, email addresses, and access to her mobile phone number, to advertise paid subscriptions for its platform. On information and belief, Apollo did not obtain written permission from any sources from which it compiled Randle's personal identifying information.

45. Randle has intellectual property and privacy interests in her name, likeness, and identity recognized by Illinois statutory and common law. Randle has the right to exclude anyone from using her identity for commercial purposes without her written permission.

46. Apollo has injured Randle by using her identity for its own commercial purposes without compensation or permission in violation of IRPA.

CLASS ALLEGATIONS

47. Plaintiffs bring this action on behalf of themselves, and all others similarly situated, as a class action pursuant to 735 ILCS § 5/2-801.

48. The class Plaintiffs seek to represent is defined as follows:

All current and former Illinois residents who are not subscribers to Apollo's platform and whose identity is incorporated in employee profiles used to market paid subscriptions for the platform.

Excluded from the class are Apollo, its officers, directors, shareholders, and employees, and members of the Illinois judiciary. Plaintiffs reserve the right to amend the Class definition upon completion of class discovery when the contours and the parameters of the class become more apparent.

49. **Numerosity.** The members of the class are so numerous that joinder of all members is impractical. Based on the investigation by their counsel and representations made by Apollo, Plaintiffs reasonably believe that the class comprises of thousands of current and former Illinois citizens whose profiles are compiled and maintained in Apollo's database and searchable on its platform. The exact number of Class Members can be determined from records maintained by Apollo, but certainly exceeds 40 persons.

50. **Common Questions of Law and Fact Predominate.** There are many questions of law and fact that exist as to Plaintiffs and members of the Class, and those questions substantially predominate over any questions that may affect individual Class members. Common questions of fact and law include, but are not limited to:

- (a) whether Apollo uses Plaintiffs' and Class Members' names and identities in advertisements for its own commercial benefit;
- (b) whether Apollo obtained written consent from Plaintiffs and the Class prior to using their identities in advertisements promoting its platform as required by 765 ILCS § 1075/30;
- (c) whether the conduct described herein constitutes a violation of IRPA;
- (d) whether Apollo's commercial use of the identities of Plaintiffs and the Class was willful such that Plaintiffs and the Class are entitled to punitive damages; and
- (e) whether Plaintiffs and Class Members are entitled to declaratory, injunctive, and monetary relief as requested.

51. Plaintiffs and the members of the Class have a commonality of interest in the subject matter of the lawsuit and remedies sought.

52. **Typicality.** Plaintiffs' claims are typical of the claims of the members of the Class. Apollo's misuse of Plaintiffs' and Class Members' names, identities, likeness, and other personal information was the same for each.

53. **Adequacy of Representation.** Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained competent counsel experienced in class action litigation in state and federal courts nationwide and Plaintiffs have no interest adverse to any member of the Class. Plaintiffs intend to prosecute this case vigorously on behalf of themselves and the Class.

54. **Superiority of Class Action.** A class action is an appropriate method for the fair and efficient adjudication of the controversy pursuant to 735 ILCS § 5/2-801(4) because it involves a uniform course of conduct equally applicable to the Plaintiffs and all members of the Class. A class action will permit a large number of relatively small claims involving virtually identical facts and legal issues to be resolved efficiently in one proceeding based upon common proofs and can therefore best secure the economies of time, effort and expense or accomplish the other ends of equity and justice that this action seeks to obtain.

Violation of IRPA, 765 ILCS § 1075/1 et seq.

55. As stated, IRPA defines "right of publicity" as the "right to control and to choose whether and how to use an individual's identity for commercial purposes." 765 ILCS § 1075/10.

56. IRPA prohibits and provides damages for using an individual's identity for commercial purposes without first obtaining written consent. 765 ILCS § 1075/30.

57. By engaging in the foregoing acts and omissions, Apollo used Plaintiffs' and Class Members' identities for commercial purposes without first obtaining written consent.

58. Each use of Plaintiffs' and Class Members' identity is a separate and distinct

violation of IRPA giving rise to damages.

59. Under IRPA, Apollo is liable for the greater of: (i) statutory damages in the amount of \$1,000 per violation; or (ii) the sum of “actual damages” and “profits derived from the unauthorized use.” 765 ILCS § 1075/40. IRPA also provides for punitive damages if the violation is willful and injunctive relief. 765 ILCS § 1075/40 & 50.

60. As a result of Apollo’s violations of IRPA, Plaintiffs and the Class have suffered injury to their privacy rights and economic damages. Plaintiffs and Class Members have been denied the commercial value of their identities, which Apollo used without permission from or compensation to Plaintiffs and the Class. Plaintiffs and Class Members were denied their statutorily protected right to control how their identities are used and suffered economic damage based on that misuse.

61. Plaintiffs, on behalf of the Class, seek: statutory damages for each violation of IRPA, or alternatively, actual damages and profits derived from the unauthorized use of Plaintiffs’ and Class Members’ identities, whichever is greater; punitive damages if it is found that Apollo’s actions were willful; prejudgment interest; injunctive and declaratory relief; and an award of attorneys’ fees and costs.

WHEREFORE, Plaintiffs, Matthew Hartz and Lauren Randle, individually and on behalf of all other similarly-situated individuals, demands judgment in their favor and against Defendant Zenleads, Inc., d/b/a Apollo.io as follows:

- A. Certifying this case as a Class Action and appointing Plaintiffs and their attorneys as class representatives and class counsel, respectively;
- B. Declaring that Apollo’s actions, as described herein, violate IRPA;
- C. Awarding statutory damages to Plaintiffs and the Class for each violation of IRPA

or, alternatively, actual damages and profits derived from the unauthorized use of Plaintiffs' and Class Members' identities, whichever is greater, plus prejudgment interest;

- D. Enjoining Apollo from committing further violations of IRPA;
- E. Awarding Plaintiffs reasonable attorneys' fees and costs incurred in filing and prosecuting this action as provide by IRPA; and
- F. Awarding such other and further relief as this Court deems appropriate and just.

Matthew Hartz and Lauren Randle, individually and as representatives of a class of similarly-situated persons

By: s/ Patrick J Solberg
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Apollo.io Profited from Illinois Residents' Personal Data Without Consent, Class Action Says](#)
