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11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 MEGAN TRAMA, VICTORIA EOM,
15 LACEY TIMMINS, JESIKA BRODISKI,
individually and on behalf of all similarly
16 situated persons,

17 Plaintiffs,

18 v.

19 UNICOURT INC., a California
20 corporation.

21 Defendant.

Case No. 2:25-cv-05338

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Megan Trama, Victoria Eom, Lacey Timmins, and Jesika Brodiski
2 (collectively, “Plaintiffs”) on behalf of themselves and all others similarly situated, bring
3 this class action against Defendant UniCourt Inc. (“UniCourt” or “Defendant”) to stop
4 Defendant’s illegal practice of using the names of California and Washington residents
5 without consent to promote its services, and allege on personal knowledge as to
6 themselves, and investigation of counsel and information and belief as to the remainder,
7 as follows:

8 **I. NATURE OF THE ACTION**

9 1. Defendant UniCourt operates a website that sells access to a suite of AI-
10 powered litigation tools that draw on UniCourt’s massive, proprietary database of lawsuit
11 data. UniCourt makes money by selling monthly subscriptions to legal professionals who
12 want to use UniCourt’s AI-powered tools.

13 2. UniCourt advertises these products and services by displaying millions of
14 entries in its database about individuals previously involved in litigation as search results
15 on popular search platforms like Google and Bing. Thus, if an individual’s name is
16 searched on Google and that individual is linked to an entry in UniCourt’s database, a link
17 to UniCourt’s website with information about that individual’s prior lawsuit is commonly
18 one of the top search results. But when a user clicks on the link to the UniCourt lawsuit
19 preview page providing limited detail about that lawsuit, UniCourt does not give or even
20 offer for sale access to details about that particular lawsuit. Instead, UniCourt promotes
21 and sells its suite of AI-powered tools at monthly subscription rates ranging from \$129.99
22 to \$199. Thus, UniCourt does not sell information about the individuals searched – it sells
23 subscriptions to its paid AI tools.

24 3. The people like Plaintiffs Megan Trama, Victoria Eom, Lacey Timmins, and
25 Jesika Brodiski appearing in these lawsuit preview page advertisements for UniCourt’s AI
26 products never gave consent to UniCourt to use their identities for UniCourt’s benefit –
27 and certainly not for commercial advertising purposes.

1 4. As a result, UniCourt's use of individuals full names in its advertisements
2 without consent and for its own commercial benefit violates the California Right of
3 Publicity Statute, Cal. Civ. Code § 3344, *et seq.*; California's common law right of
4 publicity; California's common law prohibition against unjust enrichment; and the
5 Washington Personality Rights Act ("WPRA") RCW § 63.60 *et seq.*

6 **II. PARTIES**

7 5. Plaintiff Megan Trama is and at all times relevant to this complaint was an
8 individual domiciled in and residing in San Pedro, California. Plaintiff Trama is a citizen
9 of the State of California.

10 6. Plaintiff Victoria Eom is and at all times relevant to this complaint was an
11 individual domiciled in and residing in Los Angeles, California. Plaintiff Eom is a citizen
12 of the State of California.

13 7. Plaintiff Lacey Timmins is and at all times relevant to this complaint was an
14 individual domiciled in and residing in Patterson, California. Plaintiff Timmins is a citizen
15 of the state of California.

16 8. Plaintiff Jesika Brodiski is and at all times relevant to this complaint was an
17 individual domiciled in and residing in Renton, Washington. Plaintiff Brodiski is a citizen
18 of the State of Washington.

19 9. Defendant UniCourt Research, Inc., d/b/a as UniCourt, is a corporation
20 organized under the laws of the State of Delaware with its headquarters and principal place
21 of business in Los Angeles, California. Defendant UniCourt Research, Inc. is deemed a
22 citizen of both the State of Delaware, where it is incorporated, and the State of California,
23 where it has its principal place of business.

24 **III. JURISDICTION AND VENUE**

25 10. This Court has jurisdiction over this lawsuit under the Class Action Fairness
26 Act, 28 U.S.C. § 1332(d)(2), because this is a proposed class action in which: (i) there are
27 at least 100 class members; (ii) the aggregate amount in controversy exceeds \$5,000,000,
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1 exclusive of interest and costs; and (iii) at least one putative class member and one
2 Defendant are citizens of different states.

3 11. Personal Jurisdiction: This Court has personal jurisdiction over the parties in
4 this case because Defendant has conducted business within California and has sufficient
5 minimum contacts with California. Defendant is headquartered in California, advertises
6 and sells its products to California residents through its nationwide website, and
7 prominently advertises large California-citizen law firms as prior customers. The actions
8 giving rise to this complaint occurred within this jurisdiction, and thus establishing
9 personal jurisdiction is consistent with traditional notions of fair play and substantial
10 justice. In addition, exercising jurisdiction is fair, just, and reasonable considering the
11 quality and nature of each Defendant's acts that occur in California and which affect
12 interests located in California. Each Defendant has purposefully availed itself of the
13 privilege of conducting activities in California, and should reasonably anticipate being
14 haled into court in California

15 12. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because a
16 substantial part of the events or omissions giving rise to the claims herein occurred in this
17 District. UniCourt is headquartered in this District and therefore its decisions to use
18 identities to promote its products occurred in this District.

19 **IV. GENERAL ALLEGATIONS**

20 13. Defendant UniCourt operates a website that sells access via paid monthly
21 subscriptions to a suite of litigation tools for legal professionals linked to a massive
22 proprietary database of lawsuit data. UniCourt boasts that its database covers "3,000+
23 state and federal courts across 40+ states," amounting to "over 1 billion dockets and
24 documents" underlying its products and services.¹

25 14. UniCourt offers a suite of products and services it describes a "single
26 platform for accessing litigation data, analytics, and insights" that can "seamlessly
27

28 ¹ <https://unicourt.com>.

1 incorporate structured litigation data and analytics into your existing applications,
2 workflows, and data warehouses.”²

3 15. UniCourt’s marketing is directed towards “law firms” and “insurance”
4 professionals, including offering the following “products” and “solutions”:

- 5 a. “UniCourt DEEP,” which UniCourt describes as an “AI-powered Docket
6 Extraction and Enrichment Platform,” which uses AI to extract data from
7 dockets and documents and generate litigation insights³;
- 8 b. “UniCourt DART,” which UniCourt describes as a providing “litigation
9 trends and insights, such as trial win rates and average verdict amounts on
10 cases similar to those currently being litigated”⁴;
- 11 c. “Powerd by UniCourt” integrations which UniCourt describes as integrating
12 “unstructured litigation data from all federal courts and over 3,000 state court
13 systems.... into law firm insurance applications, systems, and data
14 warehouses”⁵;
- 15 d. “Docket Research,” purporting to help “[f]ind dockets, documents,
16 pleadings, motions, and rulings on the cases important to you and your team”;
- 17 e. “Docket Tracking,” designed to “[a]utomate docket tracking”;
- 18 f. “Litigation Strategy,” allowing law firms to “[a]ssess risks based on opposing
19 counsel and their trial outcomes to make better litigation decisions”;
- 20 g. “Experience Management,” which allows users to “[g]et clean, complete
21 matter and entity data in your experience management system for accurate
22 insights and faster RFPs

25 ² *Id.* Unless otherwise noted, all quotations in these subparagraphs are from UniCourt’s
26 website page describing its own products and services at <https://unicourt.com>.

27 ³ <https://unicourt.com/products/unicourt-deep> .

28 ⁴ <https://unicourt.com/products/unicourt-dart> .

⁵ <https://unicourt.com/products/unicourt-integrations>

1 16. UniCourt advertises its products and services in part through “search engine
2 optimization” (SEO) techniques aimed at popular search engines like Google and Bing.
3 SEO refers to strategies designed to make a particular website – here, UniCourt – appear
4 high on the list of search results when users enter searches into sites like Google and Bing.

5 17. Specifically, UniCourt has designed its website so that when a search for an
6 individual’s name is entered into a search engine like Google or Bing, if that individual’s
7 name is linked to one or more of the “250 million+” lawsuits in UniCourt’s database, then
8 a link to a UniCourt’s website summarizing information from UniCourt’s database about
9 that lawsuit is a prominent search results.

10 18. In so doing, UniCourt intentionally uses the identities of real people as
11 advertisements that draw anyone searching for that identity to UniCourt’s website, where
12 UniCourt attempts to sell its subscription-based services.

13 19. For example, if a user searches Bing for a particular person, and that person
14 was the plaintiff in a lawsuit in UniCourt’s database, a relatively high search result is
15 typically a link to UniCourt’s website containing the name of that lawsuit.

16 20. When the user clicks that link and visits UniCourt’s website, the UniCourt
17 landing page displays an overview of the information on the docket related to the lawsuit
18 involving the searched-for individual (*i.e.*, a “lawsuit preview page”).
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MEGAN TRAMA VS SDI NORTH AMERICA INC ET AL

Case Summary

On 06/12/2018 **MEGAN TRAMA** filed a Labor - Wrongful Termination lawsuit against **SDI NORTH AMERICA INC**. This case was filed in Los Angeles County Superior Courts, Stanley Mosk Courthouse located in Los Angeles, California. The Judge overseeing this case is DALILA CORRAL LYONS. The case status is Other.

Case Details

Case Number	Filing Date	Case Status	Case Type
*****	06/12/2018	Other	Labor - Wrongful Termination

Court	Courthouse	County, State
Los Angeles County Superior Courts	Stanley Mosk Courthouse	Los Angeles, California

Judge Details

Presiding Judge

DALILA CORRAL LYONS

21. If a user on UniCourt's website wants to view detailed substantive information about the lawsuit, however, such as the case number, the full docket, or a document referenced in landing page summary, UniCourt forces the user to sign up for a paid monthly subscription.

22. Specifically, clicking on a link to download documents results in the user being funneled to a "Signup" page requiring the user to create a user profile. At step two of creating a profile, the user is required to purchase a subscription.



Personal	Professional	Premium
Ideal for Personal Use	Ideal for Small Law Firms and Businesses	Ideal for Large Law Firms and Businesses
\$49 /Month	\$149 /Month	\$299 /Month
Select Plan	Select Plan	Select Plan
<ul style="list-style-type: none"> ✓ 50 Searches ✓ Download Court Documents ✓ Get the Latest Case Information ✓ Track up to 3 Cases 	<ul style="list-style-type: none"> ✓ 200 Searches ✓ Download Court Documents ✓ Get the Latest Case Information ✓ Track up to 15 Cases ✓ Get 3 Users ✓ 1 Automated Searches 	<ul style="list-style-type: none"> ✓ Unlimited Searches ✓ Download Court Documents ✓ Get the Latest Case Information ✓ Track up to 50 Cases ✓ Get 7 Users ✓ 3 Automated Searches ✓ Legal Analytics ✓ Export 1,000 Cases

23. UniCourt’s advertised subscriptions come in three tiers. As advertised by UniCourt to a user signing up as someone interested in downloading documents listed on the lawsuit preview page, the lowest tier is \$49 per month, which provides “50 searches,” plus the ability to “download court documents,” “track up to 3 cases,” and “get the latest case information. The higher advertised tiers cost \$149 and \$299 per month, with each tier offering more searches, case tracking, user log-ins, and analytics options. UniCourt does not offer free trials.

24. UniCourt is not, as a practical matter, selling access to the details of the advertised lawsuit that brought the user to UniCourt’s website in the first place. UniCourt does not at this point offer the user an option to download only a particular document referenced in the lawsuit preview page for a lower fee, nor an option for access to the details of only the advertised case on the lawsuit preview page for a lower fee.

25. Instead, UniCourt’s use of individuals’ identities to draw users to its website via search results is intended to sell access to a paid service that would grant the purchaser access to detailed information on the millions of cases in its database and the litigation tools connected to that database. In so doing, UniCourt misappropriates those identities for its own commercial benefit to promote paid subscriptions to its products and services.

1 26. Critically, UniCourt never obtained written consent from Plaintiffs and Class
2 Members to use their names or other identifying information for commercial purposes.
3 Indeed, UniCourt never obtained any consent at all from Plaintiffs and Class Members to
4 use such information for any purpose.

5 27. In addition, UniCourt never notified Plaintiffs and Class Members that their
6 names or other identifying information would appear as advertisements on UniCourt's
7 website for UniCourt's paid services.

8 28. Plaintiffs and Class Members have no relationship with UniCourt.

9 29. Accordingly, Plaintiffs, on behalf of themselves and others similarly situated,
10 bring this action against Defendant for its ongoing violations of the right of publicity laws
11 in California and Washington, and seek (1) injunctive relief requiring Defendant to cease
12 using the identities of these states' residents for commercial purposes (2) the greater of an
13 award of actual damages, including profits derived from the unauthorized use of
14 individuals' names, or statutory damages, (3) an award of punitive damages, and (4) an
15 award of costs and reasonable attorneys' fees.

16 **A. Plaintiff Trama-Specific Allegations**

17 30. Plaintiff Megan Trama discovered that UniCourt was using her identity to
18 advertise paid subscriptions to UniCourt.

19 31. A search of Plaintiff Trama's name on Bing results in a link to UniCourt's
20 website as the fourth search result. The search result links to a UniCourt page with
21 information about a lawsuit Trama was previously involved in.

22 32. UniCourt specifically identified Plaintiff Trama by her full name and details
23 about the lawsuit she was involved in such as the location of the lawsuit, the other parties
24 to the lawsuit, the nature of the lawsuit, and the date of the lawsuit.

25 33. Plaintiff Trama never gave UniCourt written consent – nor consent of any
26 kind – to use any part of her identity for commercial purposes. Plaintiff Trama never gave
27 UniCourt permission to use her identity to promote UniCourt's business. Plaintiff Trama
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1 is not and has never been a customer of UniCourt, nor does she have any relationship with
2 UniCourt at all.

3 **B. Plaintiff Eom-Specific Allegations**

4 34. Plaintiff Victoria Eom discovered that Trellis was using her identity to
5 advertise paid subscriptions to Trellis.

6 35. Plaintiff Victoria Eom is also known by the full name Victoria Sangeun Eom
7 Pyo (her married name).

8 36. A search of Plaintiff Eom's name on Google resulted in a link to Trellis's
9 website as the first search result. That search result links to a Trellis page with information
10 about a lawsuit Eom was previously involved in.

11 37. Trellis's website's page specifically identified Plaintiff Eom by her full name
12 and details about the lawsuit she was involved in such as the location of the lawsuit, the
13 other parties to the lawsuit, the nature of the lawsuit, and the date of the lawsuit.

14 38. Plaintiff Eom never gave Trellis written consent – nor consent of any kind --
15 to use any part of her identity for commercial purposes. Plaintiff Eom never gave Trellis
16 permission to use her identity to promote Trellis's business.

17 39. Plaintiff Eom is not and has never been a customer of Trellis, nor does she
18 have any relationship with Trellis at all.

19 **C. Plaintiff Timmins-Specific Allegations**

20 40. Plaintiff Lacey Timmins discovered that UniCourt was using her identity to
21 advertise paid subscriptions to UniCourt.

22 41. A search of Plaintiff Timmins's name on Bing results in a link to UniCourt's
23 website as a search result. The search result links to a UniCourt page with information
24 about a lawsuit Brodiski was previously involved in.

25 42. UniCourt specifically identified Plaintiff Timmins by her full name and
26 details about the lawsuit she was involved in such as the location of the lawsuit, the other
27 parties to the lawsuit, the nature of the lawsuit, and the date of the lawsuit.

43. Plaintiff Timmins never gave UniCourt written consent – nor consent of any kind – to use any part of her identity for commercial purposes. Plaintiff Brodiski never gave UniCourt permission to use her identity to promote UniCourt’s business. Plaintiff Brodiski is not and has never been a customer of UniCourt, nor does she have any relationship with UniCourt at all.

D. Plaintiff Brodiski-Specific Allegations

44. Plaintiff Jesika Brodiski discovered that UniCourt was using her identity to advertise paid subscriptions to UniCourt.

45. A search of Plaintiff Brodiski’s name on Bing results in a link to UniCourt’s website as a search result. The search result links to a UniCourt page with information about a lawsuit Brodiski was previously involved in.

46. UniCourt specifically identified Plaintiff Brodiski by her full name and details about the lawsuit she was involved in such as the location of the lawsuit, the other parties to the lawsuit, the nature of the lawsuit, and the date of the lawsuit.

47. Plaintiff Brodiski never gave UniCourt written consent – nor consent of any kind – to use any part of her identity for commercial purposes. Plaintiff Brodiski never gave UniCourt permission to use her identity to promote UniCourt’s business. Plaintiff Brodiski is not and has never been a customer of UniCourt, nor does she have any relationship with UniCourt at all.

V. CLASS ACTION ALLEGATIONS

48. Plaintiffs bring this action on behalf of themselves and all persons similarly situated pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure and seek certification of each Class below:

California Class:

All California residents whose identity was the subject of a lawsuit preview page published by UniCourt and viewed for the first time during the Class Period. Plaintiffs Trama, Eom, and Timmins represent the California Class.

1 **Washington Class:**

2 All Washington residents whose identity was the subject of a lawsuit preview page
3 published by UniCourt and viewed for the first time during the Class Period.
4 Plaintiff Brodiski represents the Washington Class.

5 (collectively, the “Classes”) (individuals belonging to any class are “Class Members”).

6 49. Excluded from the Classes are (1) any Judge or Magistrate presiding over
7 this action and members of their families, (2) Defendant, Defendant’s subsidiaries,
8 successors, predecessors, and any entity in which Defendant has a controlling interest, the
9 officers and directors of Defendant at all relevant times, as well as members of their
10 immediate families, (3) persons who properly execute and file a timely request for
11 exclusion from the Classes, and (4) the legal representatives, successors, or assigns of any
12 such excluded persons.

13 50. The “Class Period” is the time period beginning on the date established by
14 the Court’s determination of any applicable statute of limitations, after consideration of
15 any tolling, discovery, concealment, and accrual issues, and ending on the date of entry of
16 judgment.⁶

17 51. Plaintiffs reserve the right to expand, limit, modify, or amend the class
18 definitions stated above, including the addition of one or more subclasses, in connection
19 with a motion for class certification, or at any other time, based upon, among other things,
20 changing circumstances, or new facts obtained during discovery.

21 52. **Numerosity.** The Class is so numerous that joinder of all members in one
22 action is impracticable. The exact number and identities of the members of the Class is
23 unknown to Plaintiffs at this time and can only be ascertained through appropriate
24 discovery, but on information and belief, Plaintiffs allege that there are in excess of ten
25 thousand members of the Class.

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27
28 ⁶ Class Period is at minimum 2 years from the date of filing of this complaint.

1 53. **Typicality.** Plaintiffs' claims are typical of those of other members of the
2 Classes they propose to represent, all of whom have suffered similar harm due to
3 Defendant's course of conduct as described herein.

4 54. **Adequacy of Representation.** Plaintiffs are adequate representatives of the
5 Class and will fairly and adequately protect the interests of the Class. Plaintiffs have
6 retained attorneys who are experienced in the handling of complex litigation and class
7 actions, and Plaintiffs and their counsel intend to diligently prosecute this action.

8 55. **Policies Generally Applicable to the Class.** This class action is appropriate
9 for certification because Defendant has acted or refused to act on grounds generally
10 applicable to the Classes as a whole, thereby requiring the Court's imposition of uniform
11 relief to ensure compatible standards of conduct toward the members of the Classes and
12 making final injunctive relief appropriate with respect to the Classes as a whole.
13 Defendant's policies challenged herein apply to and affect members of the Classes
14 uniformly, and Plaintiffs' challenge of these policies hinges on Defendant's conduct with
15 respect to the Classes as a whole, not on facts or law applicable only to Plaintiffs in their
16 individual capacities. Plaintiffs and the Class Members have suffered harm and damages
17 as a result of Defendant's unlawful and wrongful conduct.

18 56. **Existence and Predominance of Common Questions of Law or Fact.**
19 Common questions of law and fact exist as to all Class Members that predominate over
20 any questions affecting only individual members of the Classes. These common legal and
21 factual questions, which do not vary among members of the Classes, and which may be
22 determined without reference to the individual circumstances of any member of the Class,
23 include, but are not limited to, the following:

- 24 a. Whether Defendant used Class Members' identities;
25 b. Whether any use of Class Members' identities was for a commercial purpose;
26 c. Whether Defendant had Class Members' consent to use their identities in
27 Defendant's lawsuit preview page advertisements;
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1 d. Whether Defendant's conduct was a violation of Cal. Civ. Code § 3344; and
2 California's common law right of publicity; California's prohibition against
3 unjust enrichment; and the WPR, RCW § 63.60 *et seq.*

4 e. Whether Plaintiffs and the Classes are entitled to monetary damages and
5 injunctive relief.

6 57. **Superiority.** A class action is superior to other available methods for the fair
7 and efficient adjudication of this controversy because individual litigation of the claims of
8 all Class Members is impracticable. Requiring each individual class member to file an
9 individual lawsuit would unreasonably consume the amounts that may be recovered. Even
10 if every Class Member could afford individual litigation, the adjudication of at least tens
11 of thousands of identical claims would be unduly burdensome to the courts. Individualized
12 litigation would also present the potential for varying, inconsistent, or contradictory
13 judgments and would magnify the delay and expense to all parties and to the court system
14 resulting from multiple trials of the same factual issues. By contrast, the conduct of this
15 action as a class action, with respect to some or all of the issues presented herein, presents
16 no management difficulties, conserves the resources of the parties and of the court system,
17 and protects the rights of the Class Members. Plaintiffs anticipate no difficulty in the
18 management of this action as a class action. The prosecution of separate actions by
19 individual members of the Classes may create a risk of adjudications with respect to them
20 that would, as a practical matter, be dispositive of the interests of the other members of
21 the Classes who are not parties to such adjudications, or that would substantially impair
22 or impede the ability of such non-party class members to protect their interests.

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CLAIMS FOR RELIEF

COUNT I

**VIOLATION OF CALIFORNIA RIGHT OF PUBLICITY LAW (CRPL), CAL.
CIV. CODE § 3344**

**(By Plaintiffs Megan Trama, Victoria Eom, and Lacey Timmins, Individually and
On Behalf of the California Class)**

58. Plaintiffs Trama, Eom, and Timmins incorporate the foregoing allegations as if fully set forth herein.

59. Defendant sells paid access to its suite of litigation tools connected to a massive proprietary database of litigation data.

60. As described above, to promote those subscriptions, Defendant used Plaintiffs Trama, Eom, and Timmins's and the California Class Members' identities on lawsuit preview pages, which display individuals found within its litigation database that match searched-for names, alongside uniquely identifying information such as the parties to the lawsuit, the location and date of the lawsuit, and the nature of the lawsuit. This information serves to identify such individuals.

61. The lawsuit preview pages have a commercial purpose in that they promote the UniCourt website and paid access to the litigation tools it offers.

62. Plaintiffs Trama, Eom, and Timmins and California Class Members never provided Defendant with their written consent to use their full names (or any attribute of their identity) in advertisements for UniCourt. Defendant never notified Plaintiff Trama, Eom, and Timmins and California Class Members that their identities would be used in commercial advertisements.

63. Defendant deprived Plaintiffs Trama, Eom and Timmins and California Class Members of control over whether and how their names and other identifying information can be used for commercial purposes.

64. Based upon Defendant's violation of the California Right of Publicity Statute, Plaintiffs Trama, Eom, and Timmins and California Class Members are entitled to (1) an

1 injunction requiring Defendant to cease using Plaintiff Trama, Eom, and Timmins's and
2 California Class Members' names and any attributes of their identities to advertise its
3 products and services, (2) the greater of an award of actual damages (including profits
4 derived from the unauthorized use of Plaintiff Trama, Eom, and Timmins's and California
5 Class Members' names and identities) or statutory damages of \$750 per violation to the
6 California Class Members, (3) an award of punitive damages, and (4) an award of costs
7 and reasonable attorneys' fees under Cal. Civ. Code § 3344(a).

8 **COUNT II**

9 **VIOLATION OF COMMON LAW RIGHT OF PUBLICITY**

10 **(By Plaintiffs Megan Trama, Victoria Eom, and Lacey Timmins, Individually
11 and On Behalf of the California Class)**

12 65. Plaintiffs Trama, Eom, and Timmins incorporate the foregoing allegations as
13 if fully set forth herein.

14 66. Defendant sells paid access to litigation tools connected to a massive
15 proprietary database of litigation data.

16 67. As described above, to promote those subscriptions, Defendant used
17 Plaintiffs Trama, Eom, and Timmins's and the California Class Members' identities on
18 lawsuit preview pages, which display individuals found within its litigation database that
19 match searched-for names, alongside uniquely identifying information such as the parties
20 to the lawsuit, the location and date of the lawsuit, and the nature of the lawsuit. This
21 information serves to identify such individuals.

22 68. The lawsuit preview pages have a commercial purpose in that they promote
23 the UniCourt website and paid access to the litigation tools it offers. The lawsuit preview
24 pages also operates to Defendant's advantage by providing an incredibly high volume of
25 searchable pages, which boosts Defendant's search engine optimization results and
26 increases the likelihood Defendant's website will be a high-ranking search result even for
27 searches other than individual name searches.

28 69. Plaintiffs Trama, Eom, and Timmins and California Class Members never
provided Defendant with their written consent to use their full names (or any attribute of

their identity) in advertisements for UniCourt. Defendant never notified Plaintiff Trama, Eom, and Timmins and California Class Members that their identities would be used in commercial advertisements.

70. Defendant deprived Plaintiffs Trama, Eom, and Timmins and California Class Members of control over whether and how their names and other identifying information can be used for commercial purposes and to Defendant's advantage.

71. Based upon Defendant's violation of the common law right of publicity, Plaintiffs Trama, Eom, and Timmins and California Class Members are entitled to (1) an injunction requiring Defendant to cease using Plaintiffs Trama, Eom and Timmins's and California Class Members' names and any attributes of their identities to advertise its products and services, (2) actual damages including profits derived from the unauthorized use of Plaintiff Trama, Eom, and Timmins's and California Class Members' names and identities, and (3) an award of punitive damages.

COUNT III

COMMON LAW UNJUST ENRICHMENT / QUASI-CONTRACT (By Plaintiffs Megan Trama, Victoria Eom, and Lacey Timmins, Individually and On Behalf of the California Class)

72. Plaintiffs Trama, Eom, and Timmins incorporate the foregoing allegations as if fully set forth herein.

73. Plaintiffs Trama, Eom, and Timmins plead this claim in the alternative to her remaining claims.

74. California law permits a standalone claim for unjust enrichment, allowing the court to construe the cause of action as a quasi-contract claim. *E.g., Astiana v. Hain Celestial Group, Inc.*, 783 F.3d 753, 756 (9th Cir. 2015).

75. California law recognizes a right to disgorgement of profits resulting from unjust enrichment, even where an individual has not suffered a corresponding loss. *In re Facebook, Inc. Internet Tracking Litig.*, 956 F.3d 589, 599 (9th Cir. 2020).

76. California law requires disgorgement of unjustly earned profits regardless of whether a defendant's actions caused a plaintiff to directly expend his or her own financial

1 resources or whether a defendant's actions directly caused the plaintiff's property to
2 become less valuable.

3 77. Under California law, a stake in unjustly earned profits exists regardless of
4 whether an individual planned to sell her name, image, likeness, or other identifiable
5 aspects or whether a defendant's action directly caused the plaintiff's property to become
6 less valuable.

7 78. Plaintiffs Trama, Eom, and Timmins and the California Class Members retain
8 a stake in the profits garnered from their publicity rights because the circumstances are
9 such that, as between Plaintiffs Trama, Eom, and Timmins and Class members, on the one
10 hand, and Defendant, on the other hand, it is unjust for Defendant to retain these profits.

11 79. By disclosing and using Plaintiffs Trama, Eom, and Timmins's and the
12 California Class Members' identities on lawsuit preview pages without their permission,
13 Defendant generated revenue and was unjustly enriched at the expense of Plaintiffs Trama,
14 Eom, and Timmins and the California Class. It would be inequitable and unconscionable
15 for Defendant to retain the profit, benefit, and other compensation it obtained from using
16 Plaintiffs Trama, Eom, and Timmins's and the California Class Members' identities for
17 advertising and promotion of Defendant's products.

18 80. Plaintiffs Trama, Eom, and Timmins and the California Class Members seek
19 an order from this Court requiring Defendant to disgorge all proceeds, profits, benefits,
20 and other compensation obtained by Defendant from its improper use of Plaintiffs Trama,
21 Eom, and Timmins's and the California Class Members' identities for advertising and
22 promotion of Defendant's products.

23 81. Plaintiffs Trama, Eom, and Timmins and the California Class Members seek
24 this equitable remedy because their legal remedies are inadequate. An unjust enrichment
25 theory provides the equitable disgorgement of profits even where an individual has not
26 suffered a corresponding loss in the form of money damages.

COUNT IV
VIOLATION OF THE WASHINGTON PERSONALITY RIGHTS ACT, RCW
§ 63.60
(By Plaintiff Jesika Brodiski, Individually and On Behalf of the Washington Class)

82. Plaintiff Brodiski incorporates the foregoing allegations as if fully set forth herein.

83. The WPRA prohibits and provides damages for the knowing misappropriation of an individual's name, voice, signature, photograph, or likeness in advertising or soliciting without the individual's prior consent. *See* RCW § 63.60 *et seq.*

84. Plaintiff Brodiski was and is a personality as defined by the WPRA. *Id.* at § 63.60.020.

85. Defendant sells paid access to litigation tools connected to a massive proprietary database of litigation data.

86. As described above, to promote those subscriptions, Defendant used Plaintiff Brodiski's and the Washington Class Members' identities on lawsuit preview pages, which display individuals found within its litigation database that match searched-for names, alongside uniquely identifying information such as the parties to the lawsuit, the location and date of the lawsuit, and the nature of the lawsuit. This information serves to identify such individuals.

87. The lawsuit preview pages are commercial advertising in that they promote Defendant's website and paid access to the litigation tools it offers.

88. Plaintiff Brodiski and Washington Class Members never provided Defendant with their written, oral, express, or implied consent to use their full names (or any attribute of their personality) in advertisements for Defendant. Defendant never notified Plaintiff Brodiski and Washington Class Members that their identities would be used in commercial advertisements.

- d. Awarding the greater of actual damages, including the profits derived from the unauthorized use of same, or damages in the amounts authorized by statute to the Members of the respective Classes;
- e. Awarding punitive damages as applicable;
- f. Awarding Plaintiffs and the Classes their reasonable litigation expenses and attorneys' fees;
- g. Awarding Plaintiffs and the Classes pre- and post-judgment interest; and
- h. Granting such other and further relief as the Court deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiffs, individually and on behalf of the proposed Classes, demand a trial by jury for all claims so triable.

Dated: June 12, 2025

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By: /s/ William J. Edelman

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