

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

MILLERKING, LLC, on behalf of itself
and all others similarly situated,

Plaintiff,

V.

DONOTPAY, INC.,

Defendant.

Case No. 23-cv-863

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

TABLE OF CONTENTS

NATURE OF THE ACTION	1
THE PARTIES.....	2
JURISDICTION AND VENUE	2
FACTUAL ALLEGATIONS	3
I. States Regulate and Prohibit the Unauthorized Practice of Law	3
II. DoNotPay Advertises and Provides Legal Services and Engages in the Practice of Law	5
III. DoNotPay Touts Its Customer and Investor Growth.....	19
IV. DoNotPay’s Unlicensed Legal Services Cause Real-World Harm	20
V. DoNotPay Willfully Ignores Warnings that it is Engaged in the Unauthorized Practice of Law and Continues Doing So Despite Promising to Stop	22
CLASS ALLEGATIONS	23
COUNT I: Violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(a) False Affiliation, Connection, Association, Sponsorship, or Approval	27
COUNT II: Violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B) False Advertising	31
COUNT III: Violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 <i>et seq.</i>	33
COUNT IV: Unauthorized Practice of Law in Illinois	35
PRAYER FOR RELIEF	37
JURY DEMAND	38

Plaintiff MillerKing, LLC (“MillerKing”), on behalf of itself and all others similarly situated, for its Class Action Complaint against Defendant DoNotPay, Inc. (“DoNotPay”), states as follows:

NATURE OF THE ACTION

1. DoNotPay is a subscription service that purports to utilize artificial intelligence to provide a variety of legal services to its customers, including, among others, appealing parking tickets, drafting contracts, drafting demand letters, preparing estate planning documents, registering trademarks, preparing and filing lawsuits, and providing scripts to read in court.

2. DoNotPay holds itself out as a “robot lawyer” and an “artificially intelligent robot attorney.” But DoNotPay is not a licensed attorney or law firm employing licensed attorneys.

3. Every jurisdiction in the United States strictly regulates the practice of law and prohibits those without a legal license from engaging in the practice of law. Among other things, licensed attorneys must maintain their legal education, they are subject to a code of ethical conduct, and they are liable to clients, and insured, for professional malpractice.

4. Dispensing legal advice without possessing the requisite expertise, competence, and licensure requirements causes, and predictably will continue to cause, irreparable harm to many citizens in need of legal services, and also infringes on the rights of law firms employing those who are properly licensed—particularly small law firms whose services overlap with those offered by DoNotPay.

5. Despite numerous warnings from state bar associations that DoNotPay is improperly practicing law, and despite promises by DoNotPay months ago that it would “immediately” remove its legal services, DoNotPay continues to advertise and engage in the unauthorized practice of law.

6. Accordingly, this lawsuit seeks relief for DoNotPay's violations of the Lanham Act and the Illinois Uniform Deceptive Trade Practices Act, and all remedies available for the unauthorized practice of law.

THE PARTIES

7. MillerKing is a law firm that is an Illinois limited liability company with its principal place of business in Illinois. Pursuant to 28 U.S.C. § 1332(d)(10), it is, therefore, a citizen of Illinois. MillerKing is and has been at all times relevant hereto duly authorized to practice law in Illinois.

8. MillerKing has six attorneys licensed in Illinois. The firm advertises its services online and provides legal services across various practice areas including personal injury, wrongful death, family law, divorce law, child custody, criminal law, traffic law, estate planning, probate, workers' compensation, business law, municipal law, and mediation.

9. DoNotPay is a Delaware corporation with its principal place of business in California. It is, therefore, a citizen of Delaware and California.

JURISDICTION AND VENUE

10. This Court has personal jurisdiction over Defendant because Defendant purposefully directs its activities at residents of Illinois and this litigation arises out of, or relates to, Defendant's contacts with Illinois.

11. Pursuant to 28 U.S.C. § 1331, this Court has original jurisdiction over Plaintiff's claims arising under federal law. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), this Court has original jurisdiction over Plaintiff's claims because members of the Class of plaintiffs are citizens of a State different from Defendant, the total claims of Class Members exceed \$5,000,000 exclusive of interest and costs, and there are at least 100 Class Members. The Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to each claim occurred within this judicial district or because this Court has personal jurisdiction over Defendant.

FACTUAL ALLEGATIONS

I. States Regulate and Prohibit the Unauthorized Practice of Law.

13. The practice of law is an area heavily regulated by States and their courts.

14. For example, the State of Illinois, like other states, “requires minimum levels of education, training, and character before granting a license to practice law.” *King v. First Cap. Fin. Servs. Corp.*, 828 N.E.2d 1155, 1162 (Ill. 2005).

15. As in most states, before a person can sit for the Illinois bar exam, she must complete law school.¹ To receive a license, the person must also complete a Multi-State Professional Responsibility Examination (MPRE), pass the bar exam, and pass a character and fitness determination.²

16. The requirements continue after a lawyer receives a license. The lawyer must complete continuing education requirements and adhere to ethical standards to keep her license.

17. Every State in the United States, plus the District of Columbia, regulates and prohibits the unauthorized practice of law, with civil penalties that can include contempt of court, injunctive relief, actual damages, civil fines, and some categorizing the offense as a misdemeanor or felony.

¹ This is true in all but seven states, four of which require certain work requirements in lieu of law school and three of which require a mix of law school and work. Two states allow degrees from certain law schools in lieu of a bar exam, and some states allow law students to take the bar exam when nearly finished with law school. *See* Am. Bar Assoc., Comprehensive Guide to Bar Admission Requirements 2021 (the “ABA Guide”) https://www.americanbar.org/content/dam/aba/publications/misc/legal_education/2021-comp-guide.pdf (last visited March 2, 2023).

² *See* ABA Guide at 5-6.

18. For example, in Illinois, “[t]he power to regulate and define the practice of law is a prerogative of [the Illinois Supreme] court under the Illinois Constitution.” *King*, 828 N.E.2d at 1162.

19. The Illinois General Assembly also prohibits the unauthorized practice of law:

No person shall be permitted to practice as an attorney or counselor at law within this State without having previously obtained a license for that purpose from the Supreme Court of this State.

No person shall receive any compensation directly or indirectly for any legal services other than a regularly licensed attorney, nor may an unlicensed person advertise or hold himself or herself out to provide legal services.

705 ILCS 205/1.

20. The statute allows for remedies that “include, but are not limited to” equitable relief and a civil penalty of \$5,000 to be paid to the Illinois Equal Justice Foundation,” and explains that courts have an “inherent right . . . to restrain the unauthorized practice of law.” *Id.*

21. The Illinois General Assembly has also made it “unlawful for a corporation to practice law . . . or to hold itself out to the public as being entitled to practice law or to render or furnish legal services or advice . . . or to render legal services of any kind in actions or proceedings of any nature or in any other way or manner to assume to be entitled to practice law, or to assume, use and advertise the title of lawyers or attorney, attorney at law, or equivalent terms in any language in such manner as to convey the impression that it is entitled to practice law, or to furnish legal advice” 705 ILCS 220/1. *See also* Ill. Sup. Ct. R. 721(c) (“No corporation, association, limited liability company, or registered limited liability partnership shall engage in the practice of law in Illinois, or open or maintain an establishment for that purpose in Illinois, without a certificate of registration issued by [the Illinois Supreme] court.”).

22. The purpose of requiring certain levels of education, training, and character prior to and after granting a license “is to protect the public from potential injury resulting from laypersons performing acts that require the training, knowledge, and responsibility of a licensed attorney.” *King*, 828 N.E.2d at 1162.

23. “An unlicensed corporation dispensing legal advice without possessing the requisite expertise or competence is predictably apt to cause irreparable harm to many citizens, as well as to the judicial system itself.” *Richard F. Mallen & Assocs. v. Myinjuryclaim.com Corp.*, 769 N.E.2d 74, 76 (Ill. App. Ct. 2002).

24. “Because the practice of law by an entity not licensed constitutes an infringement upon the rights of those who are properly licensed, attorneys and law firms have standing to bring a cause of action for such unauthorized practice.” *Id.*

II. DoNotPay Advertises and Provides Legal Services and Engages in the Practice of Law.

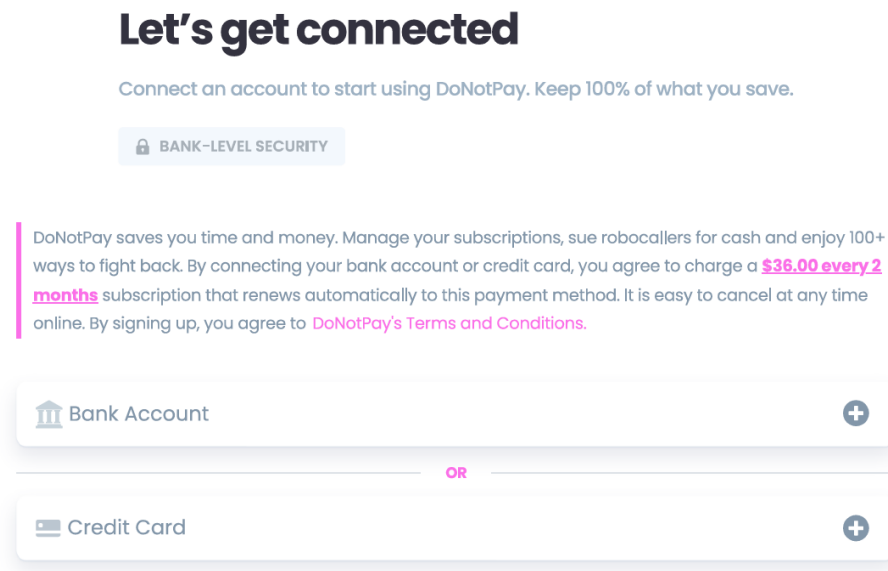
25. In its advertising and promotion, DoNotPay holds itself out as “The World’s First Robot Lawyer.” As shown in the screenshots below, the home page of DoNotPay’s website³ touts its app as “the home of the world’s first robot lawyer.” DoNotPay represents to potential consumers that it allows people to “[f]ight corporations, beat bureaucracy and sue anyone at the press of a button.”



³ <https://donotpay.com/> (last visited March 15, 2023).



26. DoNotPay is a subscription service, whereby the customer must provide bank account or credit card information to pay a fixed price (currently \$36 for two months of service), which automatically renews, as shown in the following screenshot.



27. The homepage for DoNotPay lists numerous legal services that the “robot lawyer” provides, including the following:

- “Annul My Marriage”
- “Appeal Parking Tickets in Any City”
- “Appeal Speeding Tickets”
- “Appeal Toll Booth Tickets”
- “Breach of Contract”
- “Break My Lease”
- “Cancel Timeshares”

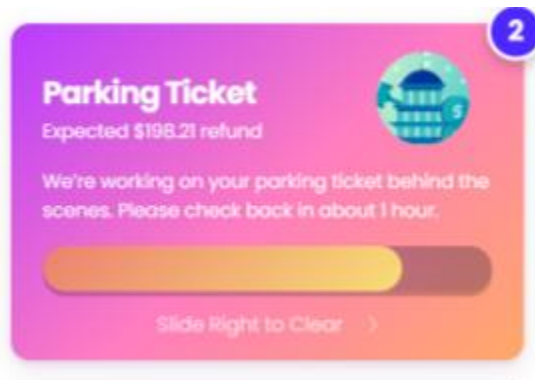
- “Casino Taxes”
- “Child Support Payments”
- “Copyright Protection”
- “Create a Power of Attorney”
- “Defamation Demand Letters”
- “Dispute Seatbelt Tickets”
- “Dispute Traffic Tickets”
- “Divorce Settlement Agreement”
- “Fight Workplace Discrimination”
- “File a Complaint Against Any Company”
- “File a Restraining Order”
- “HOA Fines and Complaints”
- “Landlord Protection”
- “Reducing Property Taxes”
- “Release of Liability”
- “Remove My Lien”
- “Revocable Living Trust”
- “Standardized Legal Documents”
- “Sue Anyone in Small Claims Court”
- “Trademark Registration”

28. DoNotPay does not simply offer information about these legal areas. Instead, it offers to perform legal work personalized for each person’s situation and state laws.

29. DoNotPay’s website purports to offer an “artificially intelligent robot attorney” and explains that it “uses artificial intelligence to provide legal assistance instead of the usual human knowledge.”⁴

⁴ <https://donotpay.com/learn/someone-owes-me-money/>; <https://donotpay.com/learn/legalzoom-divorce-review/> (last visited March 10, 2023).

30. DoNotPay's homepage advertises that its robot attorney will not just provide information about these matters, but that it will work on these matters "behind the scenes."



31. Each category of services advertised on DoNotPay's homepage listed in paragraph 27 above leads to additional webpages in which DoNotPay advertises specific legal services provided by the "Robot Lawyer".

32. For example, clicking "Standardized Legal Documents" leads to a DoNotPay webpage with a heading of "Top Resources" and numerous additional links below the heading. The first link under "Top Resources" at the top of the screen is a webpage titled "The Best Contract Template at Your Disposal."⁵

33. Clicking on that link leads to a page that offers much more than a simple contract template. And DoNotPay is explicit about this, stating the customer can "Use DoNotPay to Make Personalized Contracts." Likewise, after providing information about various types of contracts, DoNotPay states: "If all that you have read so far about contracts and contract forms makes you feel a bit overwhelmed, we've got some good news for you! You don't have to waste time with unreliable legal document samples or templates. With DoNotPay, you can easily generate a personalized contract."

⁵ <https://donotpay.com/learn/standardized-legal-documents/> (last visited March 14, 2023).

Use DoNotPay To Make Personalized Contracts

If all that you have read so far about contracts and contract forms makes you feel a bit overwhelmed, we've got some good news for you! You don't have to waste time with unreliable legal document samples or templates. With DoNotPay, you can easily generate a personalized contract. Follow these steps:

1. Open DoNotPay in a [web browser](#)
2. Enter the name of the document you want to use
3. Answer our chatbot's questions
4. We'll generate a contract for you instantly

34. The webpage also lists a variety of legal documents that DoNotPay offers to generate:

We offer numerous legal documents at the moment, so check out the table below and pick the contract you need:

Business and Real Estate Documents	Other Documents
<ul style="list-style-type: none"> • Estoppel Certificate <ul style="list-style-type: none"> ◦ Independent Contractor Agreement ◦ Intent to Purchase Real Estate ◦ Non-Disclosure Agreement • Bill of Sale <ul style="list-style-type: none"> ◦ General Business Contract • Non-Compete Agreement <ul style="list-style-type: none"> ◦ Residential Lease Agreement • LLC Operating Agreement • Quitclaim Deed 	<ul style="list-style-type: none"> • Parenting Plan (Child Custody) • General Affidavit • Promissory Note • Prenuptial Agreement

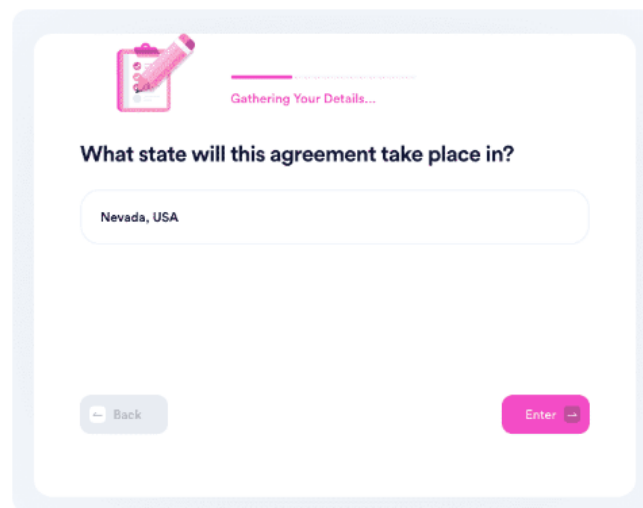
35. Clicking on the “Non-Compete Agreement” link shown above leads to another webpage titled “Everything About the Non-Compete Agreement.”⁶ The webpage provides generalized information about non-compete agreements. Near the end of the page, DoNotPay states: “The simplest way to draw up a non-compete agreement is with DoNotPay” and advertises that the Robot Lawyer will create a document “personalized to your needs” that “will become official once all parties sign it or notarize it.”

The Simplest Way To Draw Up a Non-Compete Agreement Is With DoNotPay

If you want to draw up a professional non-compete agreement without spending a small fortune on lawyers, DoNotPay has got your back. We've developed a feature that can help you write legal documents in a few clicks.

To create a contract with our help, do the following:

1. Open [DoNotPay](#)
2. Type in the name of the document you want to create in the Search bar
3. Enter the required details
4. Print or download the document we create



The screenshot shows a user interface for creating a document. At the top, there is a pink icon of a notepad and pencil, followed by the text "Gathering Your Details...". Below this, the question "What state will this agreement take place in?" is displayed. A text input field contains the text "Nevada, USA". At the bottom of the form, there are two buttons: a grey "Back" button with a left arrow and a pink "Enter" button with a right arrow.

The document will become official once all parties sign it or notarize it. Every contract we create is personalized to your needs and adjusted to the answers you provide.

⁶ <https://donotpay.com/learn/non-compete-agreement/> (last visited March 8, 2023).

36. The webpage goes on to advertise additional types of contracts that DoNotPay “can help you draw up.”

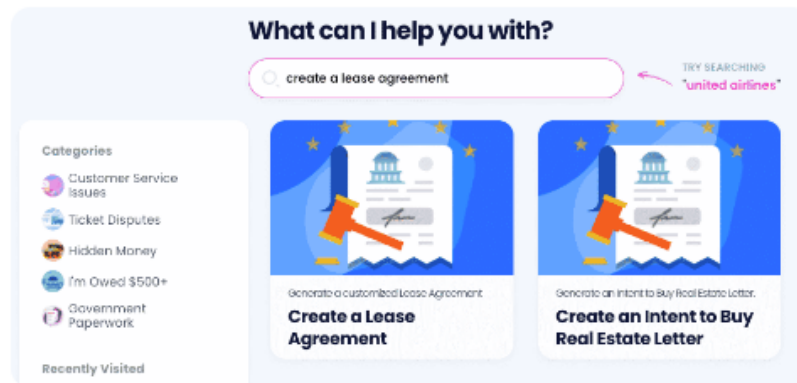
Write Any Legal Document Stress-Free With DoNotPay

Do you need help writing other documents or including a non-compete clause in an operating or non-disclosure agreement? **You can use DoNotPay’s feature to create any legal document and save both time and money.** Here’s a short overview of some of the contracts we can help you draw up:

Business Contracts	Real Estate	Other
<ul style="list-style-type: none"> • Non-Disclosure Agreement • General Business Contract • LLC Operating Rules Document • Bill of Sale • Independent Contractor Agreement 	<ul style="list-style-type: none"> • Residential Lease Agreement • Estoppel Certificate • Intent to Purchase Real Estate • Quitclaim Deed 	<ul style="list-style-type: none"> • Prenuptial Agreement • General Affidavit • Child Custody • Promissory Note

37. Clicking on the “Residential Lease Agreement” link above leads to a webpage⁷ in which DoNotPay advertises that it will “draw up a detailed lease contract” without the user having to “waste money on a lawyer”; that it “will adjust your contract to the state’s laws”: and it “will generate a personalized lease ready for your and your tenant’s signature” in “any American state, including Florida, Texas, and California.”

If you want to draw up a detailed lease contract without having to waste money on a lawyer, DoNotPay offers a solution. Thanks to our feature, you can generate an unlimited number of legal documents for a low monthly fee.



Since each state has different rules regarding lease agreements, DoNotPay will adjust your contract to the state’s laws. To create a lease agreement in a few clicks, follow these steps:

1. Sign in to [DoNotPay](#)
2. Type in the name of the document you want to create in the Search field
3. Answer our chatbot’s questions

We will generate a personalized lease ready for your and your tenant’s signature. Our feature will help you draw up a lease for any American state, including [Florida](#), [Texas](#), and [California](#).

⁷ <https://donotpay.com/learn/lease-agreement/> (last visited March 8, 2023).

38. Immediately above this portion of the webpage is a picture of a Tweet by DoNotPay’s founder and CEO, Joshua Browder, decrying that lawyers have to be involved to draft “a simple legal document” and touting that DoNotPay can “generate over 30 types of legal documents automatically.”

Draw Up Your Lease Agreement the Easy Way—With DoNotPay



Joshua Browder 
@jbrowder1

...

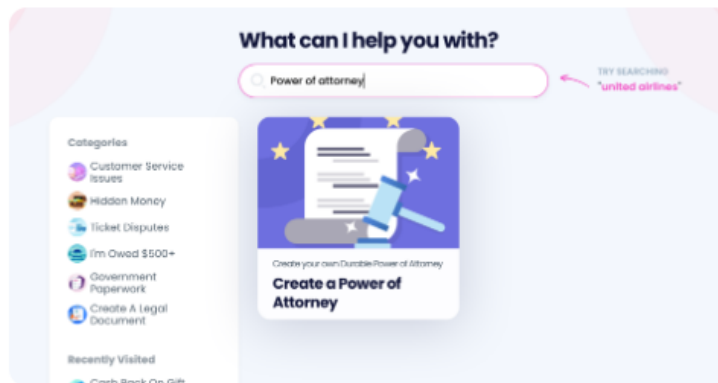
It is a shame you have to pay a lawyer \$300 for a simple legal document (like an NDA, contractor agreement, etc). Today, DoNotPay will now generate over 30 types of legal documents automatically!

39. DoNotPay likewise advertises that “[s]ince lawyers are too expensive,” its robot lawyer can draft a “personalized” durable power of attorney “according to your state laws and personal requirements.”⁸

⁸ <https://donotpay.com/learn/durable-power-of-attorney/> (last visited March 8, 2023).

Let DoNotPay Create Your Durable POA in Minutes

A durable power of attorney is one of the most important legal documents you'll ever have to create. You don't want to risk omitting a crucial section—any mistake can have considerable consequences for your future health, finances, or property management. Since lawyers are too expensive, DoNotpay has created a practical and affordable solution to your problems.



Our **Create a Power of Attorney** product enables you to tailor a document according to your state laws and personal requirements. All you have to do after you [sign up for DoNotPay](#) is:

1. Find the Power of Attorney product
2. Answer specific questions regarding your agent, the powers you're granting them, and your state of residence

We will instantly generate your personalized POA, along with two notices you and your agent should read before signing. Since the notarization of POA is always welcome—if not necessary—you can choose to have the document notarized with our help. Once you select the appropriate option, we will connect you to an online notary, so you can complete the process without leaving your house!

40. DoNotPay's advertised services are not limited to drafting legal documents. Elsewhere on its website, DoNotPay advertises that it will "provid[e] you with the best advice on [property tax] appeal procedures"⁹ and also "create a property tax guide customized to your needs" so that "[a]ll you need to do now is wait for your personalized guide to arrive."¹⁰

⁹ <https://donotpay.com/learn/property-tax-appeal/> (last visited March 9, 2023).

¹⁰ <https://donotpay.com/learn/illinois-property-tax-appeal/> (last visited March 9, 2023).

41. DoNotPay also advertises that it can provide advice on how to appeal traffic tickets “in any city,” and promotes this service with examples of how it can dispute tickets in specific cities, such as Chicago, Illinois.¹¹

Dispute Chicago parking tickets for free in two minutes from your computer or mobile phone

* * * *

Use DoNotPay to help you appeal any parking citation. **The app has an AI-powered chatbot that gives you the exact script you need to win your parking ticket appeal.** *Money* reports that this robot lawyer has beaten hundreds of thousands of parking tickets. It has a very high win rate, which has allowed users to save millions of dollars.

42. DoNotPay’s website advises that “[i]t is always worth disputing your ticket because by doing so, you can either eliminate or reduce your fine,” and it states that “[w]ith DoNotPay, your chances of beating it are even higher.” DoNotPay also advertises that it provides “arguments that work for most parking ticket disputes.”¹²

It is always worth disputing your ticket because by doing so, you can either eliminate or reduce your fine. With DoNotPay, your chances of beating it are even higher. **It uses AI technology to give you advice for free within two minutes.**

Here are some arguments that work for most parking ticket disputes:

- **You were not the owner of the car at the time of the violation.**
- **The street signs or markers were severely faded.**
- **The relevant signs were missing from the area.**
- **It is difficult to read the information on the parking ticket.**
- **Some data on the ticket is wrong.**

¹¹ <https://donotpay.com/learn/chicago-parking-tickets/> (last visited March 6, 2023).

¹² *Id.*

43. The same webpage states that, DoNotPay’s “‘Robot lawyer’ fights parking tickets” and with DoNotPay, “it is not necessary” to hire a lawyer to appeal parking tickets.

Does it make sense to get a lawyer to avoid paying a parking ticket in Chicago?



'Robot lawyer' fights parking tickets

It is possible to get a lawyer to help you appeal your Chicago, Illinois parking tickets. However, it is not necessary. **It is costly to hire a lawyer, so save your money and use the DoNotPay app. Access DoNotPay through any [web browser](#).** All you have to do is answer the app's questions. After all this, it will provide you with a step-by-step solution to your problem.

44. DoNotPay also advertises that it provides legal services to initiate litigation and obtain a judgment, and that it can “assist with all your legal needs” in “small claims and more.” It states further that “DoNotPay offers you the help of the world’s first artificial intelligence (AI) lawyer” that “guides you through the process of filing a court case with the specific documents you need to get you on your way to a favorable judgment.”¹³

DoNotPay Tackles Small Claims and More

With DoNotPay on your side, the legal process is easier than ever. DoNotPay offers you the help of the world's first artificial intelligence (AI) lawyer with the click of your mouse. **The app guides you through the process of filing a court case with the specific documents you need to get you on your way to a favorable judgment.**

Best of all, DoNotPay can assist with all your legal needs. From suing a client who won't pay their invoice to [suing your insurance company](#) for delayed claims processing, we can help. Learn how to sue everyone from [ATT](#) and [Verizon](#) to [Uber](#) and [United Airlines](#) by visiting our extensive resource library.

¹³ <https://donotpay.com/learn/someone-owes-me-money/> (last visited March 14, 2023).

45. DoNotPay has numerous webpages about how DoNotPay can sue specific entities in small claims court. It advertises that these services include DoNotPay “generat[ing] a perfectly composed demand letter”; “fill[ing] out the correct forms to submit to your local small claims court . . . [with] the correct number of copies”; “tell[ing] you how to [serve the defendant] in accordance with your local court’s rules”; providing a “script to state your case in court”; and “giv[ing] you instructions for every eventuality.”¹⁴

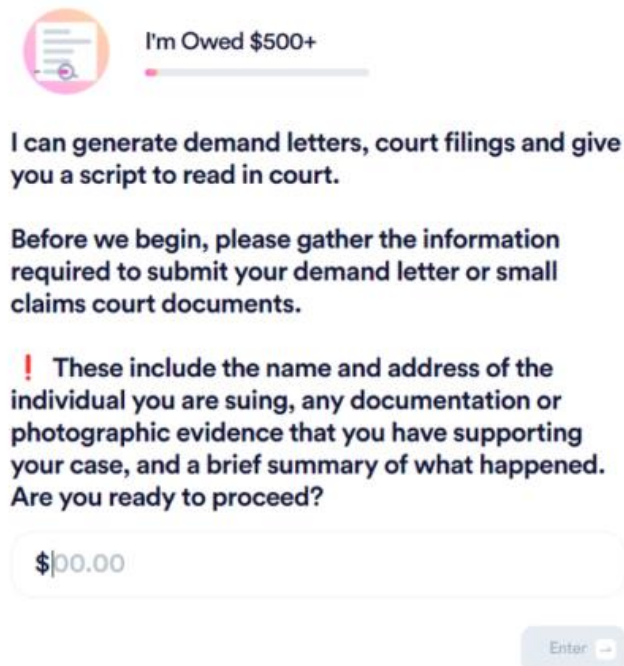
How to Sue Comcast in small claims court effortlessly with DoNotPay

DoNotPay reduces [suing Comcast in a small claims court](#) to several simple steps:

1. Use DoNotPay in your [web browser](#).
2. Answer a few questions from the app’s AI-driven chatbot. DoNotPay will determine whether your claims qualify for a small case court. Your monetary claim must be within your state’s limit.
3. DoNotPay will generate a perfectly composed demand letter for you to send to Comcast. That gives the company a chance to settle out of court, potentially reducing the court’s caseload.
4. Then, based on your answers to the chatbot, DoNotPay will fill out the correct forms to submit to your local small claims court. It will also provide the correct number of copies. All you have to do is file them with the court clerk and pay the fee, usually less than \$75.
5. You will have to serve Comcast, meaning you have to let them know that you are attempting to sue them in small claims court. DoNotPay will tell you how to do this in accordance with your local court’s rules.
6. Show up to your court date against Comcast and follow DoNotPay’s script to state your case in court. Often, the defendant fails to show up in court, meaning you win by default. DoNotPay will give you instructions for every eventuality, including this one.

¹⁴ <https://donotpay.com/learn/comcast-lawsuit/> (last visited March 6, 2023).

46. To a subscriber seeking to file a lawsuit for over \$500, DoNotPay states it “can generate demand letters, court filings and give you a script to read in court.”



I'm Owed \$500+

I can generate demand letters, court filings and give you a script to read in court.

Before we begin, please gather the information required to submit your demand letter or small claims court documents.

! These include the name and address of the individual you are suing, any documentation or photographic evidence that you have supporting your case, and a brief summary of what happened. Are you ready to proceed?

\$00.00

Enter

47. In a Bloomberg interview posted on DoNotPay’s website, DoNotPay’s founder and CEO Browder explained that the legal advice and services provided “isn’t rocket science.”¹⁵

48. In another video posted at the top of the “About” DoNotPay website, Browder stated that one of the goals of DoNot Pay is “to be like the general counsel for the consumer and fight back against these issues.”¹⁶ Elsewhere, Browder has also asserted DoNotPay is “trying to be a general counsel for all.”

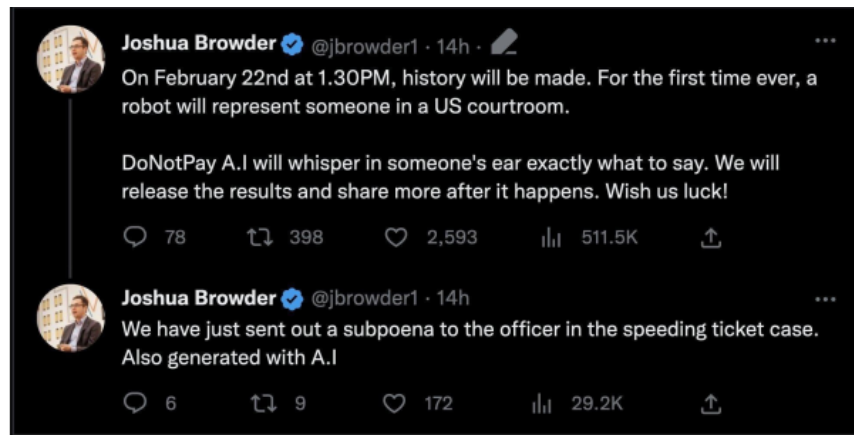
49. In January 2023, Browder stated in an interview that “for years, we’ve represented people over letters, sending angry letters to companies, and getting people out of tickets.”

50. In January 2023, Browder touted that DoNotPay’s “robot lawyer” would represent someone in a courtroom, though Browder would not disclose what case or courtroom so that the

¹⁵ <https://donotpay.com/about/> (last visited March 10, 2023).

¹⁶ *Id.*

judge could not prohibit the conduct. Browder also explained that DoNotPay had sent out a subpoena, presumably as the defendant's "robot lawyer".



III. DoNotPay Touts Its Customer and Investor Growth.

51. DoNotPay's commercial advertising and promotion has worked.

52. DoNotPay's website repeats an assertion in a 2016 Newsweek article that DoNotPay had taken on 250,000 parking ticket cases, and in two years overturned \$4 million in parking ticket fines in 160,000 of them.¹⁷ It repeats this headline from other news organization on other of its webpages¹⁸:

**Dispute Chicago parking tickets for free
in two minutes from your computer or
mobile phone**

Money

EVERYDAY MONEY > LEGAL ADVICE

**This Chat Bot Lawyer Has Beaten 160,000 Parking
Tickets**

53. DoNotPay's website omits that these figures were provided by Browder himself.¹⁹

¹⁷ <https://donotpay.com/learn/daly-city-parking-ticket/> (last visited March 6, 2023).

¹⁸ See, e.g., <https://donotpay.com/learn/chicago-parking-tickets/> (last visited March 14, 2023).

¹⁹ See <https://www.theguardian.com/technology/2016/jun/28/chatbot-ai-lawyer-donotpay-parking-tickets-london-new-york> ("**Browder** says DoNotPay has taken on 250,000 cases and won

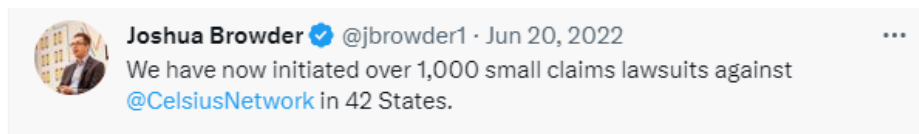
54. In 2017, Browder estimated that DoNotPay had successfully challenged 375,000 parking tickets in three cities alone.

55. DoNotPay's metrics of "cases" and successful outcomes are questionable, as Browder explained in 2017 that his early counts of ticket appeals included all completed *interactions* with the bot and his success rate was based on a user poll followed by application of that "win" percentage to total interactions. Yet the website still touts these figures today.

56. In a Bloomberg article posted on DoNotPay's website, Browder also stated that "there are a lot of our users who make a lot of money by picking up the phone and suing the robocallers."²⁰

57. By July 2021, DoNotPay had attracted numerous investors, doubled its valuation to about \$210 million, and had approximately 250,000 subscribers.

58. On June 20, 2022, Browder stated that DoNotPay had "initiated over 1,000 small claims lawsuits" against a single company in 42 different states.



59. On January 23, 2023, Browder stated that "DoNotPay has processed over 2 million cases."

IV. DoNotPay's Unlicensed Legal Services Cause Real-World Harm.

60. Several consumers who have used DoNotPay have posted accounts of their poor experience online. For example, one customer who used the service to dispute two parking tickets

160,000, giving it a success rate of 64% appealing over \$4m of parking tickets.") (emphasis added).

²⁰ <https://donotpay.com/about/> (last visited March 10, 2023).

explained that no one actually responded to his tickets and his fines increased. Another customer who used the service to dispute a parking ticket explained that DoNotPay produced a document that admitted fault, which caused him to have to pay a fine. Another customer explained that some requested tasks are simply never completed or “just get ‘lost’ (this happened with 2 parking tickets. I filed them 8 months ago and it still shows as ‘pending’).”

61. Likewise, far from generating a “perfectly composed demand letter” as promoted on DoNotPay’s website, one user who posted an online review uploaded the breach of contract demand letter produced by DoNotPay. According to this account, DoNotPay’s prompts did not ask any choice of law questions, conduct any statute of limitations analysis, or ask questions about payment preferences, and the demand letter, *inter alia*, used the terms “offer of services” and “performance of services” interchangeably, threatened a suit in small claims court despite a \$17,000 demand exceeding the jurisdictional limit of small claims court, and stated the person was agreeable to a lump sum or payment plan, and sought 10% interest in a jurisdiction permitting 12%.

62. Other public examples of inadequate legal documents and services by DoNotPay include demand letters that go undelivered and which do not actually contain demands, and other contracts that have basic information, such as the names of the parties, printed inaccurately.

63. These mistakes are likely to cause adverse legal effects. For example, undelivered demands or documents can create statute of limitations problems; the offering of a payment plan could prejudice a demander by delaying the period in which a failure to pay is deemed ripe; and if the jurisdiction governing a dispute does not permit a certain rate of interest, the mere act of seeking an unlawful amount of interest could expose the sender to civil or criminal liability under usury statutes.

64. As of the end of January 2023, paying subscribers are not permitted to test the robot lawyer's products before seeking help on a real legal problem. On or about January 27, 2023, DoNotPay updated its Terms of Service to prohibit subscribers from testing the service by included a provision that all submitted requests had to be for "authentic problem[s]":

You represent that any dispute or request submitted is an authentic problem you are having. You are responsible for any damages to DoNotPay or others from disputes with fake or inauthentic information, or from reselling our services.

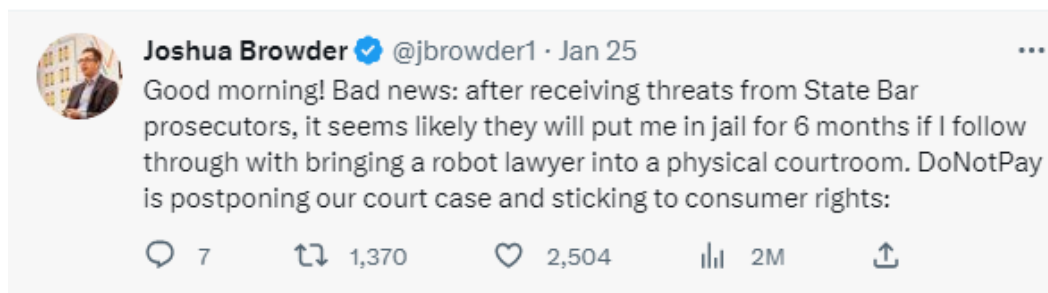
V. DoNotPay Willfully Ignores Warnings that it is Engaged in the Unauthorized Practice of Law and Continues Doing So Despite Promising to Stop.

65. DoNotPay disregards the law's licensure requirements, which, as set forth above, are intended to protect the public from potential injury resulting from laypersons performing acts that require the training, knowledge, and responsibility of a licensed attorney.

66. As word of DoNotPay has grown, including by its publicity stunts of sneaking the robot lawyer into a courtroom, so too have complaints from States and bar organizations.

67. According to Browder, "Multiple state bars have threatened [DoNotPay]"; "One even said a referral to the district attorney's office and prosecution and prison time would be possible."

68. On January 25, 2023, Browder announced that DoNotPay would "postpone" its stunt of secretly utilizing the robot lawyer in court because of "threats from State Bar prosecutors":



69. According to Browder, “The letters have become so frequent that we thought it was just a distraction and that we should move on.”

70. Browder also Tweeted on January 25, 2023, that “non-consumer rights legal products (e.g. defamation demand letters, divorce agreements and others) . . . are a distraction” and “[w]e are removing them from DoNotPay effective immediately, to focus solely on consumer rights.”

71. On January 27, 2023, Browder stated that DoNotPay removed seven products including immigration, bankruptcy, divorce, child settlement agreements, and defamation demand letters.

72. At some time after January 27, 2023, DoNotPay removed some content, such as its efforts to provide immigration and bankruptcy legal services, but not the other five listed above.²¹

73. As of the date of this filing, DoNotPay continues to advertise and promote legal products and services including defamation demand letters, divorce certificates, divorce settlement agreements, and all the other categories of legal services identified in paragraph 27 above.

CLASS ALLEGATIONS

74. Plaintiff brings this action on behalf of itself and all others similarly situated, as a representative of the following class (the “Class”):

All law firms in the United States in existence during the Class Period.

²¹<https://web.archive.org/web/20230127023724/https://donotpay.com/learn/certificate-of-naturalization/> (“If you’re worried about the length and complexity of the application process for a certificate of naturalization, rely on DoNotPay.”) (as of Jan. 27, 2023); <https://web.archive.org/web/20230129053952/https://donotpay.com/learn/filing-for-bankruptcy/> (“Let DoNotPay walk you through your bankruptcy options and help you determine whether a Chapter 7, Chapter 12, or Chapter 13 bankruptcy is right for you!”) (as of Jan. 29, 2023).

75. Plaintiff brings this action on behalf of itself and all other similarly situated, as a representative of the following subclass (the “Subclass”):

All law firms that, at any time during the Class Period, were registered with the Illinois Supreme Court to practice law in Illinois.²²

76. Excluded from the Class are counsel or law firms representing Plaintiff and Defendant, and the judges, court personnel, and jury in this case, and any members of their immediate families.

77. Plaintiff reserves the right to amend or modify the Class definitions with greater specificity or division into subclasses after having had an opportunity to conduct discovery.

78. The Class Period is that period within the statute of limitations for this action and extending until a Class is certified herein.

79. The Class is certifiable under Fed. R. Civ. P. 23.

80. **Numerosity.** The members of the Class are so numerous that joinder of all members is impractical.

81. **Typicality.** Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff and all Class Members have had their rights violated based on Defendant’s conduct as set forth herein.

82. **Commonality and Predominance.** There are questions of law and fact common to the Class, which predominate over any questions affecting individual members of the Class. These common questions of law and fact include, without limitation:

- a. Whether Defendant, in connection with any goods or services, used words, terms, names, symbols, or devices, or any combination thereof, or any false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or

²² Unless otherwise indicated, the Class and Subclass are collectively referred to as the Class.

association with another person, or as to the sponsorship, or approval of the goods, services, or commercial activities by another person;

- b. Whether any or all of Defendant's statements described herein were false or misleading statements of fact in a commercial advertisement or promotion about Defendant's own product;
- c. Whether the statement(s) described herein were material;
- d. Whether the statement(s) described herein actually deceived or had the tendency to deceive Defendant's customers;
- e. Whether the deception was material, in that it was likely to influence the purchasing decision of Defendant's customers;
- f. Whether Defendant caused the statement(s) to enter interstate commerce;
- g. Whether Plaintiff and the Class have been or are likely to be injured as a result of the confusing, mistaken, and/or deceptive affiliation, connection, association, sponsorship, or approval, either by direct diversion of sales from themselves to Defendant or by a lessening of the goodwill associated with their goods and services;
- h. Whether Plaintiff and the Class have been or are likely to be injured as a result of the false or misleading statement(s), either by direct diversion of sales from themselves to Defendant or by a lessening of the goodwill associated with their products;
- i. Whether Defendant represented that Defendant has a sponsorship, approval, status, affiliation, or connection that it does not have;
- j. Whether Defendant represented that its goods or services are of a particular standard, quality, or grade when they are of another;
- k. Whether Defendant disparages the goods, services, or business of another by false or misleading representation of fact;
- l. Whether Defendant advertises its goods or services with intent not to sell them as advertised;
- m. Whether Defendant engaged in other conduct that created a likelihood of confusion or misunderstanding;
- n. Whether Plaintiff and the Subclass are likely to be damaged by Defendant's conduct;
- o. Whether Defendant's conduct was willful;

- p. Whether Defendant's conduct constitutes the unauthorized practice of law;
- q. Whether Defendant's profits should be disgorged, and in what amount; and
- r. Whether Defendant's conduct should be enjoined.

83. **Adequacy.** Plaintiff is a member of the Class and Subclass it seeks to represent, committed to the vigorous prosecution of this action, and has retained competent counsel experienced in the prosecution of class actions. Plaintiff has no conflicts of interest with other class members and is an adequate representative that will fairly and adequately protect the interests of the Class and Subclass.

84. **Superiority.** A class action is a superior method for the fair and efficient adjudication of the controversy. Because the amount of each individual Class member's claim is small relative to the complexity of the litigation, Class members are unlikely to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, Class members will continue to suffer losses and the misconduct of Defendant will proceed without remedy. Moreover, given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard that might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court. Finally, Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

85. **Class Action on Limited Issues and Injunctive Relief.** As set forth above, it is appropriate for this action to be maintained as a class action pursuant to Fed. R. Civ. P. 23(b)(3).

Because there are common individual issues among the Class, it is appropriate for this action to be maintained as a class action with respect to particular issues if necessary. *See* Fed. R. Civ. P. 23(c)(4). Additionally, it is appropriate to maintain a class action with respect to the claims for injunctive relief pursuant to Fed. R. Civ. P. 23(b)(2).

COUNT I

Violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A) **False Affiliation, Connection, Association, Sponsorship, or Approval** **(On behalf of Plaintiff and the Class)**

86. Plaintiff incorporates and realleges each paragraph above as if fully set forth herein.

87. The Lanham Act prohibits the use of statements in commerce in connection with goods or services that are likely to cause confusion, mistake, or deception as to the affiliation, connection, or association with another person, or as to the origin, sponsorship, or approval of goods, services, or commercial activities by another person:

Any person who, on or in connection with any goods or services, . . . uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which-

(A) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person . . .

* * * *

shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

15 U.S.C. § 1125(a)(1)(A).

88. The term “any person” in § 1125(a) “includes any State, instrumentality of a State or employee of a State or instrumentality of a State acting in his or her official capacity.” 15 U.S.C. § 1125(a)(2).

89. Defendant used the words, terms, names, devices, false or misleading descriptions of fact, and/or false or misleading representations of fact that are described herein on Defendant's websites and in its owner's public statements promoting DoNotPay (the "Representations"), which included, *inter alia*:

- The description of the service as a robot "lawyer" and as an "artificially intelligent robot attorney";
- The description that the service can be used to "fight anyone, beat bureaucracy and sue anyone at the press of a button";
- The description that the service "provide[s] legal assistance";
- The description that legal services are performed "behind the scenes";
- The description that the services include "generat[ing] over 30 types of legal documents";
- The description that a user can "tailor a document according to [his/her] state laws and personal requirements";
- The description that the service will "provid[e] [the user] with the best advice";
- The description that "all you need to do now is wait for your personalized guide to arrive";
- The description that Defendant can "assist with all your legal needs" in "small claims and more";
- The description that the service can be used to appeal traffic tickets "in any city";
- The description that "it is always worth disputing your ticket because by doing so, you can either eliminate or reduce your fine";
- The description that "with DoNotPay, your chances of beating [a parking ticket] are even higher";
- The description that the service provides "arguments that work for most parking ticket disputes";

- The description that the service “guides you through the process of filing a court case with the specific documents you need to get you on your way to a favorable judgment”;
- The description that the service will “generate a perfect demand letter”;
- The description that the service will “generate . . . court filings”;
- The description that the service will “fill out the correct forms to submit to your local small claims court [and] provide the correct number of copies”;
- The description that the service will “tell you how to [serve the defendant] in accordance with your local court’s rules”;
- The description that the service will provide a “script to state your case in court” or “a script to read in court” or “instructions for every eventuality”;
- The representations that the robot “lawyer” provides numerous legal services described above, such as drafting legal documents that are personalized for the user and relevant to specific state laws, fighting parking tickets, drafting demand letters, and drafting and filing complaints and providing scripts for litigation;
- The representation that the service is intended “to be like the general counsel for the consumer”
- The representation that DoNotPay would represent a person in a courtroom;
- The representation that DoNotPay prepared and sent out a subpoena on behalf of a party in litigation;
- The representation that DoNotPay has, for years, “represented people” and is for “getting people out of tickets”;
- The representation that DoNotPay has taken on hundreds of thousands of parking ticket cases;
- The representation that DoNotPay successfully challenged hundreds of thousands of parking tickets; and
- The representation that DoNotPay had “initiated over 1,000 small claims lawsuits.”

90. The Representations were and continue to be used in interstate commerce.

91. The Representations were and continue to be used in connection with Defendant's goods or services.

92. The Representations are likely to cause confusion, mistake, and/or to deceive as to:

- (a) the affiliation, connection, or association of Defendant with another person—namely, licensed attorneys, the States, and/or State authorities that regulate the licensure requirements for the practice of law; and/or
- (b) the sponsorship or approval of Defendant's goods, services, or commercial activities by another person—namely, the State or State authorities that regulate the licensure requirements for the practice of law.

93. Plaintiff and the Class are competitors of DoNotPay.

94. As a Bloomberg article explained, DoNotPay's "name originally stood for 'do not pay parking tickets' but morphed into another ethos: Do not pay lawyers."

95. Plaintiff and the Class have been or are likely to be injured as a result of the Representations and confusing, mistaken, and/or deceptive affiliation, connection, association, sponsorship, or approval, either by direct diversion of clients from themselves to Defendant or by a lessening of the goodwill associated with their goods and services.

96. Defendant has, for years, willfully made the Representations knowing of their confusing, mistaken, or deceptive effect, but has willfully chosen not to alter them.

97. As set forth above, Defendant knowingly and willfully continues to make the Representations.

98. In the alternative, even if Defendant's conduct was unintentional, Defendant knew or should have known the Representations were likely to cause the confusion, mistake, or deception described herein.

99. Pursuant to 15 U.S.C. § 1117, recovery of Defendant's profits and the costs of this action are warranted.

100. Pursuant to 15 U.S.C. § 1117, this is an exceptional case warranting the recovery of Plaintiff's and the Class Members' reasonable attorneys' fees.

101. Defendant's unlawful conduct is continuing, and Plaintiff and the Class face a risk of future harm with no adequate legal remedy given the ongoing Representations by Defendant.

102. As a result, and in addition to the relief described above, Plaintiff and the Class seek injunctive relief pursuant to 15 U.S.C. § 1116.

WHEREFORE, Plaintiff and the Class pray for the relief requested in the Prayer for Relief set forth below.

COUNT II

Violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B) **False Advertising** **(On behalf of Plaintiff and The Class)**

103. Plaintiff incorporates and realleges each paragraph above as if fully set forth herein.

104. The Lanham Act also prohibits false advertising about one's own goods, services, or commercial activities:

Any person who, on or in connection with any goods or services, . . . uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which-

* * * *

(B) in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities,

shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

15 U.S.C. § 1125(a)(1)(B).

105. The Representations were made in commercial advertising or promotion.

106. The Representations were made on Defendant's website or on other public websites promoting DoNotPay, and constitute systematic communicative endeavors by Defendant made to a particular class of consumers (potential DoNotPay users) to persuade those possible customers to buy Defendant's product/service.

107. The Representations were and are material to potential DoNotPay subscribers in that they purport to inform potential customers of various legal services and products that will be provided via a robot "lawyer" and "attorney" and influenced, or are likely to influence, purchasing decisions.

108. The Representations were and remain materially false and/or misleading statements of fact that misrepresent the nature, characteristics, and qualities of Defendant's goods, services, or commercial activities, as Defendant is not authorized to provide the legal services and products it advertises will be provided.

109. The false and/or misleading Representations actually deceived or had the tendency to deceive a substantial segment of Defendant's audience.

110. Plaintiff and the Class have been or are likely to be injured as a result of the false and/or misleading Representations, either by direct diversion of clients from themselves to Defendant or by a lessening of the goodwill associated with their goods and services.

111. Defendant has, for years, knowingly and willfully made Representations that were false and/or misleading, but has willfully chosen not to alter them.

112. As set forth above, Defendant knowingly and willfully continues to make the false and/or misleading Representations.

113. In the alternative, even if Defendant's conduct was unintentional, Defendant knew or should have known the Representations were false and/or misleading.

114. Pursuant to 15 U.S.C. § 1117, recovery of Defendant's profits and the costs of this action are warranted.

115. Pursuant to 15 U.S.C. § 1117, this is an exceptional case warranting the recovery of Plaintiff's and the Class Members' reasonable attorneys' fees.

116. Defendant's unlawful conduct is continuing, and Plaintiff and the Class face a risk of future harm with no adequate legal remedy given the ongoing false and/or misleading Representations by Defendant.

117. As a result, and in addition to the relief described above, Plaintiff and the Class seek injunctive relief pursuant to 15 U.S.C. § 1116.

WHEREFORE, Plaintiff and the Class pray for the relief requested in the Prayer for Relief set forth below.

COUNT III

Violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et seq.* **(On behalf of Plaintiff and the Subclass)**

118. Plaintiff incorporates and realleges each paragraph above as if fully set forth herein.

119. As set forth herein, Defendant engaged in deceptive trade practices under the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS § 510/2, by, in the course of its business:

- a. causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- b. causing likelihood of confusion or misunderstanding as to affiliation, connection, or association with or certification by another;
- c. representing that its goods or services have sponsorship, approval, characteristics, uses, or benefits that they do not have;

- d. representing that Defendant has a sponsorship, approval, status, affiliation, or connection that it does not have;
- e. representing that goods or services are of a particular standard, quality, or grade when they are of another;
- f. disparaging the goods, services, or business of another by false or misleading representation of fact;
- g. advertising its goods or services with intent not to sell them as advertised; and/or
- h. engaging in other conduct that created a likelihood of confusion or misunderstanding.

120. Defendant's conduct that directly affects the Subclass occurred primarily and substantially in Illinois.

121. As set forth herein, Defendant knowingly and willfully engaged in, and continues to willfully engage in, the above-described deceptive trade practices.

122. In the alternative, even if Defendant's conduct was unintentional, it still has resulted in deceptive trade practices prohibited by Illinois law.

123. Plaintiff and the Subclass Members are likely to be damaged by Defendant's deceptive trade practices.

124. Defendant's unlawful conduct is continuing, and Plaintiff and the Subclass face a risk of future harm with no adequate legal remedy.

125. As a result, Plaintiff and the Subclass seek all available relief, including injunctive relief and attorneys' fees pursuant to 815 ILCS 510/3.

WHEREFORE, Plaintiff and the Subclass pray for the relief requested in the Prayer for Relief set forth below.

COUNT IV

Unauthorized Practice of Law in Illinois
(On behalf of Plaintiff and the Subclass)

126. Plaintiff incorporates and realleges each paragraph above as if fully set forth herein.

127. Defendant's conduct described herein constitutes the unauthorized practice of law that violates Illinois law and the rules of the Illinois Supreme Court.

128. As set forth herein, Defendant has violated the Illinois Attorney Act, 705 ILCS 205/1, by:

- engaging in the practice of law in Illinois without obtaining a license for that purpose from the Illinois Supreme Court;
- charging or receiving compensation, directly or indirectly, for legal services in Illinois that were not performed by a regularly licensed attorney; and/or
- advertising and holding itself out as providing legal services within Illinois without a license.

129. As set forth herein, Defendant has violated the Corporation Practice of Law Prohibition Act, 705 ILCS 220/1, by:

- practicing law;
- holding itself out to the public as being entitled to practice law;
- rendering or furnishing legal services or advice;
- rendering legal services of any kind in actions or proceedings of any nature;
- in any other way or manner, assuming to be entitled to practice law;
- assuming, using and advertising the title of lawyers or attorney, attorney at law, or equivalent terms in any language in such manner as to convey the impression that it is entitled to practice law; and/or
- furnishing legal advice.

130. As set forth herein, Defendant has violated the Corporation Practice of Law Prohibition Act, 705 ILCS 220/2, by:

- soliciting any claim or demand for the purpose of bringing an action at law thereon;
- furnishing legal advice, services, or counsel to a person sued or about to be sued in any action or proceeding;
- furnishing legal advice, services, or counsel to a person against whom an action or proceeding has been or is about to be brought;
- furnishing legal advice, services, or counsel to a person who may be affected in any action or proceeding which has been or may be instituted in any court or before any judicial body; and/or
- furnishing legal advice, services, or counsel for the purpose of representing any person as attorney or counsel in securing or attempting to secure any civil remedy.

131. Defendant's conduct "is predictably apt to cause irreparable harm to many citizens, as well as to the judicial system itself," and "constitutes an infringement upon the rights of those who are properly licensed, [including] attorneys and law firms" *Richard F. Mallen & Assocs.*, 769 N.E.2d at 76.

132. Despite receiving numerous warnings from "[m]ultiple state bars" and "frequent" letters that it is engaged in the unauthorized practice of law, Defendant willfully continues to engage in its unauthorized practice of law.

133. Defendant's unlawful conduct is continuing, and Plaintiff and the Subclass face a risk of future harm with no adequate legal remedy given the ongoing unauthorized practice of law by Defendant.

134. As a result, Plaintiff and the Subclass seek all available equitable relief, including injunctive relief and disgorgement of Defendant's profits pursuant to the Illinois Attorney Act, plus civil penalties permitted by law.

WHEREFORE, Plaintiff and the Subclass pray for the relief requested in the Prayer for Relief set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of itself, the Class, and Subclass, pray for judgment against Defendant as follows:

- A. entering an order certifying the Class and Subclass as requested herein and appointing the undersigned as lead counsel for the Class and Subclass;
- B. awarding Plaintiff, the Class, and Subclass injunctive relief, including, but not limited to, enjoining Defendant from continuing the unlawful practices as set forth herein and ordering Defendant to engage in a corrective advertising campaign;
- C. awarding Plaintiff, the Class, and the Subclass compensation in the form of disgorgement of Defendant's profits pursuant to 15 U.S.C. § 1117(a), 705 ILCS 205/1, and/or other applicable law;
- D. entering an order finding Defendant in contempt of court and determining an appropriate penalty pursuant to 705 ILCS 205/1;
- E. assessing a civil penalty to be paid to the Illinois Equal Justice Foundation pursuant to 705 ILCS 205/1;
- F. awarding Plaintiff, the Class, and the Subclass its costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a), 815 ILCS 510/3, or other applicable law;
- G. awarding Plaintiff, the Class, and the Subclass any pre-judgment and post-judgment interest, as provided by law; and
- H. awarding such other and further relief as is just and appropriate.

JURY DEMAND

Plaintiff demands a trial by jury on all claims so triable.

Dated: March 15, 2023

Respectfully submitted,

**GOLDENBERG HELLER
& ANTOGNOLI, P.C.**

By: /s/ Kevin P. Green

Thomas P. Rosenfeld #06301406

Kevin P. Green #06299905

Thomas C. Horscroft #06327049

Daniel S. Levy #6315524

2227 South State Route 157

Edwardsville, IL 62025

618-656-5150

tom@ghalaw.com

kevin@ghalaw.com

thorscroft@ghalaw.com

daniel@ghalaw.com

Attorneys for Plaintiff