

IN THE COUNTY COURT OF ORANGE COUNTY, FLORIDA

CASE NO: 2026-CC-_____

JONATHAN SIMON,

Plaintiff,

v.

8AM, LLC,

Defendant.

_____/

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, JONATHAN SIMON and sues Defendant 8AM, LLC and states:

1. This is a cause of action for damages in excess of \$8,000.00 but less than \$50,000.00, exclusive of attorney's fees, interest and costs.
2. At all times material hereto, Plaintiff was a resident of Orange County, Florida.
3. At all time material hereto, Defendant was a Limited Liability Company registered in the State of Delaware but conducting business nationwide, including in the State of Florida and in Orange County.
4. Long-Arm Jurisdiction pursuant to Fla. Stat. 48.193(1)(a)(1) applies to the Defendant as Defendant has engaged in and carried on a business activity with the State of Florida.
5. All conditions precedent to the filing of this lawsuit have been met, waived or otherwise extinguished.

FACTUAL HISTORY

6. Defendant is the owner of a legal case management software called “MyCase”. Defendant acquired MyCase in 2022. MyCase advertises itself as a comprehensive case management suite for attorneys, including a specific feature called “Advanced Document Automation” (ADA)¹. Prior to the implementation of their own in-house document automation platform, MyCase advertised and promoted its relationship with Woodpecker as its document automation solution. Woodpecker was acquired by MyCase in 2021².

7. Plaintiff is a consultant who engineers and designs templates for law firms who utilize MyCase (among other platforms). Despite assertions on the ADA website and the Woodpecker website, implementing document automation is difficult and requires someone who has a wealth of knowledge about front-end and back-end functionality of document automation for the software to function as intended (if it ever does).

8. In October of 2022, Plaintiff began working with a law firm that utilized MyCase with the stated goal of that firm being to implement Woodpecker document automation.

9. Plaintiff began to try to create templates with the Woodpecker automation software. It was readily apparent that this software, marketed as a finished product that would save attorneys time and money, was, at best, a beta-test that should never have been released onto the market.

10. Among a litany of other issues, Plaintiff uncovered the following shortcomings of the Woodpecker software:

- a. **You cannot use Woodpecker templates in MyCase workflows.** This completely defeats the purpose of trying to automate. This should have been the

¹ <https://www.mycase.com/features/advanced-document-automation/>

² <https://www.woodpeckerweb.com/blog/woodpecker-acquired-by-mycase-a-letter-from-founder-alex-melehy>

first thing disclosed by Woodpecker. Renders the workflow portion of MyCase useless.

- b. **Woodpecker cannot source contact fields except for client fields.** MyCase is built on the premise that contacts are added to the platform and then attached to a certain case in a certain role. Woodpecker **only recognizes clients**. So that judge you attach to every new case? You'll have to input all of his/her information into multiple custom case fields **every time you open a new case**.
- c. **You will need to learn how to write HTML for documents to populate correctly.** Want to include a table or a numbered list? Good luck! In order for documents to populate correctly we had to write custom HTML within the multiline text fields in Woodpecker.
- d. **Woodpecker cannot map to size 12 font in rich text fields.** So long as you're an expert in style sets in Word, no problem.
- e. **You cannot write logic off of conditional fields.** Woodpecker does not support building conditional logic from conditional input fields. Let's say the document asks the user to input a "settlement amount" and you want to create a conditional based on the settlement amount. Not possible.
- f. **Woodpecker's multi-select fields cause an error on population.** In order to try to preserve a bulleted list structure, Woodpecker inserts a "ghost" character at the end of a bulleted list. This is a sloppy workaround to try to force Word to format the list correctly. The Word documents will not populate with this workaround.

- g. **Woodpecker does not have ANY error handling.** Document fail to populate?

Good luck trying to figure out why. Woodpecker simply says the document failed to populate with no direction or explanation to the user.

- h. **Woodpecker's document population screen is horribly confusing for the end user.** Woodpecker does not offer the user the ability to order fields at population, so the end user is left sorting through data fields, conditional fields and ask fields without any semblance of order. This makes it very difficult to train new staff to populate documents.

- i. **Woodpecker does not hide unused fields, leadings to end user confusion.**

Let's say you're populating a Petition for Dissolution in a case without kids. Woodpecker will still show all child related fields with no data in them, leading the user to be confused as to whether data should be in them.

- j. **Woodpecker has a strict no refund policy.** Plaintiff asked for a refund on behalf of his client the first day Plaintiff started trying to implement Woodpecker. Plaintiff was directed to a terms of service page that states no refunds for any reason, apparently including advertising a product that doesn't actually do what it is supposed to do.

11. Plaintiff was so frustrated by the constant bugs in the Woodpecker software that Plaintiff reached out to then-CEO Alex Melehy in January of 2023 to express concern over the unfinished nature of the product. Mr. Melehy canceled the scheduled Zoom call with Plaintiff and assured Plaintiff that he would “properly surface” Plaintiff’s feedback. When asked for follow up on the supposed surfacing of Plaintiff’s feedback, Mr. Melehy refused to provide any additional details. Apparently, the business model of Defendant is to just frustrate individuals into giving up.

12. While some of these issues were subsequently corrected by Woodpecker in later software releases, Woodpecker (and thus Defendant) essentially used Plaintiff's labor for free to debug and troubleshoot their product. It is the role of Defendant, not third parties, to thoroughly test and design a product that functions as it's advertised.

13. In January of 2024, MyCase announced that it would be discontinuing support for Woodpecker (moving it to a "legacy" product) and that it would have its own in-house automation software, ADA.

14. The transition from Woodpecker to ADA was advertised to be "seamless" and, of course, was anything but. Plaintiff had to spend additional hours troubleshooting and debugging the new software platform for Defendant.

15. Once the transition of the Woodpecker templates to ADA was finally finished, Plaintiff began to test the existing templates within the ADA environment.

16. On January 31st, 2024, Plaintiff discovered a crucial bug in the ADA software. Plaintiff emailed MyCase support as follows:

I have come across another bug with the ADA templates. As an example, Michel has a template called Retainer Agreement. There is a field for the user to enter an amount of filing fees (since sometimes they are 0). When merged in Woodpecker and directly in Word, the document comes out as expected. When merged via ADA, it does not. The problem appears to me to be when there is a field code within a conditional that it does not populate the field. I tested this theory with a few other templates in ADA and it appears to be a widespread issue. When merging a Petition for Dissolution, NONE of the field codes that are part of conditionals merge. It just spits out the field codes. This is obviously a huge issue for Michel and I am concerned that the Woodpecker documents and functionality are going to be removed from her platform since the subscription was cancelled. This CANNOT happen right now as the templates do not function correctly in ADA despite multiple assurances from you and MyCase that they would.

I feel like an unpaid UAT tester at this point and I'm really disappointed at yet another problematic roll out. I have asked repeatedly since we started working on this in October of 2022 to have my concerns and frustrations

heard by someone at MyCase and was blown off by your prior boss. I would renew this request as I feel like at this point you guys should compensate me for all of the bug documenting and user testing that I've done for the last year and a half on both Woodpecker and now ADA. Please advise as to this latest bug issue and let me know who to contact at MyCase to further discuss my email.

17. Subsequent to this email on January 31st, 2024, Defendant acknowledged that Plaintiff was correct in his identification of this bug and that Defendant's engineers would be working to correct same. On February 2nd, 2024, Defendant's support representative ("Ben Q.") emailed stating: *"Eszter contacted the engineers, and they were able to reproduce the issue. We're waiting to hear back from them with an estimated timeline for this fix, and Eszter will get back to you as soon as she hears back from them. She is also looking into options to see if we can reinstate your Woodpecker account complimentary in the meantime. Once she hears back on that, she'll be following up with you accordingly."*

18. Plaintiff heard nothing more from Defendant regarding this issue and finally reached out to Defendant on April 22nd, 2024 asking for a status of the fix. Defendant responded:

Thank you for your email and for your patience as we continue to await updates from the Engineering Team! At this time, we do not have any further updates to share. Unfortunately, this is an issue that will take some time for the engineers to correct. With that being said, I can assure you that both Eszter and myself will continue to push for the quickest resolution possible.

*With that being said, please note that Eszter has raised your storage to 200 templates in Woodpecker. If you need more storage, please let me know when/if the need arises! **To be fully transparent, we do not have a timeline to provide for you, but we will be following up with you as soon as we hear back.***
(Emphasis added)

19. Defendant has not removed the ADA product from advertising on its website and continues to push this product despite a very significant and unresolved development issue. There is no disclaimer regarding this current bug and the software is being marketed as a fully complete

document automation solution for law firms. In its current state, it is anything but. As of the filing of this complaint, the bug related to field references within conditionals still has not been fixed.

20. Unbelievably enough, the current CEO of 8am/MyCase *admitted* that the product is broken and doesn't work as intended. But MyCase continues to market the ADA heavily:

14:47:57 --> 14:48:03

Jonathan Simon: Well, my question would be, why are you guys still advertising this on your website if it doesn't work?

14:48:04 --> 14:48:06

Jeff Hughes: That's a valid point.

14:48:06 --> 14:48:23

Jonathan Simon: I mean, I think it's a very valid point. Um, there's Loom videos, there's... I mean, I just looked at your homepage just to see if you guys had changed it, but if I go to products, and I go to advanced document automation, the whole promo spiel is still up there, and now you have...

14:48:23 --> 14:48:33

Jonathan Simon: you're emailing people that are your clients and telling them it doesn't work. So, that's kind of a problem. I mean, you guys are selling something that doesn't exist.

14:48:33 --> 14:48:35

Jeff Hughes: Yeah, understood.

21. As of the filing of this Complaint, MyCase maintains the website <https://www.mycase.com/features/advanced-document-automation/> and asserts that it is “The Best” document automation product when in fact, it doesn’t even exist anymore. Plaintiff downloaded the entire site section in case Plaintiff happens to remove it prior to filing of this Complaint.

COUNT I – UNJUST ENRICHMENT

22. Plaintiff realleges and reincorporates the allegations of paragraphs 1 through 19 as if fully set forth herein.

23. As set forth above, Plaintiff alerted Defendant to rampant issues within its software and assisted Defendant in testing, identifying, and resolving software bugs. This conferred a benefit to Defendant as Defendant did not have to spend its own resources hiring an appropriate number of testers and engineers prior to and during the roll out of its products (Woodpecker and ADA).

24. Defendant had actual knowledge of all the work being done by Plaintiff on Defendant’s behalf.

25. Defendant voluntarily accepted the benefits of Plaintiff’s labor, rolling out updates and bug fixes with the help of Plaintiff.

26. The circumstances of Defendant’s conduct are such that Defendant should not get the benefit of Plaintiff’s services without paying the value of said services.

27. Plaintiff estimates that in total, he spent 150 hours on development issues on behalf of the Defendant. Plaintiff’s typical hourly rate for this type of consulting work is \$100.00 per hour.

WHEREFORE, Plaintiff, JONATHAN SIMON, demands judgment against Defendant, 8AM, LLC, in the principal sum of \$15,000.00, plus pre and post judgment interest and costs. Plaintiff demands trial by jury.

COUNT II – DECEPTIVE AND UNFAIR TRADE PRACTICES

28. Plaintiff realleges and reincorporates the allegations of paragraphs 1 through 21 as if fully set forth herein.

29. Section 501 of the Florida Statutes authorizes a private cause of action of trade practices deemed unfair and deceptive. One of the categories of unfair and deceptive trade practices is:

- a. **False advertising:** Making false or misleading statements in advertising or promotional materials about the product or service, including false claims about the benefits or performance of a product, using deceptive photos or graphics, or failing to disclose important information.

30. As set forth above, Defendant's continued marketing of the ADA product without fixing the major issue identified by Plaintiff and continuing to market the ADA without a disclaimer of this significant shortcoming is clearly false and deceptive advertising. After Plaintiff waited 2 *years* for an update to the requested bug fixes MyCase and being told that the ADA product was no longer going to be supported and a new product would be developed, **MyCase is still selling and marketing this software.**

31. Plaintiff is a "consumer" under the definition set forth in Fla. Stat. 501.203(7).

32. Plaintiff suffered a loss because of Defendant's false and deceptive advertising in that Plaintiff, yet again, was led to believe Defendant had rolled out a fully tested and functioning

product. Plaintiff had to spend more time and effort to identify and document this bug for Defendant.

WHEREFORE, Plaintiff, JONATHAN SIMON, demands judgment against Defendant, 8AM, LLC, for all allowable damages under Section 501, pre and post judgment interest and costs. Plaintiff demands trial by jury.

RESPECTFULLY SUBMITTED this 17th day of September, 2026.

/s/ Jonathan Simon
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