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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 ATTICUS INJURY LAW, a
18 California professional corporation;
19 Atticus Wegman, an individual;

20 Plaintiff,

21 v.

22 ATTICUS LABS, INC., a Delaware
23 benefit corporation; ATTICUS
24 LAW, PC, a California professional
25 corporation, and SAMUEL BYKER,
26 an individual; and DOES 1 through
27 10, inclusive,

28 Defendants.

Case No.: 8:26-cv-00362-FWS-ADS
**PLAINTIFFS' SECOND AMENDED
COMPLAINT FOR:**

1. **DECLARATORY JUDGMENT OF
NON-INFRINGEMENT**
2. **DECLARATORY JUDGMENT OF
INVALIDITY OF DEFENDANT'S
COMMON LAW TRADEMARK
RIGHT**
3. **DECLARATORY JUDGMENT OF
ABANDONMENT THROUGH
NAKED LICENSING AND
CANCELLATION OF
REGISTRATION UNDER 15 U.S.C.
§§ 1064(3), 1119, AND 1127**
4. **CANCELLATION OF
TRADEMARK REGISTRATION
FOR ABANDONMENT/NON-USE**
5. **CANCELLATION OF
TRADEMARK REGISTRATION
FOR FRAUD IN THE
PROCUREMENT**

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- 6. FALSE ADVERTISING UNDER 15 U.S.C. § 1125(a)**
- 7. VIOLATION OF CAL. BUS. & PROF. CODE § 6155**
- 8. UNFAIR COMPETITION UNDER CAL. BUS. & PROF. CODE § 17200, et seq.**
- 9. FALSE ADVERTISING UNDER CAL. BUS. & PROF. CODE § 17500, et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiffs Atticus Injury Law (Plaintiff Law) and Atticus Wegman (Plaintiff
2 Wegman), by and through its undersigned counsel, brings this action against
3 Defendants Atticus Labs, Inc. (Defendant Labs), and Samuel Byker (Defendant
4 Byker), and Atticus Law, PC (Defendant Law) (collectively Defendants), alleging
5 the following:

6 **PRELIMINARY STATEMENT**

7 1. This action concerns Defendants’ assertion that Plaintiff Law’s firm
8 name, ATTICUS INJURY LAW, infringes Defendants’ asserted ATTICUS
9 trademark rights. Plaintiff seeks a declaration of non-infringement and related
10 relief because the parties’ services, customers, market context, and circumstances
11 of adoption do not create a likelihood of confusion.

12 2. Plaintiff also seeks cancellation of U.S. Trademark Registration No.
13 5,793,678 for ATTICUS for “legal services” because, as alleged below,
14 Defendant Atticus Labs, Inc. did not use ATTICUS in commerce for legal
15 services when it filed its use-based application, has not used ATTICUS for legal
16 services, and procured the registration by falsely telling the USPTO that it was
17 using ATTICUS for legal services.

18 3. Plaintiff also seeks a finding that Defendants are and have been
19 unlawfully operating a lawyer referral service in violation of Cal. Bus. and Prof.
20 Code § 6155, and asserts substantial and related claims of unfair competition
21 under the statutory and common laws of the State of California, all arising from
22 the Defendants’ acts.

23 4. Plaintiff does not allege that an asserted violation of California
24 Business and Professions Code section 6155, standing alone, invalidates any
25 federal trademark rights. The section 6155 allegations are pleaded as state-law
26 claims and as factual evidence bearing on whether Defendants rendered legal
27 services, whether Defendants’ advertising was misleading, whether Defendants’
28

1 USPTO statements were false, and whether any use was for referral/intake
2 services rather than legal services.

3 5. The State Bar of California has opened an investigation into
4 Defendant Byker for claims related to the Counts alleged herein.

5 6. Plaintiff seeks both declaratory and monetary relief.

6 JURISDICTION

7 7. This court has jurisdiction over this action pursuant to 15 U.S.C. §
8 1121, 28 U.S.C. § 2201, 28 U.S.C. §§ 1331, 1338(a) and (b). This Court also has
9 supplemental jurisdiction over Plaintiffs' pendant state law claims under 28
10 U.S.C. § 1367.

11 8. This Court has personal jurisdiction over Defendants because
12 Defendants have purposefully directed their unlawful and damaging commercial
13 activity into the State of California and into this judicial district, and because
14 Defendants' unlawful activity in this judicial district has caused damage to
15 Plaintiff. This Court has personal jurisdiction over Defendants under at least 28
16 U.S.C. § 1391(b)(2) in that Defendants have purposefully availed themselves of
17 the laws of this jurisdiction.

18 9. On information and belief, Defendant Labs has its principal place of
19 business in this judicial district, Defendant Law has its principal place of business
20 in this judicial district, and Defendant Byker resides in this judicial district.

21 10. As alleged more fully herein, Defendants have operated as a lawyer
22 referral service in, at least, the state of California without registering or being
23 certified as a lawyer referral service, have claimed to operate a law firm in
24 California even though Defendant Labs is a foreign corporation, have claimed to
25 operate a law firm in California even though Defendant Labs is not a professional
26 corporation, have registered a federal trademark for services that Defendant Labs
27 was not lawfully able to provide, have claimed to operate a law firm in California
28 under a corporation that is not wholly owned by licensed attorneys, have claimed

1 to operate a law firm in California that openly violates California's Rules of
2 Professional Conduct, and have sent letters to Plaintiff alleging trademark
3 infringement and demanding the Plaintiffs cease use of Plaintiff Wegman's name
4 in marketing Plaintiff Law's legal services.

5 11. Under 28 U.S.C. § 1391, the United States District Court for the
6 Central District of California is the appropriate venue for this action, because (1)
7 Defendants each reside in the State of California and at least Defendant Labs
8 resides in the district, and (2) because as described above Defendants are properly
9 subject to personal jurisdiction in this district.

10 **PARTIES**

11 12. Plaintiff Atticus Injury Law, PC, is a professional corporation
12 organized under the laws of the State of California, and having its principal place
13 of business at 1442 Irvine Blvd. Suite 211, Tustin, CA 92780.

14 13. Plaintiff Atticus Wegman is an individual residing in Orange County,
15 California.

16 14. On information and belief, Defendant Labs is a benefit corporation
17 formed under the laws of the State of Delaware having its principal place of
18 business at 843 N. Spring St. Suite 501, Los Angeles, CA 90012. At all relevant
19 times, Defendant Labs directed and or participated in the tortious actions that have
20 harmed Plaintiffs as set forth herein.

21 15. On information and belief, non-attorney investors have a substantial
22 ownership interest in Defendant Labs. Non-attorney investors in Defendant Labs
23 include venture capital firms.

24 16. On information and belief, Defendant Byker is an individual residing
25 in the state of California within this judicial district. At all relevant times,
26 Defendant Byker directed and or participated in the tortious actions that have
27 harmed Plaintiffs as set forth herein.

28 17. On information and belief, Defendant Byker is President and CEO of

1 Defendant Labs. At all relevant times, Defendant Byker directed and or
2 participated in the tortious actions that have harmed Plaintiffs as set forth herein.

3 18. On information and belief, Defendant Law is a professional
4 corporation formed under the laws of the state of California with a principal place
5 of business at 843 N. Spring St. Suite 501, Los Angeles, CA 90012. At all
6 relevant times, Defendant Law directed and or participated in the tortious actions
7 that have harmed Plaintiffs as set forth herein.

8 19. On information and belief, Defendant Labs has a substantial
9 ownership interest in Defendant Law.

10 20. On information and belief, Defendant Labs has a beneficial
11 ownership interest in Defendant Law.

12 21. Whenever and wherever appearing in this Complaint, each and every
13 reference to defendant, DEFENDANT, DEFENDANTS, and any of them, is
14 intended to be and shall be a reference to all Defendants hereto, and to each of
15 them, named and unnamed, including all fictitiously named Defendants, unless
16 said reference is otherwise specifically qualified.

17 22. Whenever and wherever reference is made in this Complaint to any
18 act by a Defendant or Defendants, such allegations and reference shall also be
19 deemed to mean the acts and failures to act of each Defendant acting individually,
20 jointly, and severally.

21 23. Plaintiffs are informed and believe, and on that basis alleges, that
22 Defendants' conduct as described below has given rise to an actual controversy
23 between the parties arising under the Lanham act and substantial and related state
24 laws.

25 24. Plaintiffs are informed and believe, and on that basis alleges, that
26 Defendants' unlawful conduct delineated in this Complaint actually and
27 proximately caused Plaintiffs' damages, for which Defendants are jointly and
28 severally liable.

1 25. Plaintiffs are informed and believe and thereon alleges that at all
2 times relevant herein, Defendants, each of them, were an owner, a co-owner, an
3 agent, representative, partner, and/or alter ego of its codefendants, or otherwise
4 acting on behalf of each and every remaining Defendants, and in doing the things
5 hereinafter alleged, were acting within the course and scope of their authorities as
6 an owner, co-owner, an agent, representative, partner, employee, supervisor,
7 and/or alter ego of its co-defendants, and at all times herein mentioned, working
8 in concert with his or her co-defendants and was acting with the permission,
9 consent of, and ratification, in concert with, and in conspiracy with, each and
10 every one of the remaining Defendants.

11 26. The true names and capacities of Defendant DOES 1 through 10,
12 inclusive, whether individual, corporate, associate, or otherwise, are unknown to
13 Plaintiff who therefore sues Defendant DOES by such fictitious names. Plaintiff
14 will seek leave of this Court to amend this Complaint to show said Defendant
15 DOES' true names and capacities when same have been ascertained.

16 27. Plaintiffs are informed and believe and upon such information and
17 belief alleges that each of the Defendants named herein as DOES 1 through 10,
18 inclusive, were, and are in some manner responsible for the actions, acts, and
19 omissions herein alleged, and for the damage caused by the Defendants and are,
20 therefore, jointly and severally liable for the damages caused to Plaintiff.

21 28. Plaintiffs are informed and believe and upon such information and
22 belief alleges that at all times mentioned herein, Defendants, and each of them,
23 were the agents, employees, and officers of each of the remaining Defendants and
24 in doing the things herein alleged, were acting within the scope, course, and
25 purpose of said agency or employment, and with permission and consent of each
26 of the remaining Defendants.

27 29. Plaintiffs are informed and believe and upon such information and
28 belief alleges that each of the Defendants, including DOES 1 through 10,

1 inclusive, were, and at all times herein mentioned, acting in concert and in
2 conspiracy with each and every one of the named Defendants.

3 **FACTS**

4 **A. Plaintiffs' Business**

5 30. Plaintiffs are a professional corporation doing business as a law firm
6 in the state of California under the name Atticus Injury Law and its owner,
7 Atticus Wegman.

8 31. Plaintiff Law was founded by, and is currently managed and run by,
9 Plaintiff Wegman. Plaintiff Wegman received his California law license (SBN
10 273496) in December 2010 and has been practicing law since.

11 32. Plaintiff Wegman founded Atticus Injury Law in January of 2023.

12 33. Plaintiff Law is based in Orange County, California. Plaintiff Law
13 practices almost exclusively in the area of plaintiff-side personal injury cases.

14 34. On October 15, 2021, Plaintiff Wegman filed three trademark
15 applications based on his bona fide intent to use each as the name of his yet-to-be
16 opened law firm. The applications were Trademark Application Serial Number
17 97076824 for the name "Atticus Law Firm," Trademark Application Serial
18 Number 97076884 for the name "Atticus Firm," and Trademark Application
19 Serial Number 97075046 for the name "Atticus Law."

20 35. On July 25, 2022, the Trademark Office issued an Office Action in
21 each of Plaintiff Wegman's trademark applications citing Defendant Labs'
22 registration for the mark ATTICUS for alleged use in connection with legal
23 services as the basis for the refusal. Plaintiff Wegman became aware of Defendant
24 Labs' trademark upon receipt of the Office Actions.

25 36. On June 10, 2026, Plaintiff Wegman filed a Complaint with Office of
26 Chief Trial Counsel the State Bar of California regarding Defendant Byker's
27 financial arrangements with non-lawyers, false advertising, operation of an
28 unregistered lawyer referral service. The case has been instituted as Case Number:

26-O-21009 Samuel Horton Byker.

B. Defendants' Business

37. On information and belief, Defendant Byker is an entrepreneur and lawyer licensed to practice law in the state of California. Mr. Byker received his California law license (SBN 315976) on July 17, 2017.

38. On information and belief, Defendant Byker is not admitted to any state bar other than California.

39. On information and belief, Defendant Byker founded Defendant Labs in 2017. Defendant Labs is a benefit corporation formed under the laws of the state of Delaware and registered as a foreign corporation with the California Secretary of State.

40. On information and belief, Defendant Labs operates and is responsible for the content appearing on the website located at www.atticus.com, where Defendant Labs reports that it can help clients find and choose lawyers in all U.S. jurisdictions.

41. On information and belief, Defendant Byker knew that a law firm could not (and cannot) be owned by non-attorneys in California when he formed Defendant Law and Defendant Labs.

42. In an article published by Stanford Graduate School of Business, Defendant Byker is reported to have said that his alternative business structure was shared with him by a business-to-business start-up that used this alternative structure to use venture capital to start a law firm. A true and correct copy of the article, titled "ATTICUS: THE SEARCH FOR THE IDEAL INVESTOR," is attached as **Exhibit 1**.

43. In California, a law firm must be owned by licensed attorneys. Beneficial ownership by non-attorneys is prohibited.

44. Defendant Byker attempted to create a structure that allows an entity that is not a law firm to profit from the sharing of attorneys' fees by having

1 Defendant Law be the consumer facing entity, even though Defendant Labs is the
2 entity providing the services and receiving the payments. The structure is made
3 abundantly clear in the graphic shown in Exhibit 1 of the Stanford article. **See**
4 **Exhibit 1.**

5 45. The Stanford Graduate School of Business article, based on an
6 interview with Defendant Byker, demonstrates that none of Defendants provide
7 legal services. “At its core, [Defendant Labs] was a high-touch marketplace:
8 Atticus connected individuals in need of legal help to high-quality law firms that
9 provided it.” **Exhibit 1 at page 6.**

10 46. Defendants’ revenue did not come from providing legal services, it
11 came from referral fees paid by the attorneys to whom Defendant Labs referred
12 the cases. “For each win, lawyers earned an average of approximately \$4,400 and
13 paid Atticus \$1,100.” **Exhibit 1 at page 6.** It goes without saying that the lawyers
14 provide legal services and pay Defendant Labs for the referral. Defendant Labs
15 does not provide legal services.

16 47. On information and belief, Defendant Law is not a law firm to which
17 Defendant Labs has ever referred clients.

18 48. On information and belief, Defendant Law has not represented a
19 client who contacted Defendant Labs for a referral.

20 49. On the “For Lawyers” page of the website, Defendant Labs states
21 that “[Defendant Labs] doesn’t bill clients ... we usually request a percentage of
22 whatever fees the receiving lawyer earns from the representation.” A true and
23 correct copy of the webpage found at www.atticus.com/lawyers is attached as
24 **Exhibit 2.**

25 50. Defendant Labs’ website states that “[w]e diagnose [each client’s]
26 problems, recommend a course of action, and help them choose and hire the right
27 lawyer to represent them going forward... We refer each case to the best attorney
28 in the country who will take it.” *See* Exhibit 1.

1 51. On the “For Lawyers” page, Defendant Labs further states that
2 “[Defendant Labs] fund[s] [its] service in only one way: through fee-sharing with
3 attorneys to whom [Defendant Labs] refer cases.” Defendant Labs’ website does
4 not conspicuously display the city, town, or county of at least one bona fide office
5 location. *See* Exhibit 1.

6 52. Defendant Labs’ website does not include a listing of attorneys who
7 work for the company or a list of states where attorneys who work for the
8 company are admitted to practice law. Specifically, Defendant Labs’ website does
9 not list the name of any lawyer licensed to practice law in California. Instead, on
10 the “Mission” page of Defendant Labs’ website, Defendant Labs includes a page
11 titled “Lawyer Network,” which informs website visitors “[these] are just a few of
12 the 100+ vetted firms in our nation-wide lawyer network,” followed by tiles
13 listing law firms in various states. The webpage does not include a conspicuous
14 joint advertising statement or disclosures. A true and correct copy of the webpage
15 found at www.atticus.com/mission is attached as **Exhibit 3**.

16 53. Defendant Labs includes on its website statements that lead
17 consumers to believe that Defendant Labs can provide legal services and legal
18 advice in each state of the United States. For example, Defendant Labs’
19 Disclaimer page includes what purports to be state-specific legal disclosures with
20 specific entries for many states other than California. A true and correct copy of
21 webpage found at www.atticus.com/disclaimer is attached as **Exhibit 4**.

22 54. On information and belief, Defendant Labs does not employ
23 attorneys licensed in each state of the United States, but Defendant Labs’ website
24 leads consumers to believe that Defendant Labs provides legal analysis and advice
25 to help the consumer with their legal issues. The footer of Defendant Labs’
26 website includes the statement that “Atticus is a law firm, and we are qualified to
27 give legal advice. We can answer your most pressing questions...” leading a
28 consumer to believe that their legal questions will be answered by Defendants

1 Labs, regardless of the state where the consumer is located.

2 55. On information and belief, Attorneys listed on Defendant Labs’
3 website and referred to as an “Atticus attorney” are not employees of Defendant
4 Labs but are attorneys who own or are employed by law firms that are merely
5 independent firms that Defendant Labs refers cases to.

6 56. On information and belief, Defendant Labs is “a high-growth
7 venture-backed tech startup building a massive valuable company,” as Defendant
8 Labs states on its company overview in its LinkedIn profile, found at
9 www.linkedin.com/company/atticushq. A true and correct copy of Defendant
10 Labs’ LinkedIn Overview found at www.linkedin.com/company/atticushq/about/
11 is attached as **Exhibit 5**.

12 57. On information and belief, Defendant Labs filed application Serial
13 No. 88/214,764 with the U.S. Patent and Trademark Office (“the USPTO”) on
14 December 3, 2018 (“the Application”) which sought to register the trademark
15 ATTICUS (“the Mark”) based upon purported use in connection with “legal
16 services” in International Class 45. Defendant Byker signed the Application.

17 58. On information and belief, Defendant Byker knew that Defendant
18 Labs did not provide legal services when he signed the Application. Defendant
19 Byker was aware that Defendant Labs could not provide legal services and that
20 Defendant Law could not provide referral services. Defendant Byker structured
21 his business with a non-law firm, Defendant Labs, providing referral services
22 under the façade of a law firm, Defendant Law, while representing to the public
23 that the services we provided by Defendant Law.

24 59. On information and belief, in reliance upon the attestations set forth
25 in the Application, the USPTO approved the Application for registration and
26 issued U.S. Trademark Registration Number 5,793,678 (the ‘678 Registration) for
27 the Mark on July 2, 2019.

28 60. On information and belief, Defendant Labs is not a law firm that

1 provides legal services; instead, Defendant Labs operates a lawyer referral
2 service, but is neither registered nor certified as a Lawyer Referral Service with
3 the California State Bar.

4 61. On information and belief, Defendant Law does not have a separate
5 website. Defendant Law is identified as the copyright owner in the website found
6 at www.atticus.com.

7 62. On information and belief, Defendant Law also operates a lawyer
8 referral service, but is neither registered nor certified as a Lawyer Referral Service
9 with the California State Bar.

10 63. On information and belief, no Defendant has used the Mark in
11 connection with legal services. In the alternative, even if they had, Defendant Law
12 has not provided legal services for at least three years and does not intend to
13 resume providing legal services.

14 **C. Defendants' Demand Letter**

15 64. On or about November 25, 2025, Defendant Labs, through counsel,
16 sent a Cease-and-Desist letter to Plaintiff Law. In Defendant Labs' letter, counsel
17 stated that Defendant Law is the exclusive licensee of the '678 Registration.

18 65. Defendant Labs' letter asserted that the name of Plaintiff Law creates
19 a likelihood of confusion with the Mark. Defendant Labs' letter demanded that
20 Plaintiff Law immediately ceases and desists any/all use of and permanently
21 refrain from using Atticus in connection with legal services of any kind.

22 66. Defendant Labs' letter demanded that Plaintiff Law agree in writing
23 to never use or apply to register Atticus for legal services of any kind.

24 67. Defendant Labs' letter demanded compliance no later than December
25 9, 2025, or Defendant Labs would consider further legal action to enforce its
26 alleged rights.

27 **D. Defendants' Naked Licensing**

28 68. Defendant Labs publicly describes itself as a technology company,

1 referral platform, and venture-backed enterprise that connects consumers with
2 attorneys and law firms.

3 69. Defendant Law is a separate California professional corporation
4 subject to the ethical and professional obligations imposed upon California
5 attorneys.

6 70. Trademark rights may be abandoned when a trademark owner
7 licenses a mark without maintaining adequate control over the nature and quality
8 of the goods or services provided under the mark.

9 71. On information and belief, Defendant Labs does not exercise actual
10 quality control over any legal services allegedly rendered by Defendant Law
11 under the ATTICUS mark.

12 72. On information and belief, Defendant Labs has no written quality-
13 control standards governing legal services rendered under the ATTICUS mark.

14 73. On information and belief, Defendant Labs has no attorney
15 supervision protocols, no auditing procedures, no performance review systems, no
16 mechanisms for reviewing legal advice provided to clients, no procedures for
17 evaluating litigation strategy, and no procedures for ensuring uniformity in legal
18 representation rendered under the ATTICUS mark.

19 74. On information and belief, Defendant Labs has no contractual
20 provisions granting it the authority to monitor and control the substantive quality
21 of legal services rendered by Defendant Law.

22 **E. Broad Use of Atticus for Law Firms and Legal Adjacent Providers**

23 75. In addition to Plaintiff Wegman's firm, there are a plurality of other
24 law firms and law-adjacent vendors across the United States that include
25 "Atticus" the name in their firm name and branding. This is unsurprising because
26 of the strong association between legal services and the name Atticus, resulting
27 from Atticus Finch, the main character in Harper Lee's classic novel, "To Kill a
28 Mockingbird." The book is a staple in junior high and high school classrooms,

1 resulting in the ubiquitous familiarity with the character and his work.

2 **COUNT I**

3 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

4 76. Plaintiffs reallege and incorporates by reference each of the
5 foregoing paragraphs of the Complaint as though fully set forth herein.

6 77. Defendant Labs' Cease and Desist letter of November 2025 alleged
7 rights in the Mark. The letter additionally made clear that if Plaintiff Law did not
8 comply with the demands, Defendant Labs would pursue additional legal action,
9 giving rise to an actual controversy.

10 78. There is an actual controversy because Defendants have accused
11 Plaintiff Law of infringement, demanded that Plaintiff Law stop using ATTICUS,
12 demanded that Plaintiff Law agree never to use or register ATTICUS for legal
13 services, and threatened legal action.

14 79. There is no likelihood of confusion between Plaintiff Law's
15 trademark and the Mark. Plaintiff Law's use of ATTICUS INJURY LAW is not
16 likely to cause confusion with Defendants' asserted ATTICUS mark.

17 80. The parties' services differ. Plaintiff Law provides plaintiff-side legal
18 services for personal injury cases.

19 81. On information and belief, none of the Defendants, individually or
20 collectively, provide legal services.

21 82. Defendant Labs does not provide legal services. Defendant Labs
22 provides lawyer referral services for workers compensation and disability cases.
23 Consumers of Defendant Labs' services are law firms that receive referrals from
24 Defendant Labs and pay a portion of the recovered fees to Defendant Labs as a
25 referral fee.

26 83. Defendant Law does not provide legal services. Defendant Law
27 provides lawyer referral services for workers compensation and disability cases.

28 84. Defendant Byker does not provide legal services.

1 85. Consumers are not likely to be confused between the Parties'
2 disparate services. Plaintiff Law provides plaintiff-side legal services for personal
3 injury cases. None of the Defendants, individually or collectively, provide legal
4 services.

5 86. The parties' consumers differ. Plaintiff Law's consumers are persons
6 seeking to retain Plaintiff Law as their personal-injury counsel. Defendants'
7 ATTICUS-branded business targets consumers who are looking for help in
8 finding a lawyer who handles disability types of cases. Defendants' ATTICUS-
9 branded business also markets to lawyers who receive referred matters and pay
10 referral or fee-sharing consideration for disability types of cases.

11 87. Consumers of the parties' services exercise care. Consumers of legal
12 services are likely to be discerning. An individual who has suffered an injury or
13 injustice will diligently seek out assistance specifically related to that injury or
14 injustice. Retaining a lawyer or accepting a referral to a lawyer is a significant
15 decision involving legal rights, fees, qualifications, trust, and case outcome.
16 Consumers are likely to notice differences in the firm name, attorney identity,
17 practice area, location, engagement paperwork, and whether the entity itself will
18 be counsel.

19 88. The parties' marketing channels differ in material ways. Plaintiff
20 Law markets a California personal-injury law firm under ATTICUS INJURY
21 LAW, emphasizing attorney Atticus Wegman, personal-injury representation, and
22 Plaintiff Law's California law-firm identity. Defendants market ATTICUS as a
23 nationwide online platform for the referral of disability cases to independent, third
24 party lawyers from whom Defendants receive fee-sharing consideration.

25 89. Because there is no likelihood of confusion, Plaintiffs are entitled to
26 a declaratory judgment of non-infringement.

27 90. ATTICUS is not a commercially strong source identifier for
28 Defendants alone in the legal field because the name is commonly associated with

1 the legal profession and is used by third parties in legal and legal-adjacent
2 businesses.

3 91. Plaintiffs adopted ATTICUS in good faith because it is the given
4 name of Plaintiff Wegman. Plaintiffs did not intend to confuse consumers or trade
5 on any goodwill of Defendants.

6 92. The parties' marks differ in marketplace presentation. Plaintiff Law
7 uses ATTICUS INJURY LAW, a full law-firm name that identifies the practice
8 area and law-firm nature of Plaintiff Law's services. Defendants assert ATTICUS
9 alone and use it in connection with a platform for the referral of disability cases to
10 independent, third-party lawyers from whom Defendants receive fee-sharing
11 consideration.

12 93. Plaintiffs are entitled to a declaration that the use of ATTICUS
13 INJURY LAW, does not infringe any valid and enforceable trademark rights of
14 Defendants.

15 **COUNT II**

16 **DECLARATORY JUDGMENT OF INVALIDITY OF DEFENDANT'S**

17 **COMMON LAW TRADEMARK RIGHTS**

18 94. Plaintiffs reallege and incorporates by reference each of the
19 foregoing paragraphs of the Complaint as though fully set forth herein.

20 95. Trademark rights are earned through lawful use in commerce. On
21 information and belief, none of Defendants, individually or collectively, has
22 lawfully provided legal services in commerce under the Atticus mark.

23 96. On information and belief, Defendants, individually and collectively,
24 operate a lawyer referral service.

25 97. Defendants' operation of a lawyer referral service and absence of use
26 of the Atticus mark in connection with legal services means that none of
27 Defendants, individually or collectively, has used the Mark in commerce.

28 98. Defendants' non-use of the Atticus mark in connection with legal

1 services means that Defendants do not have common law trademark rights in the
2 Mark.

3 99. In the alternative, none of Defendants have lawfully used the Mark in
4 commerce, and the lack of lawful use means they do not have trademark rights in
5 the Mark.

6 100. On information and belief, operation of a lawyer referral service
7 requires registration with the State Bar. None of the Defendants, either
8 individually or collectively, have registered or certified as a lawyer referral
9 service with the California State Bar.

10 101. Because Defendants are not registered or certified as a lawyer
11 referral service with the California State Bar, Defendants are operating
12 unlawfully. Defendants' unlawful operation of their lawyer referral service means
13 that none of the Defendants owns a valid and enforceable right in the Mark
14 because trademark rights are developed through lawful use of the associated mark
15 in commerce.

16 102. Defendants lack of use or lack of lawful use of the Mark in commerce
17 means that Defendants lack rights in the Mark and Plaintiffs are entitled to a
18 Declaratory Judgment that Defendants' common law trademark rights in the Mark
19 are invalid.

20 **COUNT III**

21 **DECLARATORY JUDGMENT OF ABANDONMENT THROUGH NAKED**

22 **LICENSING AND CANCELLATION OF REGISTRATION UNDER 15**

23 **U.S.C. §§ 1064(3), 1119, AND 1127**

24 103. Plaintiffs reallege and incorporates by reference all preceding
25 paragraphs as though fully set forth herein.

26 104. Plaintiffs seek a declaration that Defendants have abandoned their
27 trademark rights and an order of cancellation of the registration.

28 105. Defendant Labs owns U.S. Trademark Registration No. 5,793,678 for

1 ATTICUS in connection with legal services.

2 106. Defendant Labs has publicly represented that Defendant Law is its
3 exclusive licensee and that Defendant Law's use of ATTICUS supports Defendant
4 Labs' trademark rights.

5 107. Defendant Labs is not a law firm, is not a California professional
6 corporation, and does not itself render legal services to clients.

7 108. Instead, Defendant Labs publicly describes itself as a technology
8 company, referral platform, and venture-backed enterprise that connects consumers
9 with attorneys and law firms.

10 109. Defendant Law is a separate California professional corporation
11 subject to the ethical and professional obligations imposed upon California
12 attorneys.

13 110. Trademark rights may be abandoned when a trademark owner licenses
14 a mark without maintaining adequate control over the nature and quality of the
15 goods or services provided under the mark.

16 111. The purpose of trademark quality control is to ensure that the mark
17 continues to function as a reliable indicator of a single source and a consistent level
18 of quality.

19 112. Where a trademark owner fails to exercise actual quality control over a
20 licensee, the licensing arrangement constitutes naked licensing, which results in
21 abandonment under 15 U.S.C. § 1127.

22 113. On information and belief, Defendant Labs does not exercise actual
23 quality control over any legal services allegedly rendered by Defendant Law under
24 the ATTICUS mark.

25 114. On information and belief, Defendant Labs has no written quality-
26 control standards governing legal services rendered under the ATTICUS mark.

27 115. On information and belief, Defendant Labs has no attorney supervision
28 protocols, no auditing procedures, no performance review systems, no mechanisms

1 for reviewing legal advice provided to clients, no procedures for evaluating
2 litigation strategy, and no procedures for ensuring uniformity in legal representation
3 rendered under the ATTICUS mark.

4 116. On information and belief, Defendant Labs has no contractual
5 provisions granting it the authority to monitor and control the substantive quality of
6 legal services rendered by Defendant Law.

7 117. This case presents more than a routine trademark licensing
8 arrangement between corporate affiliates.

9 118. Although affiliated entities may lawfully license trademarks to one
10 another, corporate affiliation alone does not satisfy a trademark owner's
11 independent obligation to exercise actual quality control.

12 119. Here, Defendant Labs seeks to maintain trademark rights for legal
13 services while simultaneously operating as a separate, non-law-firm technology
14 company that does not itself provide those legal services.

15 120. As a non-law-firm entity, Defendant Labs lacks the practical ability to
16 monitor the substantive quality of legal representation rendered under the
17 ATTICUS mark without intruding upon the professional independence of attorneys
18 and the confidential attorney-client relationship.

19 121. California attorneys owe duties of confidentiality to their clients and
20 may not disclose privileged or confidential client information absent client
21 authorization or other lawful grounds.

22 122. Because Defendant Labs is neither counsel of record nor the provider
23 of legal services to Defendant Law's clients, Defendant Labs cannot directly access
24 client files, evaluate attorney work product, assess legal advice given to clients,
25 supervise litigation strategy, review confidential communications, or otherwise
26 oversee the substantive legal representation being provided.

27 123. Defendant Labs has neither alleged nor publicly demonstrated the
28 existence of any lawful mechanism by which it exercises meaningful quality control

1 over legal services rendered under the ATTICUS mark.

2 124. Absent such controls, consumers have no assurance that legal services
3 offered under ATTICUS originate from a single source subject to uniform
4 standards.

5 125. Instead, the ATTICUS mark functions as a designation applied to
6 independent legal services over which the purported trademark owner exercises no
7 meaningful supervision.

8 126. The absence of actual quality control has caused the ATTICUS mark
9 to lose its significance as an indicator of a single source of legal services.

10 127. On information and belief, Defendants intentionally structured their
11 business operations so that Defendant Labs would hold trademark rights while
12 Defendant Law or other entities would then purportedly provide legal services.

13 128. That structure itself demonstrates the absence of actual quality control
14 because the entity claiming ownership of the trademark is separate from the entity
15 allegedly rendering the services and has no practical means of supervising those
16 services.

17 129. Defendants cannot avoid abandonment by arguing that quality control
18 theoretically could exist.

19 130. Trademark law requires actual quality control, not hypothetical quality
20 control.

21 131. Nor can Defendants avoid abandonment by speculating that
22 contractual controls might exist.

23 132. On information and belief, no such controls presently exist, and
24 Defendants have never publicly identified any mechanism by which Defendant
25 Labs supervises the quality of legal services rendered under the ATTICUS mark.

26 133. As a direct result of Defendants' naked licensing, the ATTICUS mark
27 has been abandoned within the meaning of 15 U.S.C. § 1127.
28

COUNT IV

CANCELLATION OF REGISTRATION FOR ABANDONMENT/NON-USE

134. Plaintiffs reallege and incorporates by reference each of the foregoing paragraphs of the Complaint as though fully set forth herein.

135. In the Application, Defendant Labs, as attested to by Defendant Byker, affirmed that the Mark was in use in commerce on or in connection with the goods/services in the application, which were identified as “legal services” in International Class 45. Trademark rights in that registration depend on use of ATTICUS as a source identifier for the services identified in the registration.

136. Neither Defendant Labs nor any user authorized by Defendant Labs used the Mark in association with legal services when the Application was filed.

137. On information and belief, Atticus Labs’ use of ATTICUS at the time of filing was not use for “legal services” because Atticus Labs itself did not undertake attorney-client representation, appear as counsel, sign pleadings, negotiate claims as counsel, maintain client trust accounts for represented clients, or otherwise perform legal services for the consumers whose matters it merely referred to other independent lawyers or law firms.

138. On information and belief, Atticus Law, PC did not cure that non-use because any activity attributed to Atticus Law likewise consisted of referral/intake functions and website branding, not the rendition of legal services by Atticus Law under ATTICUS to represented clients.

139. On information and belief, the lack of use by any Defendant when the Application was filed means that Defendant Labs’ application was void when it was filed and the Registration must be cancelled.

140. In the alternative, even if a user authorized by Defendant Labs did use the Mark in association with legal services when the Application was filed, they have since ceased use of the mark in connection with legal services.

1 141. Defendant Labs and Defendant Law have been operating as a lawyer
2 referral service and do not provide legal services. The business operated by
3 Defendant Labs and Defendant Law at www.atticuslaw.com has been a lawyer
4 referral service since its launch in 2018.

5 142. On information and belief, no Defendant has used the Mark in
6 association with legal services for at least three years. Defendants' website
7 statements confirm the nature of the business: ATTICUS does not bill clients,
8 requests a percentage of fees earned by receiving lawyers, funds its service
9 through fee-sharing with attorneys to whom it refers cases, and refers each case to
10 an attorney who will take it. Accordingly, the Mark is presumed to have been
11 abandoned. Those facts plausibly show that Defendants have not used ATTICUS
12 in commerce for the registered "legal services," or have abandoned any such use
13 by non-use with no intent to resume legal-service use.

14 143. Due to Defendants' non-use or abandonment of the Mark, Plaintiffs
15 are entitled to cancellation of the '678 Registration pursuant to 15 U.S.C. sections
16 1064 and 1119 and related declaratory relief.

17 **COUNT V**

18 **CANCELLATION OF REGISTRATION FOR FRAUD IN THE**
19 **PROCUREMENT**

20 144. Plaintiffs reallege and incorporates by reference each of the
21 foregoing paragraphs of the Complaint as though fully set forth herein.

22 145. The who is Defendant Samuel Byker, acting for Atticus Labs as its
23 President and authorized signatory.

24 146. The when is December 3, 2018.

25 147. The where is U.S. Trademark Application Serial No. 88/214,764
26 filed with the USPTO for the mark ATTICUS.

27 148. The exact false statement was Byker's verified declaration, on behalf
28 of Atticus Labs, that Atticus Labs was using ATTICUS in commerce on or in

1 connection with the services identified in the application, namely “legal services”
2 in International Class 45.

3 149. The statement was false when made because, on information and
4 belief, Atticus Labs did not render legal services to consumers under ATTICUS.
5 Its ATTICUS-branded activity consisted of an intake/referral platform that
6 collected consumer information, diagnosed or categorized problems,
7 recommended a course of action, selected or recommended independent receiving
8 lawyers or law firms, and sought a percentage of the fees earned by those
9 receiving lawyers.

10 150. The statement was also false because, on information and belief,
11 consumers were not retaining Atticus Labs as their lawyer for ongoing legal
12 representation; any legal representation was provided by independent lawyers or
13 law firms.

14 151. Byker knew the statement was false when made. Byker founded and
15 controlled Atticus Labs, served as its President and Chief Executive Officer, was
16 a California lawyer, controlled or had knowledge of the company’s website and
17 business model, and knew the difference between a law firm rendering legal
18 services and a referral/intake platform routing matters to independent lawyers.

19 152. Byker also knew that the application identified only “legal services,”
20 not lawyer-referral services, legal intake services, marketing services, lead-
21 generation services, or lawyer-matching services.

22 153. Defendant Byker intentionally organized Defendant Labs and
23 Defendant Law to avoid the prohibition of law firms being owned by non-
24 attorneys, and the prohibition of lawyers sharing fees with non-lawyers.

25 154. Defendant Byker organized the companies so that it would appear
26 that Defendant Law interacts with individuals needing referral to a lawyer, but the
27 referral fees paid by the attorneys to whom Defendant Law sent the individual
28 would be paid to the non-attorney owners of Defendant Labs.

1 155. On December 3, 2018, Defendant Labs filed the Application to
2 register the Mark. Defendant Byker, acting in his role as President of Defendant
3 Labs, signed the trademark application.

4 156. In the Application, Defendant Labs, as attested to by Defendant
5 Byker, affirmed that the Mark “is in use in commerce on or in connection with the
6 goods/services in the application,” which were identified as “legal services” in
7 International Class 45.

8 157. The foregoing statement by Defendant Labs was not true when made
9 because Defendant Labs does not provide legal services, but instead operates an
10 attorney referral service. Defendant Labs made the statement with the intent to
11 deceive the Trademark Office in order to obtain the ‘678 Registration.

12 158. The statement in Defendant Labs’ sworn declaration to the USPTO
13 that it was using the Mark in interstate commerce in connection with the services
14 recited in the ‘678 Registration was false.

15 159. Defendant Labs knew at the time it made the statement in the sworn
16 declaration that it had not used the Mark in interstate commerce in connection
17 with the services identified in the ‘678 Registration, and, in particular, that
18 Defendant Labs had not used the Mark in interstate commerce in connection with
19 “legal services.”

20 160. Defendant Labs’ statement to the USPTO attesting that Defendant
21 Labs was using the Mark in interstate commerce in connection with the services
22 recited in the ‘678 Registration was a material misrepresentation that was
23 intended to deceive the USPTO into issuing the registration. Such statements were
24 material because the USPTO would not have permitted Defendant Labs to obtain
25 the ‘678 Registration in the absence of Defendant Labs attesting that it had met
26 the requirement of use in interstate commerce.

27 161. Defendant Labs’ false statements were material to the issuance of the
28 ‘678 Registration, Defendant knew that the statements were false at the time

1 Defendant made them, and Defendant knowingly made the false statements with
2 the intent to deceive the USPTO into issuing the '678 Registration.

3 162. The USPTO reasonably relied on the truth of Defendant's false
4 statements and, in reliance on Defendant's false statements, did in fact permit
5 issue to Defendant Labs the '678 Registration.

6 163. Defendants' allege that Defendant Law is the exclusive licensee of
7 the Mark. A valid trademark license requires actual quality control.

8 164. Defendant Labs cannot exercise actual quality control over
9 Defendant Law. Defendant Labs' inability to exercise quality control over
10 Defendant Law's use of the Mark means the alleged license was a naked license.

11 165. Based upon the foregoing, Plaintiffs seeks an order from this Court
12 directing the Director of the USPTO to cancel the '678 Registration for fraud in
13 the procurement.

14 **COUNT VI**

15 **FALSE ADVERTISING UNDER 15 U.S.C. § 1125(a)**

16 166. Plaintiffs reallege and incorporates by reference each of the
17 foregoing paragraphs of the Complaint as though fully set forth herein.

18 167. Defendants made false or misleading statements of fact in
19 commercial advertising or promotion on www.atticus.com.

20 168. Defendants' false or misleading statements were made in interstate
21 commerce on a nationally accessible website directed to consumers and lawyers
22 across multiple states.

23 169. Defendant Labs is not a law firm and provides lawyer referral
24 services. When a consumer visit's the website of Defendant Labs, they find
25 information related to the lawyer referral services provided.

26 170. The website of Defendant Labs include a claim in the footer of the
27 website that it is a law firm, specifically identifying the law firm as Defendant
28 Law.

1 171. Defendant Labs relies on rules governing attorney conduct to justify
2 its sharing of attorney fees, even though Defendant Labs is the entity providing
3 referral services.

4 172. Defendant Byker knew that a law firm cannot be owned by non-
5 attorneys in California when he formed Defendant Law and Defendant Labs.

6 173. Defendant Byker attempted to create a structure that allows an entity
7 that is not a law firm to profit from the sharing of attorneys' fees by having
8 Defendant Law be the consumer facing entity, even though Defendant Labs is the
9 entity providing the services and receiving the payments.

10 174. Consumers visiting the website of Defendant Labs would be
11 deceived into believing that the referral services are provided by Defendant Labs.

12 175. Consumers visiting the website of Defendant Labs would be
13 deceived into believing that the legal services are provided by Defendant Law.

14 176. Plaintiffs have suffered economic harm due to the conduct of
15 Defendants because Plaintiffs were denied property rights to which they were
16 entitled when Plaintiff Wegman filed his trademark applications. Plaintiffs have
17 been denied the exclusive rights associated with trademark registration and will
18 have to pay to reapply to register Plaintiff's Atticus trademarks.

19 177. Plaintiffs are entitled to injunctive relief, damages to the extent
20 recoverable, disgorgement to the extent permitted, costs, and all other relief
21 available under the Lanham Act.

22 **COUNT VII**

23 **VIOLATION OF CAL. BUS. & PROF. CODE § 6155**

24 178. Plaintiffs reallege and incorporates by reference each of the
25 foregoing paragraphs of the Complaint as though fully set forth herein.

26 179. Cal. Bus. and Prof. Code § 6155(a) states that "[a]n individual,
27 partnership, corporation, association, or any other nongovernmental entity shall
28 not operate for the direct or indirect purpose, in whole or in part, of referring

1 potential clients to attorneys. . . unless . . . [t]he service is certified by the State
2 Bar of California.”

3 180. On information and belief, the State Bar’s Lawyer Referral Service
4 Rules define a “Lawyer Referral Service” to include any entity that “operates for
5 the direct or indirect purpose of referring potential clients to lawyers,” whether or
6 not the entity uses the term “referral service.”

7 181. Through the conduct alleged herein, Defendants operate for the
8 direct or indirect purpose, in whole or in part, of referring potential clients to
9 attorneys, including by holding themselves out as a service that helps consumers
10 find and choose lawyers; collecting consumer information; vetting or selecting
11 attorneys or law firms from a “network”; transmitting leads to lawyers and law
12 firms; scheduling consultations; routing calls; and otherwise connecting
13 consumers to attorneys not selected solely by the consumer.

14 182. For example, Defendants publicly state that they “request a
15 percentage of whatever fees the receiving lawyer earns” and “fund [their] service”
16 through “fee-sharing with attorneys to whom [they] refer cases,” reflecting that
17 Defendants’ business model is to refer matters to lawyers in exchange for
18 consideration.

19 183. Defendants’ conduct constitutes “certifiable referral activity” and
20 does not constitute permissible joint advertising under § 6155(g) because
21 Defendants refer consumers to attorneys or law firms not identified by name in
22 the advertising and whom the consumer does not independently select and initiate
23 contact with. On information and belief, none of the Defendants, individually or
24 collectively, provide legal services.

25 184. On information and belief, none of the Defendants, either
26 individually or collectively, have registered or certified as a lawyer referral
27 service with the California State Bar.

28 185. On information and belief, Defendants are not exempt from Cal. Bus.

1 and Prof. Code § 6155 under subdivision (c), including because Defendants do
2 not operate a plan of legal insurance, a qualifying prepaid legal plan, a pro bono
3 referral program, or a nonprofit partnering with a referral service within the
4 meaning of the statute.

5 186. On information and belief, Defendants have not registered with, and
6 are not certified as, a lawyer referral service by the State Bar of California and are
7 not operating in conformity with the minimum standards and rules governing
8 lawyer referral services.

9 187. By operating a lawyer referral service without State Bar certification
10 as alleged herein, Defendants have violated Cal. Bus. & Prof. Code § 6155.

11 188. Business and Professions Code § 6156.5 authorizes any person to
12 bring a civil action for a violation of § 6155 and to recover statutory damages of
13 \$5,000 up to \$100,000 per violation (or three times actual damages, whichever is
14 larger), attorney's fees, and injunctive or declaratory relief.

15 189. Defendants' violations are ongoing and, at minimum, have occurred
16 on and after January 1, 2026. As a direct and proximate result of Defendants'
17 violations, Plaintiffs have suffered harm, including lost business, diversion of
18 prospective clients, and the costs necessitated by this action, such that Plaintiffs
19 are entitled to recover statutory damages and all other available relief.

20 190. Plaintiffs seeks the remedies available under Cal. Bus. & Prof. Code
21 § 6156.5, including statutory damages, attorneys' fees, injunctive relief
22 prohibiting Defendants from operating an uncertified lawyer referral service, and
23 such further relief as the Court deems proper.

24 **COUNT VIII**

25 **UNFAIR COMPETITION UNDER CAL. BUS. & PROF.**

26 **CODE § 17200, et seq.**

27 191. Plaintiffs reallege and incorporates by reference Paragraphs 1
28 through 68 of the Complaint as though fully set forth herein.

1 192. California’s Unfair Competition Law (UCL), Business and
2 Professions Code § 17200, prohibits any “unlawful, unfair or fraudulent business
3 act or practice.”

4 193. The “unlawful” prong of the UCL “borrows” violations of other laws
5 and treats them as independently actionable unfair competition.

6 194. Plaintiffs have suffered injury in fact and has lost money or property
7 as a result of Defendants’ unlawful, unfair, and/or fraudulent business acts and
8 practices, including but not limited to loss of prospective clients and business
9 opportunities, diversion of business, and expenses incurred responding to and
10 investigating Defendants’ conduct.

11 195. As alleged throughout the Complaint, Defendants have engaged in
12 unlawful business acts and practices, including operating an uncertified lawyer
13 referral service in violation of Cal. Bus. and Prof. Code § 6155.

14 196. On information and belief, Defendants have not been certified by the
15 State Bar of California as a lawyer referral service and are not operating in
16 conformity with applicable minimum standards and rules governing lawyer
17 referral services.

18 197. Because Defendants’ practices violate § 6155, Defendants have
19 committed “unlawful” business acts and practices within the meaning of Cal. Bus.
20 and Prof. Code § 17200.

21 198. On information and belief, none of the Defendants, individually or
22 collectively, provide legal services.

23 199. On information and belief, none of the Defendants, either
24 individually or collectively, have registered or certified as a lawyer referral
25 service with the California State Bar.

26 200. Because Defendants are not registered or certified as a lawyer
27 referral service with the California State Bar, Defendants are unlawfully operating
28 in violation of California State law.

1 201. Independently, and as alleged throughout the Complaint, Defendants'
2 acts and practices are unfair because they distort competition in the market for
3 legal services advertising and client acquisition by using an unlawful referral
4 model and associated practices that harm competitors and/or threaten harm to
5 competition.

6 202. Independently, and as alleged throughout the Complaint, Defendants'
7 acts and practices are fraudulent because they are likely to deceive members of
8 the public regarding, among other things, the nature of Defendants' services and
9 any affiliation, sponsorship, or connection between Plaintiff Law and Defendants.

10 203. Specifically, as a consequence of Defendants' acts and omissions,
11 Plaintiffs are entitled to a preliminary and permanent injunction against
12 Defendants restraining them, and each of them, from misappropriation and false
13 utilization of the Mark as well as any confusingly similar variations thereof from
14 any further effort, publication, or act and omission which has the effect of leading
15 Plaintiff Law's customers and the general public into believing there is any
16 affiliation of any kind whatsoever between Plaintiff and Defendants.

17 204. Plaintiffs have suffered economic harm due to the conduct of
18 Defendants because Plaintiffs were denied property rights to which they were
19 entitled when Plaintiff Wegman filed his trademark applications. Plaintiffs have
20 been denied the exclusive rights associated with trademark registration and will
21 have to pay to reapply to register Plaintiff's Atticus trademarks.

22 205. Plaintiffs have lost money or property as a result, including, costs
23 incurred investigating and responding to Defendants' conduct.

24 206. Pursuant to Cal. Bus. and Prof. Code § 17203, Plaintiffs also seek
25 restitutionary relief to restore to Plaintiffs the legal fees and filing fees associated
26 with his trademark applications, and any other money or property acquired from
27 Plaintiffs by means of Defendants' unfair competition, to the extent applicable.

28

COUNT IX

FALSE ADVERTISING UNDER CAL. BUS. & PROF. CODE § 17500, et seq.

207. Plaintiffs reallege and incorporates by reference Paragraphs 1 through 82 of the Complaint as though fully set forth herein.

208. California's False Advertising Law (the FAL), Business and Professions Code § 17500, prohibits any person or entity, with the intent to induce the public to enter into any obligation or transaction, from making or disseminating any statement in connection with the sale or performance of services which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

209. As alleged throughout the Complaint, Defendants have engaged in false or misleading statements made in advertising, including misleading consumers that Defendants can provide legal analysis and advice in all 50 states, that Defendants are not a lawyer referral service, and that Defendants provide legal services, among others.

210. On information and belief, Defendants have not been certified by the State Bar of California as a lawyer referral service and are not operating in conformity with applicable minimum standards and rules governing lawyer referral services.

211. On information and belief, Defendants are not licensed to practice law in any state outside of California, and do not employ attorneys licensed to practice law in each of the 49 states outside of California.

212. On information and belief, Defendants do not, individually or collectively, provide legal services.

213. Because Defendants are not registered or certified as a lawyer referral service with the California State Bar, Defendants' statements about providing legal analysis and advice, and about Defendants' not being a lawyer referral service, are false and/or misleading, including because such statements

1 are likely to deceive members of the public regarding, among other things, the
2 nature of Defendants' services and any required certification, registration,
3 affiliation, sponsorship, or connection necessary to provide those services.

4 214. Independently, and as alleged throughout the Complaint, Defendants'
5 acts and practices are false and/or misleading within the meaning of the FAL
6 because they are likely to deceive members of the public regarding, among other
7 things, the nature, characteristics, and legal authorization of Defendants' services.

8 215. Independently, and as alleged throughout the Complaint, Defendants'
9 acts and practices are fraudulent because they are likely to deceive members of
10 the public regarding, among other things, the nature of Defendants' services and
11 any affiliation, sponsorship, or connection between Plaintiffs and Defendants.

12 216. Plaintiffs have suffered economic harm due to the conduct of
13 Defendants because Plaintiffs were denied property rights to which they were
14 entitled when Plaintiff Wegman filed his trademark applications. Plaintiffs have
15 been denied the exclusive rights associated with trademark registration and will
16 have to pay to reapply to register Plaintiffs' Atticus trademarks.

17 217. Plaintiffs have lost money or property as a result, including, costs
18 incurred investigating and responding to Defendants' conduct.

19 218. Plaintiffs have suffered injury in fact and has lost money or property
20 as a result of Defendants' false or misleading statements made in advertising,
21 including but not limited to loss of prospective clients and business opportunities,
22 diversion of business, and expenses incurred responding to and investigating
23 Defendants' conduct.

24 219. Specifically, as a consequence of Defendants' acts and omissions,
25 Plaintiffs are entitled to a preliminary and permanent injunction against
26 Defendants restraining them, and each of them, from continuing to make or
27 disseminate the false or misleading advertising statements and representations
28 alleged herein, including any advertising that misappropriates and/or falsely

1 utilizes the Mark (or any confusingly similar variations thereof) or otherwise has
2 the effect of leading Plaintiff Law's customers and the general public to believe
3 there is any affiliation, sponsorship, or connection of any kind whatsoever
4 between Plaintiffs and Defendants.

5 220. Pursuant to Cal. Bus. and Prof. Code § 17535, Plaintiffs also seek
6 restitutionary relief to restore to Plaintiffs any money or property acquired by
7 means of Defendants' false advertising, to the extent applicable and permitted.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs pray for relief and requests judgment against Defendants
10 as follows:

11 1. For a declaration that Plaintiffs' use of "ATTICUS," including
12 Plaintiffs' use in the name "ATTICUS INJURY LAW" in connection with
13 Plaintiffs' legal services, does not infringe any valid and enforceable trademark
14 rights of Defendants, and that Plaintiffs are not liable to any Defendant for
15 trademark infringement based on such use;

16 2. For a declaration that U.S. Trademark Registration No. 5,793,678 is
17 invalid, unenforceable and/or obtained through fraud;

18 3. For a declaration that U.S. Trademark Registration No. 5,793,678
19 and all trademark rights associated therewith have been abandoned through naked
20 licensing and cancellation of the Registration due to Defendants' abandonment;

21 4. For an order canceling U.S. Trademark Registration No. 5,793,678
22 pursuant to 15 U.S.C. § 1119, and directing that the Court's order be certified to
23 the Director of the United States Patent and Trademark Office for appropriate
24 action;

25 5. For judgment that Defendants have violated Cal. Bus. and Prof. Code
26 § 17200, et seq.;

27 6. For judgment that Defendants have violated Cal. Bus. and Prof. Code
28 § 17500;

1 7. For judgment that Defendants have violated Cal. Bus. and Prof. Code
2 § 6155;

3 8. For statutory damages pursuant to Cal. Bus. and Prof. Code § 6156.5
4 in an amount to be determined at trial, including statutory damages of not less
5 than \$5,000 and not more than \$100,000 per violation, or three times Plaintiffs'
6 actual damages, whichever is greater;

7 9. For preliminary and permanent injunctive relief enjoining
8 Defendants, and all persons acting in concert with them, from engaging in the
9 unlawful, unfair, fraudulent, and/or false or misleading acts and practices alleged
10 in the Complaint, including making or disseminating false or misleading
11 advertising in violation of Cal. Bus. & Prof. Code § 17500 and operating or
12 marketing an uncertified lawyer referral service in violation of Cal. Bus. and Prof.
13 Code § 6155;

14 10. For restitution and other equitable relief as permitted under Cal. Bus.
15 and Prof. Code §§ 17203 and 17535, to the extent applicable;

16 11. For Plaintiffs' reasonable attorneys' fees pursuant to Cal. Bus. and
17 Prof. Code § 6156.5 and any other applicable authority;

18 12. For costs of suit incurred herein;

19 13. For pre-judgment and post-judgment interest as allowed by law; and

20 14. For such other and further relief as the Court deems just and proper,
21 including such additional relief as may be necessary or proper based on the
22 declaratory judgments entered in this action.

REQUEST FOR JURY TRIAL

Pursuant to the Local Rules and the Federal Rules of Civil Procedure,
Plaintiffs hereby requests trial by jury on all issues triable thereby.

Respectfully submitted,

Dated: June 16, 2026

By: /s/ Nathan Camuti

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