

**IN THE CIRCUIT COURT OF SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS**

BENJAMIN DANIEL,

Plaintiffs,

Docket No.:
JURY DEMANDED

v.

SCHURGER SHUNNARAH TRIAL
ATTORNEYS, LLP; ALEXANDER
SHUNNARAH; ROBERT SCHUERGER II
and CONSTITUTIONAL ADVOCATES
FOR VICTIMS RIGHTS, INC.

Defendants.

COMPLAINT

COMES NOW the Plaintiff, by and through the undersigned counsel of record, and for cause of action against Defendants, would respectfully state as follows:

PARTIES

1. Plaintiff Benjamin Daniel is an adult resident citizen of Shelby County, Tennessee.
2. Defendant Schuerger Shunnarah Trial Attorneys LLP is a limited liability partnership formed under the laws of the State of Tennessee, with its principal office address at 1001 Kingsmill Parkway, Suite 101, Columbus, Ohio 43229-1129, and its registered agent is Registered Agents Inc., 116 Agnes Road, Suite 200, Knoxville, Tennessee
3. Upon information and belief, Defendant Alexander Shunnarah is an adult resident citizen of Jefferson County, Alabama, residing at 2000 Ves Trace Circle, Vestavia, AL 35216. At all times pertinent, Defendant Alexander Shunnarah is a partner and officer in Schuerger Shunnarah Trial Attorneys, LLP.

4. Upon information and belief, Defendant Robert Schuerger is an adult resident citizen of Franklin County, Ohio, residing at 1858 Arlington Avenue, Columbus, Ohio 43212. At all times pertinent, Defendant Robert Schuerger is a partner and officer in Schuerger Shunnarah Trial Attorneys, LLP.

5. Defendant Constitutional Advocates for Victims Rights, Inc. is a Florida Not-For-Profit Corporation, with its principal office address at 1467 SE Village Green Dr 10, Port St Lucie, FL 34952, and its registered agent is Natalie A. Leone at 2234 NE Pine Ridge St, Jensen Beach, FL 34957.

JURISDICTION AND VENUE

Plaintiff incorporates by reference as if fully set forth verbatim each and every allegation in the Complaint.

6. This Court has jurisdiction.
7. Venue is proper in Shelby County.
8. This Complaint was filed within the applicable statute of limitations.
9. Defendant Schuerger Shunnarah Trial Attorneys, LLP was properly served with process.
10. Defendant Alexander Shunnarah was properly served with process.
11. Defendant Robert Schuerger was properly served with process.
12. Defendant Constitutional Advocates for Victims Rights was properly served with process.

DEFINITIONS

13. Whenever the term “Defendants” is utilized within this lawsuit, the term collectively refers to and includes all named Defendants in this lawsuit.

14. Whenever in this lawsuit it is alleged that Defendant Schuerger Shunnarah Trial Attorneys did any act of thing or failed to do any act or thing, it is meant that the officers, agents, or employees of Defendant Schuerger Shunnarah Trial Attorneys performed, participated in, or failed to perform the act of thing while in the course and scope of their employment and or agency with Defendant Schuerger Shunnarah Trial Attorneys.

15. Whenever in this lawsuit it is alleged that Defendant Constitutional Advocates for Victims Rights did any act of thing or failed to do any act or thing, it is meant that the officers, agents, or employees of Defendant Constitutional Advocates for Victims Rights performed, participated in, or failed to perform the act of thing while in the course and scope of their employment and or agency with Defendant Constitutional Advocates for Victims Rights

NATURE OF DEFENDANT DEFENDANTS' LIABILITY

13. Defendant Schuerger Shunnarah Trial Attorneys is directly liable for its own corporate negligence as well as for the acts and omissions of its servants, employees, and agents, including all other Defendants, by virtue of the doctrines of agency, apparent agency, implied agency, employer/employee relations, master-servant relations, loaned servant relations, joint-venture, joint and several liability, respondeat superior, vicarious liability, contract and as a result of its non-delegable duty to comply with both state and federal regulatory schemes.

14. Defendant Constitutional Advocates for Victims Rights is directly liable for its own corporate negligence as well as for the acts and omissions of its servants, employees, and agents by virtue of the doctrines of agency, apparent agency, implied agency, employer/employee relations, master-servant relations, loaned servant relations, joint-venture, joint and several liability, respondeat superior, vicarious liability, contract and as a result of its non-delegable duty to comply with both state and federal regulatory schemes.

15. Joint Enterprise: The Defendants operated their solicitation business as a joint enterprise. The Defendants engaged in a joint venture and acted in concert in the operation and management of their systematic solicitation scheme targeting motor vehicle accident victims. The Defendants entered into an agreement with the common purpose of operating and managing the solicitation business and had an equal right to control their venture as a whole, as well as to control the operation and management of the solicitation activities, and shared a mutual pecuniary interest in the profits and benefits derived from the solicitation activities.

16. Upon information and belief, an entity identifying itself as the “Accident Resource Center” participated in the solicitation scheme described herein. The precise legal identity and registration status of this entity are presently unknown. Plaintiff alleges that the Accident Resource Center acted as an agent or alter ego of Defendant Constitutional Advocates for Victims Rights and/or Defendant Schuerger Shunnarah Trial Attorneys.

FACTUAL ALLEGATIONS

17. This cause of action arises from systematic illegal solicitation of motor vehicle accident victims in violation of Tennessee Rule of Professional Conduct 7.3 and Tennessee consumer protection laws.

18. These Defendants have a known history of shady and illegal solicitation of victims of car crashes. As such, the Defendants’ conduct alleged herein was done intentionally and with full knowledge that their conduct was improper and unethical.

19. A copy of this lawsuit is being submitted to the Tennessee Board of Professional Responsibility contemporaneously herewith.

20. The purpose of this lawsuit is to shine light on the unethical misconduct of these Defendants and to protect future individuals from the predatory practices of Shunnarah.

21. On June 17, 2025, Plaintiff was involved in a motor vehicle accident in Memphis, Tennessee, wherein he was struck from behind by another vehicle.

22. Plaintiff provided his telephone number to the responding police officer for inclusion in the police report, which information is redacted from public versions of such reports.

23. Within forty-eight (48) hours of the accident, Plaintiff received more than ten (10) unsolicited telephone calls from various numbers attempting to solicit him for legal representation and medical treatment.

24. On June 19, 2025, Plaintiff received a call from an individual (“the caller”) who stated he was calling in regard to Plaintiff’s recent accident.

25. The caller, who identified himself as a representative of the “Accident Resource Center,” claimed he was “solely on the medical end” and stated, “I do not work for or represent any car insurance companies or attorneys.”

26. The caller falsely and fraudulently claimed he was calling to help Plaintiff obtain medical treatment and was not affiliated with a law firm.

27. The caller falsely and fraudulently offered to arrange for medical treatment at a local chiropractor and a cash advance.

28. During the call, the caller transferred Plaintiff to a representative of Defendant Constitutional Advocates for Victims Rights, introducing her as my patient care coordinator, as though they were working together.

29. The representative from Defendant Constitutional Advocates for Victims Rights scheduled Plaintiff for an immediate medical appointment at Dynamic Medical and Rehab for the same day.

30. The representative from Defendant Constitutional Advocates for Victims Rights then transferred Plaintiff to a “legal team” for what she described as a required “consultation prior to arrival.”

31. The “legal team” that Plaintiff was transferred to was a representative from Defendant Schuerger Shunnarah Trial Attorneys.

32. In an effort to entice Plaintiff into agreeing to hire Defendant Schuerger Shunnarah Trial Attorneys, the representative from Defendant Schuerger Shunnarah Trial Attorneys claimed Attorney Schuerger agreed to lower his fee to a flat 25% because Plaintiff had been referred by Defendant Constitutional Advocates for Victims Rights, instead of charging 33% or 40%, which is standard in the industry.

33. The representative from Defendant Schuerger Shunnarah Trial Attorneys attempted to induce Plaintiff to sign a contract with the firm repeatedly stating it would “expire” and warning that, without Plaintiff’s signature, the Plaintiff’s entitlement to 25% could not be guaranteed if not signed immediately.

34. The Representative from Defendant Schuerger Shunnarah Trial Attorneys falsely and fraudulently claimed on multiple occasions the forms were “not binding” but we simply needed to go to the doctor’s appointment, when in fact the documents were a formal contract creating a binding attorney-client relationship.

35. The actual contract sent to Plaintiff specified fees of “Twenty-Five percent (25.00%) of the GROSS settlement or recovery” for most cases, but “Forty percent (40.00%) of the gross settlement or recovery if said case has been filed in a court of law,” contradicting the representative’s claim of a flat 25% fee with no other fees.

36. In an effort to conceal their misconduct, the Attorney Representation Agreement was deleted after Defendant Schuerger Shunnarah Trial Attorneys learned that Plaintiff was an attorney.

37. Upon information and belief, Defendants' ability to contact Plaintiff within 48 hours of his accident, using his personal telephone number, demonstrates that they unlawfully obtained confidential information from the police officer or other restricted sources.

38. Defendants initiated contact with Plaintiff without any prior request or solicitation from Plaintiff.

39. Defendant Schuerger Shunnarah Trial Attorneys and Defendant Constitutional Advocates for Victims Rights work together, with Defendant Schuerger Shunnarah Trial Attorneys either directing the conduct of which Defendant Constitutional Advocates for Victims Rights or working in concert with one another.

40. Defendant Schuerger Shunnarah Trial Attorneys and Defendant Constitutional Advocates for Victims Rights operate across multiple states, including Tennessee and Texas.

41. Upon information and belief, the only legal team to which Defendant Constitutional Advocates for Victims Rights refers individuals is Defendant Schuerger Shunnarah Trial Attorneys.

42. The systematic coordination between the various individuals who spoke with Plaintiff, Defendant Constitutional Advocates for Victims Rights, and Defendant Schuerger Shunnarah Trial Attorneys demonstrates they function as a single enterprise designed to circumvent regulations governing attorney solicitation and the unauthorized practice of law.

43. Upon information and belief, Defendant Alexander Shunnarah, as Co-Founder and partner of Defendant Schuerger Shunnarah Trial Attorneys, has knowledge of, directs, and personally benefits from the solicitation described herein.

44. Upon information and belief, Defendant Robert Schuerger, as Co-Founder and partner of Defendant Schuerger Shunnarah Trial Attorneys, has knowledge of, directs, and personally benefits from the solicitation described herein.

45. Upon information and belief, Defendant Alexander Shunnarah and Defendant Robert Schuerger, as partners and controlling principals of Defendant Schuerger Shunnarah Trial Attorneys, established, authorized, and maintain the policies and procedures that enable the coordinated solicitation activities with Defendant Constitutional Advocates for Victims Rights

LIABILITY

COUNT I: Violations of Tennessee Consumer Protection Act

Plaintiff incorporates by reference as if fully set forth verbatim each and every allegation in the Complaint.

46. Defendants had a duty to conduct themselves in a manner consistent with the Tennessee Consumer Protection Act and to comply with T.C.A. § 47-18-101 et seq. by refraining from unfair, deceptive, or misleading acts or practices in commerce.

47. Defendants were guilty of violating the Tennessee Consumer Protection Act in each of, but not limited to the following ways, each and every one of which constitutes an unfair or deceptive practice and each of which causes ongoing harm to Tennessee consumers:

- a. Violating T.C.A. § 47-18-104(a) by engaging in acts and practices which are deceptive to the consumer or to any other person
- b. Violating T.C.A. § 47-18-104(b)(3) by causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another;

- c. Violating T.C.A. § 47-18-104(b)(5) by representing that they have sponsorship, approval, status, affiliation or connection that they do not have;
- d. Violating T.C.A. § 47-18-104(b)(12) by representing that consumer transactions confer or involve rights, remedies or obligations that they do not have or involve;
- e. Violating T.C.A. § 47-18-104(b)(14) by causing confusion or misunderstanding with respect to the authority of a salesperson, representative or agent to negotiate the final terms of a consumer transaction;
- f. Violating T.C.A. § 47-18-104(b)(21) by using statements or illustrations in solicitations which create a false impression of the grade, quality, quantity, make, value, age, size, color, usability or origin of the goods or services offered; *and*
- g. Violating T.C.A. § 47-18-104(b)(22) by using solicitations containing offers when the offers are not bona fide efforts to sell the advertised goods or services.

48. Defendants' deceptive practices include operating unlicensed entities that engage in law business as defined by T.C.A. § 23-3-101, include but are not limited to, advising consumers regarding legal rights, promising to secure recovery, and soliciting clients for legal services, all without proper licensure in violation of T.C.A. § 23-3-103.

COUNT II: Improper Use of Police Reports

Plaintiff incorporates by reference as if fully set forth verbatim each and every allegation in the Complaint.

49. Defendants had a duty under T.C.A. § 55-10-108(f)–(h) to refrain from unlawfully obtaining or using personally identifying information from confidential accident reports for purposes of commercial solicitation.

50. Defendants breached this duty in each of, but not limited to, the following ways, each and every one of which constitutes a violation of Tennessee law and each of which proximately caused harm to Plaintiff:

- a. Illegally obtaining Mr. Daniel's personally identifying information, including his name, from a confidential police accident report that is expressly protected by law;

- b. Using information obtained from the accident report, whether directly or through follow-up searches, to identify and locate Mr. Daniel's personal contact details; *and*
- c. Using that information to initiate unauthorized solicitation of Mr. Daniel as a client.

COUNT III: Improper Solicitation of Accident Victims by Health Care Prescribers

Plaintiff incorporates by reference as if fully set forth verbatim each and every allegation in the Complaint.

51. Defendants had a duty under T.C.A. § 63-1-129 to refrain from conducting telephonic solicitation of victims of an accident for the purpose of marketing services of the healing arts related to the accident.

52. Defendants breached this duty in each of, but not limited to, the following ways, each and every one of which constitutes a violation of Tennessee law and each of which proximately caused harm to Plaintiff:

- a. Engaging in telephonic solicitation of Plaintiff within forty-eight (48) hours of his motor vehicle accident for the purpose of marketing medical services related to the accident;
- b. Coordinating with or directing health care prescribers, their employees, agents, or independent contractors to engage in prohibited solicitation activities; *and*
- c. Accepting or benefiting from services rendered by health care prescribers that were obtained as a direct result of unlawful and harassing solicitation.

COUNT III: Invasion of Privacy

Plaintiff incorporates by reference as if fully set forth verbatim each and every allegation in the Complaint.

53. Defendants owed a duty to Plaintiff to respect his privacy and not unlawfully obtain or use his confidential personal information.

54. Defendants breached this duty in each of, but not limited to the following ways, each and every one of which constitutes an invasion of privacy and each of which causes ongoing

harm:

- a. Using such confidential information for commercial solicitation purposes without authorization;
- b. Systematically obtaining and exploiting the private information of accident victims; *and*
- c. Violating Plaintiff's reasonable expectation that his personal information would remain confidential.

COUNT IV: Personal Liability of Defendant Alexander Shunnarah and Defendant Robert Schuerger

55. Defendant Alexander Shunnarah and Defendant Robert Schuerger remain personally liable for their own wrongful acts and illegal conduct they personally engage in or supervise, and they have a duty to comply with Tennessee consumer protection law, privacy laws, and professional conduct rules.

56. Defendants Alexander Shunnarah and Robert Schuerger breached their duties in each of, but not limited to the following ways, each and every one of which constitutes a breach of their legal and professional duties:

- a. Personally participating in and directing the systematic illegal solicitation scheme;
- b. Establishing and maintaining the policies and business relationships that enabled the illegal conduct;
- c. Having actual knowledge of the illegal solicitation activities and failing to prevent such conduct; *and*
- d. Violating Tennessee Consumer Protection Act, privacy laws, and Rules of Professional Conduct through their illegal conduct.

57. Defendants Alexander Shunnarah and Robert Schuerger's personal involvement in establishing, directing, and maintaining the illegal solicitation scheme was the direct and proximate cause of Plaintiff being unlawfully contacted and subjected to the fraudulent conduct

described herein.

COUNT V: Civil Conspiracy

Plaintiff incorporates by reference as if fully set forth verbatim each and every allegation in the Complaint.

58. Defendants knowingly and willfully combined, agreed, and acted in concert as part of a common scheme to carry out unlawful acts, including but not limited to fraud, unauthorized practice of law, unlawful telemarketing, deceptive solicitations, and invasion of privacy. In furtherance of this conspiracy, Defendants coordinated their actions, shared resources, and used intermediary entities to disguise their true roles, all with the purpose and effect of deceiving accident victims and unlawfully securing financial gain. Defendants' concerted conduct was not incidental or isolated, but rather part of a systematic enterprise undertaken through unlawful means and for unlawful ends, proximately causing harm to Plaintiff and undermining the integrity of Tennessee law and public policy.

INJUNCTIVE RELIEF SOUGHT

Plaintiff incorporates by reference as if fully set forth verbatim each and every allegation in the Complaint.

59. The Defendants' illegal solicitation scheme causes ongoing and irreparable harm to Tennessee consumers, accident victims who are vulnerable to exploitation, and the proper administration of justice in Tennessee.

60. The systematic nature of this operation indicates it will continue unless enjoined by this Court.

61. The harm caused by this illegal solicitation cannot be adequately compensated by monetary damages alone, as it undermines consumer confidence and exploits vulnerable accident

victims.

62. Plaintiff is entitled to injunctive relief to prevent continuing violations of Tennessee law and ongoing harm to the public.

PRAYERS FOR RELIEF

Plaintiff incorporates by reference as if fully set forth verbatim each and every allegation in the Complaint.

63. **WHEREFORE, PREMISES CONSIDERED**, Plaintiff sues Defendants and prays for preliminary and permanent injunctive relief prohibiting Defendants from:

- a. Soliciting accident victims in Tennessee through deceptive practices in violation of the Tennessee Consumer Protection Act; *and*
- b. Operating their systematic solicitation scheme in Tennessee.

64. **WHEREFORE, PREMISES CONSIDERED**, Plaintiff further prays that this Court order Defendants to disclose the source of their confidential information and cease all use of such information.

65. **WHEREFORE, PREMISES CONSIDERED**, Plaintiff further prays for judgment against Defendants under T.C.A. § 55-10-108(f)–(h), awarding Plaintiff actual damages and the maximum statutory civil penalties of up to two thousand five hundred dollars (\$2,500) per unlawful use or occurrence.

66. **WHEREFORE, PREMISES CONSIDERED**, Plaintiff further prays for a judgment against Defendants for his costs and reasonable attorney fees.

67. **WHEREFORE, PREMISES CONSIDERED**, Plaintiff prays for all such further relief, both general and specific, to which he may be entitled under the premises.

Respectfully submitted,

GREER INJURY LAWYERS, PLLC

Thomas R. Greer (#24452)
Ronald A. Young (#42738)
Greer in, PLLC
6256 Poplar Avenue
Memphis, TN 38119
Phone: (901) 680-9777
Fax: (901) 680-0580
tgreer@greerinjurlawyers.com
ryoung@greerinjurlawyers.com