

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

ADAM BEHRENDT,
*on behalf of himself and all others similarly
situated,*

Plaintiff,

v.

UNITEDLEX CORPORATION,

Defendant.

Case No.

PROPOSED CLASS ACTION

JURY TRIAL DEMANDED

CLASS-ACTION PETITION

INTRODUCTION

1. This case is about the breach of data in the possession of a company meant to specialize in the protection of highly sensitive information. Plaintiff is a former employee of Defendant UnitedLex Corp. In April 2023, he noticed unusual events suggesting that his personal information, such as his Social Security number and bank account number - his Personally Identifiable Information or PII—had been compromised. It became evident, for idiosyncratic reasons, that Plaintiff's PII had been compromised because of that data breach. However, he had discovered this on his own—UnitedLex Corp. didn't proactively inform him that his sensitive information had been compromised after failing to safeguard the information with which he'd entrusted it.

PARTIES

2. Plaintiff is a natural person and citizen of Lee's Summit, Missouri.

3. Defendant UnitedLex Corp. (“ULX”) is a Delaware corporation with its principal place of business in Overland Park, Kansas. It can be served by serving its registered agent: Corporate Creations Network, Inc., 4601 E. Douglas Ave. #700, Wichita, Kansas 67218.

4. ULX also has some number of subsidiaries or affiliates, including, but not limited to, ULX Partners, LLC, and ULX Manager LLC. Plaintiff names as Defendant only the corporate parent, UnitedLex Corp. Amendment to add further defendants may be necessary as Plaintiff acquires further information, whether or not via discovery.

JURISDICTION & VENUE

5. This Court has both subject-matter and personal jurisdiction over this action because it is an action under Missouri law and ULX has maintained sufficient minimum contacts with Missouri to establish personal jurisdiction therein.

6. Venue in this Court is proper because the events and/or omissions giving rise to this complaint occurred largely, if not wholly, in Jackson County, Missouri, of which Plaintiff is a resident. RSMo. § 508.010.4.

FACTS COMMON TO ALL COUNTS: PLAINTIFF’S EXPERIENCE

7. Plaintiff is a former employee of ULX. He worked there from, approximately, February 2019 until August 2022. Plaintiff is an IT specialist.

8. Plaintiff files his own taxes. When he went to undertake his 2022 filing on or about April 16, 2023, he found he couldn’t *because his taxes had already been filed*. He discovered that his taxes had been filed on April 14th and later received a Jackson

Hewitt debit card, even though he didn't use Jackson Hewitt. Plaintiff was compelled to file a theft affidavit with the IRS.

9. On April 18, 2023, Plaintiff received a text message from the phone of ULX CEO Daniel Reed. The message stated that Mr. Reed had an "urgent task" for Plaintiff. This was, of course, unusual given that Plaintiff hadn't worked at ULX for about eight months.

10. On April 27th, someone attempted to port out Plaintiff's work cell-phone number. He called his provider and had that infiltration attempt stopped.

11. Plaintiff also experienced an ongoing series of fraudulent charges on his bank account. These resulted in a number of overdraft charges.

12. Someone also attempted to change the mailing address for Plaintiff's bank account.

13. Plaintiff had to initiate a credit freeze.

14. Plaintiff has also experienced a substantial number of spam text messages.

UNITEDLEX CORPORATION & THE DATA BREACH

15. ULX is, broadly, a data-intensive business that specializes in litigation, including as to case management and consulting for major litigation involving institutional clients.

16. As such, ULX knew, or certainly should have known, of its legal responsibility, under Missouri law, to timely notify victims following discovery of the breach. *See* R.S.Mo. § 407.1500.2.

17. On information and belief, ULX's data-security systems were inadequate, particularly given the sensitive, confidential nature of the information ULX possessed.

18. ULX acted negligently and/or with reckless disregard as to Plaintiff's rights when it failed to timely inform him that his PII was compromised in the data breach.

19. On information and belief, ULX made a strategic decision to not inform former employees and/or independent contractors that their PII had been compromised.

20. Discovery is required as to the specifics of the breach. As described, ULX has actively concealed those specifics. Because of ULX's active concealment, as well as its failure to proactively provide Plaintiff and the putative class with notice, Plaintiff's knowledge of the breach has largely been acquired through his own research. It's conceivable, for example, that there was more than one breach or that the breach was long-running; that ULX informed others but not employees or contractors; etc. Herein, for simplicity and because of necessity, Plaintiff has referred to the germane incident as a "data breach", which seemingly occurred in early March 2023.

21. Plaintiff has suffered injury because of ULX's failure to protect his personal information. Such injury includes but isn't limited to invasion of privacy, inconvenience and lost time, stress and anxiety, fraudulent charges to his bank account, diminution in the value of his PII, and emotional distress.

22. Plaintiff is the father of two children, recently divorced, and, again, an IT specialist. ULX's failure to protect his PII has caused him significant emotional distress and wasted time, including time in which he could have been earning income.

23. Plaintiff's injury is also evolving and potentially expansive—this is the nature of identity theft resulting from data breaches. Plaintiff may continue to experience the negative impact of this breach for decades.

CLASS ALLEGATIONS

24. Plaintiff brings this action on behalf of himself, and all other persons similarly situated, pursuant to Missouri Rule of Civil Procedure 52.08.

25. Plaintiff proposes that he represent all persons who meet the following definition (the "Class"):

All former and current employees and independent contractors of UnitedLex Corp. whose personally identifiable information ("PII") was exposed during the data breach described herein.

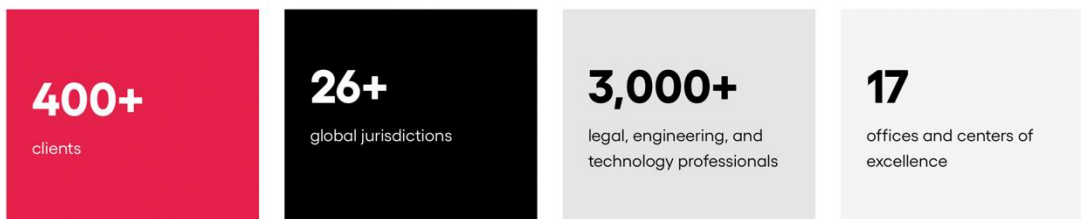
26. Plaintiff reserves the right to amend the foregoing class definition and/or to define sub-classes before this Court determines whether certification is appropriate.

27. Excluded from the Class are (a) all Missouri state-court judges and members of their families within the first degree of consanguinity, (b) ULX's officers and directors and counsel of record, and (c) any state or political subdivisions of a state.

28. **Numerosity.** The Class is so numerous that joinder of all Class members is impracticable. While discovery is required as to the precise number of Class members,

Our global footprint.

Our business is anchored by a passion for innovation brought to life by a global community of diverse individuals determined to deliver on the promise of data mastery, legal acumen, and human ingenuity.



ULX presently has, per its website, employs over 3,000 professionals:

ULX was, per its website, founded in 2006. Given the current number of employees and relatively high natural turnover in the labor market, it's likely that the personal information of thousands of *former* employees and/or independent contractors was compromised during the breach.

29. **Commonality.** This case presents material questions of law and fact common to the Class. Such questions include, but are not limited to:

- Did ULX suffer a data breach that involved former employees' PII;
- Were the Class members' Social Security numbers stolen during the ULX breach;
- Were the Class members' bank account numbers stolen during the ULX breach;
- Did ULX provide notice of the breach to the Class members within a reasonable amount of time;
- Did ULX provide notice of the breach to the Class members at all;

- Did ULX owe the Class members a duty of reasonable care in preventing the theft of their personal information;
- Was ULX negligent in failing to prevent the data breach;
- Did ULX owe the Class members a duty of reasonable care to timely inform them of the data breach once ULX discovered the same;
- Was ULX negligent in failing to inform and/or timely inform Class members of the data breach;
- Did ULX have an implied contract with the Class members to reasonably safeguard their personal information;
- Did ULX breach its implied contract with the Class members by failing to reasonably safeguard their personal information;
- Did ULX have an implied contract with the Class members to reasonably notify them following discovery of the theft their personal information;
- Did ULX breach its implied contract with the Class members by failing to reasonably notify them following the theft of their personal information;
- Did ULX act with reckless disregard as to the rights of Class members by failing to inform them, or timely inform them, of the theft of their personal information;
- Did Class members sustain damages as a result of ULX's negligence; and
- Did Class members sustain damages as a result of ULX's breach of implied contract.

30. **Typicality.** Plaintiff's claims are typical of the Class members' claims. The rights of Plaintiff and the other Class members were violated in a virtually identical manner as a direct and/or proximate result of ULX's willful, reckless and/or negligent actions and/or inaction as to the data breach. Further, all such claims:

- Present the same elements and burden of proof;
- Rely upon Defendant's same course of conduct;
- Rely upon the same legal arguments; and
- Rely upon the same methods to measure damages.

31. **Adequacy.** Plaintiff and the undersigned counsel are adequate to represent the Class. Plaintiff will fairly and adequately protect the interests of the Class and Plaintiff's counsel are qualified, experienced class-action lawyers who are able to devote the time and resources necessary to represent Plaintiff and the Class.

32. **Predominance.** The questions of law and fact common to the Class members predominate over any questions affecting only individual Class members. Defendant's course of conduct will be discovered without any need for participation by individual Class members.

33. **Superiority.** A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. This action presents textbook facts and circumstances for the certification of a class action so as to afford each individual Class member a fair and efficient manner by which to prosecute their common claims and, likewise, a fair and efficient manner by which Defendant may defend such claims.

34. **Individual Control.** The interests of individual Class members are best served by certifying this case as a class action. Class members' individual actual damages may be relatively small. By contrast, the undersigned counsel believe they will be compelled to invest hundreds of thousands, if not millions, of dollars in time, costs, and expenses in prosecution of this action in order to best prosecute (and win) these Class claims. If counsel represented only Plaintiff, counsel would nevertheless be compelled to expend substantially the same time, costs, and expenses in the prosecution of this action on behalf of Plaintiff, individually. That is, a class action presents desirable economies of scale in litigating this matter.

35. This Court will not experience any material difficulties in its management of this matter as a class action.

COUNT I:

NEGLIGENCE

(on behalf of Plaintiff and all Class members)

36. Plaintiff incorporates here by reference all previous paragraphs, as if fully reiterated herein.

37. Plaintiff and the Class members, as part of their employment and/or contracting agreement with Defendant, provided Defendant sensitive personal information.

38. Defendant owed a duty to Plaintiff and all Class members to safeguard and protect their sensitive personal information, including Social Security numbers and bank-account numbers.

39. Defendant breached that duty by failing to exercise reasonable care in safeguarding Plaintiff's and the other Class members' personal information.

40. Defendant also owed Plaintiff and the Class members a duty of care to *inform* them of the theft of their personal information within a reasonable amount of time of ascertaining the same.

41. It was reasonably foreseeable that Defendant's failure to exercise reasonable care in safeguarding Plaintiff's and the other Class members' personal information would result in an unauthorized third-party gaining access to such information without a lawful purpose.

42. It was reasonably foreseeable that Defendant's failure to exercise reasonable care in notifying Plaintiff and the Class members as to the theft of their personal information would handicap their ability to mitigate damages from that theft.

43. Plaintiff and the other Class members suffered, are reasonably certain to continue to suffer, and/or are reasonably certain to suffer damages as a direct and proximate result of Defendant's failure to secure their personal information and notify them of the breach. Such damages may come in forms including, but not limited to, expenses for credit monitoring; identity-theft insurance; out-of-pocket expenses; invasion of privacy; lost or delayed tax refunds; wasted time; diminution in the value of their personal information; and emotional distress, all of which entitles Plaintiff and the Class members to compensation.

44. Defendant's wrongful actions and/or inactions as to prevention and notice of the data breach entailed, and continue to entail, negligence under the common law.

COUNT II:
BREACH OF IMPLIED CONTRACT
(on behalf of Plaintiff and all Class members)

45. Plaintiff incorporates here by reference all previous paragraphs, as if fully reiterated herein.

46. Plaintiff and the Class members, as part of their employment and/or contracting agreement with Defendant, provided Defendant sensitive personal information.

47. In providing such personal information, Plaintiff and the other members of the Class entered an implied contract with Defendant, whereby Defendant became obligated to reasonably safeguard their personal information.

48. Under that implied contract, Defendant was obligated to not only safeguard that personal information but also to provide Plaintiff and the class members with prompt, adequate notice of any data breach or otherwise unauthorized access of said information.

49. Defendant breached the implied contract with Plaintiff and the other Class members by failing to take reasonable measures to safeguard their personal information.

50. Defendant also breached the contract with Plaintiff and the other Class members by failing to provide them prompt, adequate notice of the data breach.

51. This breach of implied contract occurred under the common law.

52. Defendant acted with reckless disregard as to Plaintiff's rights, and the rights of the Class members, when it failed to timely inform them that their personal information was compromised in the data breach.

53. Plaintiff and the other Class members suffered, are reasonably certain to continue to suffer, and/or are reasonably certain to suffer damages as a direct and proximate result of Defendant's failure to secure their personal information and notify them of the breach. Such damages may come in forms including, but not limited to, expenses for credit monitoring; identity-theft insurance; out-of-pocket expenses; invasion of privacy; lost or delayed tax refunds; wasted time; diminution in the value of their personal information; and emotional distress, all of which entitles Plaintiff and the Class members to compensation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all Class members, prays for the following relief:

- An Order certifying the Class as requested herein, designating Plaintiff as Class representative and appointing Plaintiff's counsel as lead counsel for the Class;
- Judgment entered in favor of Plaintiff and all Class members and against Defendant in an amount that is fair and reasonable as determined by a jury at trial;
- Pre- and post-judgment interest at the maximum rate permitted by applicable law;
- All costs incurred in connection with this action; and
- Such other relief, at law or in equity, as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the other Class members, respectfully demands a trial by jury on all claims and causes of action so triable.

Respectfully submitted,

/s/ Bryce B. Bell

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