

Web copy published by the plaintiff at simonv8am.com. Text of the discovery requests as served on October 27, 2026. Removed for privacy: the plaintiff's home address and phone number, opposing counsel's email addresses, and the first name of the plaintiff's client. The interrogatory verification form is summarized. No responses had been received as of this posting.

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO.: 2026-CC-020794-O

JONATHAN SIMON, Plaintiff,

v.

8AM, LLC, Defendant.

PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS TO DEFENDANT

Plaintiff, JONATHAN SIMON, pursuant to Florida Rule of Civil Procedure 1.370, requests that Defendant, 8AM, LLC, admit the truth of each matter below, in writing and under the requirements of Rule 1.370, within thirty (30) days of service. Each matter not timely answered or objected to is admitted.

Definitions

1. **"Defendant," "You" or "Your"** means 8AM, LLC and its parents, subsidiaries, affiliates, predecessors and successors, including MyCase, Inc., AffiniPay, LLC and Woodpecker, and their officers, employees and agents.
2. **"ADA"** means the document automation product marketed by You as "Advanced Document Automation" within MyCase.
3. **"Woodpecker"** means the Woodpecker document automation software acquired by MyCase in 2021.
4. **"Conditional Field Bug"** means the defect in ADA in which field codes placed inside conditional logic in a template do not populate when the document is generated.
5. **"Hughes Call"** means the Zoom video call between Plaintiff and Jeff Hughes on September 17, 2026.

6. **"ADA Web Page"** means <https://www.mycase.com/features/advanced-document-automation/>.

Requests

The Hughes Call

1. Admit that Jeff Hughes was Your Chief Executive Officer on September 17, 2026.
2. Admit that Jeff Hughes participated in the Hughes Call with Plaintiff.
3. Admit that during the Hughes Call, Zoom notified Jeff Hughes, in accordance with Zoom's policy, that the meeting was being transcribed.
4. Admit that Jeff Hughes remained on the Hughes Call after Zoom notified him that the meeting was being transcribed.
5. Admit that during the Hughes Call, Plaintiff asked Jeff Hughes why You were still advertising ADA on Your website if it did not work.
6. Admit that Jeff Hughes responded to the question in Request 5 with the words "That's a valid point."
7. Admit that after Plaintiff stated during the Hughes Call that You were "selling something that doesn't exist," Jeff Hughes responded "Yeah, understood."
8. Admit that during the Hughes Call, Jeff Hughes did not dispute Plaintiff's statement that ADA does not work.
9. Admit that Jeff Hughes was acting within the scope of his employment with You during the Hughes Call.
10. Admit that before the Hughes Call, You notified one or more ADA customers in writing that ADA would no longer be supported.

The Conditional Field Bug

1. Admit that on or about January 31, 2024, Plaintiff reported the Conditional Field Bug to You.
2. Admit that Your engineers reproduced the Conditional Field Bug after Plaintiff reported it.
3. Admit that the Conditional Field Bug existed in ADA on January 31, 2024.

4. Admit that as of April 22, 2024, You had no timeline for fixing the Conditional Field Bug.
5. Admit that the Conditional Field Bug had not been fixed as of September 17, 2026.

Marketing and Discontinuation

1. Admit that on September 17, 2026, the ADA Web Page was publicly accessible and promoted ADA to law firms.
2. Admit that the ADA Web Page has never disclosed the Conditional Field Bug.
3. Admit that You have decided to discontinue support for ADA.
4. Admit that You continued to sell MyCase subscriptions that include ADA after You decided to discontinue support for ADA.

Plaintiff's Work

1. Admit that between October 2022 and January 2024, You received reports from Plaintiff identifying defects in Woodpecker.
2. Admit that You made at least one change to Woodpecker or ADA to correct a defect first reported to You by Plaintiff.
3. Admit that You have never paid Plaintiff for identifying, documenting or testing defects in Woodpecker or ADA.
4. Admit that You employ or contract with personnel whose job duties include identifying defects in ADA.
5. Admit that in January 2023, Alex Melehy told Plaintiff he would surface Plaintiff's feedback about Woodpecker within Your organization.

Defendant

1. Admit that 8AM, LLC is the entity that owns and markets MyCase, including ADA, to customers in Florida.
2. Admit that You market ADA to law firms located in Orange County, Florida.

RESPECTFULLY SUBMITTED this 27th day of October, 2026.

/s/ Jonathan Simon

Jonathan Simon, Plaintiff, pro se

Suitedaces44@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic mail through the Florida Courts E-Filing Portal on this 27th day of October, 2026, to:
Cameron S. Frye, Esq. and Amanda L. Piccininni, Esq., de Beaubien, Simmons, Knight,
Mantzaris & Neal, LLP d/b/a DSK Law Group, 609 West Horatio Street, Tampa, FL 33606,
Attorneys for Defendant.

/s/ Jonathan Simon

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO.: 2026-CC-020794-O

JONATHAN SIMON, Plaintiff,

v.

8AM, LLC, Defendant.

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT

Plaintiff, JONATHAN SIMON, pursuant to Florida Rule of Civil Procedure 1.340, serves the following interrogatories on Defendant, 8AM, LLC, to be answered separately and fully in writing, under oath, within thirty (30) days of service.

Definitions and Instructions

1. The definitions in Plaintiff's First Request for Admissions ("Defendant," "You," "ADA," "Woodpecker," "Conditional Field Bug," "Hughes Call" and "ADA Web Page") apply here.
2. **"Identify"** a person means state full name, job title, employer and last known business address. **"Identify"** a document means state its date, author, recipients, type and subject.
3. Unless stated otherwise, the time period is October 1, 2022 to the present.
4. If You withhold information on a claim of privilege, describe the information withheld as required by Rule 1.280.

Interrogatories

1. Identify each person who answered or provided information for these interrogatories, and state which interrogatories each person contributed to.
2. State the full legal name and state of organization of the entity that owns, operates and markets MyCase and ADA, and describe its corporate relationship to 8AM, LLC, AffiniPay, LLC and MyCase, Inc.
3. Identify the MyCase employees referred to in Plaintiff's correspondence as "Eszter" and "Ben Q.," and state whether each is currently employed by You.

4. Identify each employee or contractor who investigated, reproduced or worked on correcting the Conditional Field Bug, and describe each person's role.
5. State the total number of hours Your personnel spent investigating and working on the Conditional Field Bug, broken down by person, and describe how that time was recorded (e.g., timesheets, ticketing system, sprint records).
6. Describe each step You took to correct the Conditional Field Bug from January 31, 2024 to the present, with the date of each step, and state its current status.
7. If the Conditional Field Bug has been corrected, state the date and release version of the fix. If it has not, state every reason why not.
8. Identify each defect in Woodpecker or ADA that Plaintiff reported to You and that You later changed or corrected, with the release version and release date of each change.
9. Identify each person who received, reviewed or forwarded Plaintiff's defect reports or feedback about Woodpecker or ADA.
10. Describe the quality-assurance and user-acceptance testing You performed before releasing ADA and before migrating Woodpecker templates to ADA, including the number of testers and total testing hours.
11. State the average hourly cost to You (wages plus benefits, or contractor rate) of quality-assurance testers and software engineers who worked on Woodpecker or ADA during 2022, 2023 and 2024.
12. State the date You decided to move Woodpecker to "legacy" status, and identify each person who participated in or approved that decision.
13. State whether You have decided to discontinue, sunset or replace ADA. If so, state the date of the decision, identify each person who participated in or approved it, state the reasons for it, and state the planned end-of-support date.
14. Identify each written communication You sent to ADA customers stating that ADA was not functioning as intended or would no longer be supported, including the date and number of recipients.
15. Describe every change made to the ADA Web Page since January 31, 2024, including the date of each change and the person who approved it.
16. State the number of customer support tickets or complaints You received concerning the Conditional Field Bug or substantially similar issues, and the date of the earliest one.

17. Identify every person who attended or listened to the Hughes Call, and state whether You recorded, transcribed or took notes of it.
18. If You contend that the exchange quoted in paragraph 20 of the Complaint does not accurately reflect what Jeff Hughes said during the Hughes Call, state each inaccuracy and what You contend was actually said.
19. State Alex Melehy's job title in January 2023, and describe every action he or anyone else took to "surface" Plaintiff's feedback about Woodpecker, including to whom it was surfaced.
20. Identify each Terms of Service or other agreement You contend governs Plaintiff's claims, and state how You contend it applies to Plaintiff.
21. For each Request for Admission You did not admit without qualification, state all facts supporting Your response and identify each document and person with knowledge of those facts.
22. Identify each person You expect to call as a witness at trial, including any expert, and state the subject of each person's expected testimony.

(A verification form for Defendant's sworn signature followed the interrogatories as served.)

RESPECTFULLY SUBMITTED this 27th day of October, 2026.

/s/ Jonathan Simon

Jonathan Simon, Plaintiff, pro se

Suitedaces44@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic mail through the Florida Courts E-Filing Portal on this 27th day of October, 2026, to:
Cameron S. Frye, Esq. and Amanda L. Piccininni, Esq., de Beaubien, Simmons, Knight,
Mantzaris & Neal, LLP d/b/a DSK Law Group, 609 West Horatio Street, Tampa, FL 33606,
Attorneys for Defendant.

/s/ Jonathan Simon

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO.: 2026-CC-020794-O

JONATHAN SIMON, Plaintiff,

v.

8AM, LLC, Defendant.

PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO DEFENDANT

Plaintiff, JONATHAN SIMON, pursuant to Florida Rule of Civil Procedure 1.350, requests that Defendant, 8AM, LLC, serve a written response within thirty (30) days of service and produce the documents described below by electronic delivery to Suitedaces44@gmail.com, or at another time and place agreed by the parties.

Definitions and Instructions

1. The definitions in Plaintiff's First Request for Admissions apply here.
2. **"Document"** has the broadest meaning allowed by Rule 1.350 and includes electronically stored information such as emails, chat messages (Slack, Teams), ticketing records (Jira, Zendesk, Intercom), source-control records (commits, pull requests), calendar entries, recordings and AI-generated meeting notes.
3. **"Communication"** means any transmission of information by any means.
4. Unless stated otherwise, the time period is October 1, 2022 to the present.
5. Produce emails in a searchable format with sender, recipients and date visible. Produce spreadsheets and ticketing exports in native or CSV format.
6. If You withhold any document on a claim of privilege, provide a privilege log as required by Rule 1.280.
7. If no responsive documents exist for a request, say so in Your written response.

Requests

Plaintiff and the Conditional Field Bug

1. All Communications between You and Plaintiff, including support tickets, chats and emails.
2. All internal Communications that mention Plaintiff, Jonathan Simon, or the MyCase account of Plaintiff's client.
3. All tickets, bug reports and engineering records for the Conditional Field Bug, including the full comment and status history and any linked commits or pull requests.
4. All tickets, bug reports and engineering records for each other defect in Woodpecker or ADA reported by Plaintiff.
5. All timesheets, time entries, sprint records or story-point records showing time spent by Your personnel on the Conditional Field Bug.
6. Documents sufficient to identify each employee or contractor assigned to the Conditional Field Bug, including assignment history.
7. All Woodpecker and ADA release notes and changelogs issued from October 1, 2022 to the present.
8. All Communications and documents regarding reinstating Plaintiff's or his client's Woodpecker account at no charge, or raising its template storage to 200 templates.

Testing and the Value of the Work

1. All test plans, test results and user-acceptance-testing reports for ADA and for the migration of Woodpecker templates to ADA.
2. Documents sufficient to show the number of quality-assurance personnel assigned to Woodpecker and ADA, and their compensation or contract rates, for 2022, 2023 and 2024.
3. All customer support tickets and complaints concerning the Conditional Field Bug or field codes inside conditional logic failing to populate. Customer names may be redacted.
4. All documents reflecting what Alex Melehy or any other person did with Plaintiff's feedback about Woodpecker after January 2023.

Product Decisions

1. All documents reflecting the decision to move Woodpecker to "legacy" status, including board or executive presentations, minutes, memos and product roadmaps.

2. All documents reflecting any decision to discontinue, sunset or replace ADA, including board or executive presentations, minutes, memos, roadmaps and end-of-life plans.
3. All Communications sent to ADA customers stating that ADA was not working as intended, would not be supported, or would be replaced, including the template or form of each message and its distribution list size.

Marketing

1. Every version of the ADA Web Page published since January 1, 2024, with the date each version went live.
2. All other advertising and promotional materials for ADA used since January 31, 2024, including videos, emails and sales decks.
3. All internal Communications regarding whether to change, remove or add a disclaimer to marketing for ADA.

The Hughes Call

1. All recordings, transcripts, AI-generated notes, handwritten notes and calendar invitations for the Hughes Call.
2. All Communications sent or received by Jeff Hughes that mention Plaintiff, the Hughes Call, the Conditional Field Bug, or the discontinuation of ADA.

Defendant and Defenses

1. Every Terms of Service, subscription agreement or refund policy for Woodpecker or ADA in effect during the time period.
2. Documents sufficient to show the corporate relationship among 8AM, LLC, AffiniPay, LLC, MyCase, Inc. and Woodpecker, including an organizational chart.
3. All documents identified in, or relied on in preparing, Your answers to Plaintiff's First Set of Interrogatories.
4. All documents You contend support any denial of Plaintiff's First Request for Admissions or any affirmative defense.
5. All documents You intend to use at any hearing or at trial.

RESPECTFULLY SUBMITTED this 27th day of October, 2026.

/s/ Jonathan Simon
Jonathan Simon, Plaintiff, pro se
Suitedaces44@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic mail through the Florida Courts E-Filing Portal on this 27th day of October, 2026, to:
Cameron S. Frye, Esq. and Amanda L. Piccininni, Esq., de Beaubien, Simmons, Knight,
Mantzaris & Neal, LLP d/b/a DSK Law Group, 609 West Horatio Street, Tampa, FL 33606,
Attorneys for Defendant.

/s/ Jonathan Simon