

¹ The Consumer Protection Division of the Maryland Attorney General's office acting in its enforcement capacity is referred to herein as the Proponent or Division, while the Consumer Protection Division acting in its role as an adjudicative body is referred herein to as the "Agency."

2. Respondents offer “virtual remote paralegal services” to those looking for assistance with legal matters. Unlike most paralegals, Respondents’ work primarily for non-lawyer consumers, providing purported paralegal services without attorney supervision. While Respondents display disclaimers on their website stating that they cannot practice law or provide legal advice, Respondents do just that: they routinely advise consumers on legal issues, conduct legal research, and draft and file complex legal documents, including complaints and motions. These practices flout the restrictions in Respondents’ own disclaimers and plainly violate Maryland’s prohibition against the unauthorized practice of law. By offering these services that they legally cannot perform, the Respondents mislead consumers about their ability to provide the offered services.

3. Respondents also misrepresented their affiliations, experience, and qualifications, including by claiming that “supervisory” or “of counsel” attorneys would help support consumers in their legal matters. In reality, practicing attorneys rarely if ever participated in Respondents’ work for consumers, and many of the attorneys Respondents advertised as “of counsel” on their website were listed without permission and did not perform work for or with IPS on behalf of IPS’ consumer clients.

4. Respondents’ misrepresentations and omissions about their ability to legally provide the offered services; their affiliations, experience, and qualifications, including that licensed attorneys supervised their work; and their handling of consumer funds all constitute unfair and deceptive trade practices in violation of Maryland’s Consumer Protection Act (“CPA”), Md. Code Ann., Com. Law §§ 13-101 through 13-501.

5. Respondents also misled consumers regarding their billing statements. Respondents demanded prepayment for their services and later billed consumers false or inflated

amounts to deplete remaining balances. Additionally, in threatening consumers with litigation to collect their bills, Respondents included in the demanded payments their costs for litigation, regardless of whether they actually filed lawsuits and when no such costs were permitted under their contracts or were awarded by a court. This conduct violates both the CPA and § 14-202(8) of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-201 through 14-204, which forbids attempting to collect a debt with knowledge that the right to collect the debt does not exist.

THE PARTIES

6. The Proponent in this proceeding is the Consumer Protection Division of the Office of the Attorney General of Maryland (the “Division”), which is responsible for enforcement of Maryland’s consumer protection laws, including the CPA and the Maryland Consumer Debt Collection Act. The Division brings this proceeding to redress Respondents’ past and present violations of these statutes, and to prevent them from violating these statutes in the future.

7. Respondent Intrepid Paralegal Solutions LLC is a corporation incorporated under the laws of the State of Maryland on December 4, 2018. Its principal place of business is 1213 Liberty Road, J #143, Sykesville, MD 21784, although the majority of its business is conducted virtually. IPS has also done business under the name Intrepid Paralegal Solutions Inc.

8. Respondent Daniel D. Manoff is an individual whose residence is 2103 Richardson Road, Westminster, Maryland 21158. Respondent Manoff is the founder and chief executive officer of IPS, and he has been the majority owner and operator of IPS since its inception in 2016. Respondent Manoff is also a paralegal, and he has worked directly on many consumer matters and supervised other IPS paralegals on many more. As the owner and chief executive officer of IPS, as well as a paralegal for IPS, Respondent Manoff is individually liable for the unfair and deceptive

trade practices alleged herein because he: (i) possessed and exercised the authority to control the policies and trade practices of IPS; (ii) participated in the alleged unfair or deceptive trade practices described herein; (iii) directed or supervised IPS staff who participated in the alleged unfair or deceptive trade practices described herein; and (iv) knew or should have known of the unfair or deceptive trade practices described herein and had the power to stop them, but instead promoted their use.

STATEMENT OF FACTS

9. Respondents offer and sell consumer goods or services, including what they advertise as remote paralegal services, from Maryland. While Respondents typically provide services virtually, IPS is incorporated in Maryland, its leadership live and work in Maryland, it offers and sells its goods and services from Maryland, and a significant portion of IPS's clients reside in, and are facing legal issues in, Maryland.

10. Other than management and administrative positions, IPS's staff consists solely of paralegals who (with the exception of Respondent Manoff) work for IPS as independent contractors. While Respondents have at times contracted with paralegals who have law degrees, they have worked for IPS solely in a paralegal capacity. No IPS staff member holds a Maryland law license, and Respondents' website emphasizes that IPS is "not a law firm" and its personnel are "not lawyers."²

² While, as discussed *infra*, Respondents falsely claimed to have "of counsel" or "supervisory" lawyers, it has never claimed that the supposed involvement of these lawyers permitted Respondents to give legal advice (nor would it).

11. Respondents offer two general types of services. First, Respondents offer “attorney/law practice support,” which caters to attorneys looking for paralegal assistance on matters being handled by their firms. This category of services is not at issue in this action.

12. Second, Respondents offer “individual (pro se) litigant support,” which their website describes as “assistance provided to individuals who choose to represent themselves in a legal proceeding without the presence of an attorney.” The Division brings this proceeding with respect to this category of services.

13. Respondents advertise that they can assist consumers on a wide array of subject matters—including family law, bankruptcy, immigration, property, and criminal law—and provide a wide range of services, including “drafting legal documents, conducting legal research, or assisting with case management.”

14. On the portion of their website dedicated to pro se clients, Respondents state that they provide consumers “services such as providing legal information, guidance on filing documents, explaining court rules, and advising on the best strategies for presenting their case.”

15. Respondents’ webpage goes on to list several additional services for pro se clients, including:

Understanding the legal process: It can be hard to understand the intricacies of the legal system when you don’t have a background in law. Paralegals are here to help explain and advise on every step of the process.

...

Researching the law: It can take a lot of work to stay up to date on the relevant laws, regulations, and precedents related to your case. Paralegals are experienced in researching legal matters and can provide valuable insights into how best to proceed.

16. Respondents expand on their services to pro se clients on additional webpages focused on specific practice areas. On the family law webpage, for instance, Respondents represent that they:

guide individuals through the complex process of representing themselves in court. With their expertise, independent paralegals can help pro se litigants draft legal documents, such as divorce petitions or child custody agreements, ensuring that they comply with all necessary legal requirements. They can also provide guidance on the proper procedures to follow and deadlines to meet, helping pro se litigants navigate the intricacies of the family law system. Furthermore, independent paralegals can offer advice on legal strategies[.]

17. Likewise, on a webpage concerning damages in civil matters, Respondents represent that they can “help gather evidence, conduct legal research, and draft legal documents, such as complaints and motions.”

18. Respondents offer their services across the United States. As one IPS representative explained on a recorded consumer intake call, “we are located in Maryland, but states do[] not matter for paralegals. They don’t need the same jurisdiction with attorneys. . . . We don’t have that requirement like attorneys do, so paralegals can work from anywhere and help people. . . . We can help people in Texas, Florida, California.”

A. Respondents’ Misrepresentations Concerning Their Ability to Perform Legal Work

19. In contrast to Respondents’ representations about a wide range of available services, Respondents display disclaimers setting forth a far more restrictive scope.

20. A disclaimer on Respondents’ website states:

IPS cannot provide legal advice and can only provide self-help services at your specific direction. . . . Our legal documentation preparation service uses the answers you provide to automatically populate legal forms and complete them on your behalf. Our review of your answers is limited solely to completeness, spelling and grammar, internal consistency of names, addresses and the like. At

no time do we review your answers for legal sufficiency, draw legal conclusions, provide advice or apply the law to the facts of your particular situation. . . . we cannot make personal recommendations as to what documents should or should not be used and cannot attempt to predict the legal impact of using any certain response or form”

21. Likewise, a disclaimer presented to consumers during intake states:

“We cannot engage in the practice of law. This means that we cannot give you any kind of advice, explanation, opinion or recommendation about possible legal rights, remedies, defenses, strategies or options that you may have. We cannot give you any advice, explanation, opinion or recommendation regarding selection of forms.”

22. In reality, Respondents do exactly what their disclaimers say they cannot. In providing services to pro se clients, Respondents routinely draft complex legal documents, perform substantive legal research and analysis, and advise on a wide range of legal issues—all without attorney supervision.

23. Respondents prepare complaints for matters ranging from state divorce actions to federal civil rights cases. They draft document requests and interrogatory responses. They research and write motions and briefs for nearly every stage of litigation, including motions to transfer, to consolidate, to amend, to compel, to dismiss, to continue, to reconsider, to vacate, and for summary judgment. In some cases, the legal documents are brief; in others, they contain dozens of pages of case law and legal argument. Respondents are rarely confined to typing up a consumer’s arguments or updating formatting. Rather, Respondents conduct the legal research, determine the arguments, draft the filings, and in some cases even file the documents in court.

24. These practices violate Maryland’s prohibition against the unauthorized practice of law. Under MD. CODE § 10-601, *et seq.*, “except as otherwise provided by law, a person may not practice, attempt to practice, or offer to practice law in the State unless admitted to the Bar.” As

the Maryland Supreme Court has held, there are “some activities that non-attorneys may never perform, such as appear in court or provide legal advice, and there are some activities that non-attorneys may only perform under the proper supervision of an attorney,” including to “perform limited research to assist the lawyer with the legal analysis, . . . prepare drafts of pleadings, prepare drafts of interrogatories and of production of document requests, prepare drafts of responses to discovery requests, . . . and prepare summaries of the evidence.” *Att’y Grievance Comm’n of Maryland v. Fineblum*, 473 Md. 272, 296, 250 A.3d 148, 162 (2021) (internal brackets and quotation marks omitted). As for this latter category, “the key in all of these examples is supervision” by a licensed attorney, *Id.*, which Respondents did not have. Similar restrictions exist in states other than Maryland.

25. Thus, even when Respondents do provide some of their advertised services, Respondents have violated CPA § 13-303 because—as their own disclaimers acknowledge—Respondents cannot legally provide those services. While a particularly discerning consumer might recognize the tension between Respondents’ advertised services and their disclaimers, for the typical consumer, the disclaimers merely provide an air of legitimacy, suggesting that Respondents both offer a wide range of legal services *and* are assiduous about compliance.

26. Further, Respondents’ pleadings are often poorly prepared and ineffective, resulting in consumers paying significant fees for legal work without obtaining the relief they are seeking.

B. Respondents’ Misrepresentation of Their Affiliations, Experience, and Qualifications

27. Beyond misrepresenting their ability to legally provide the offered services, Respondents have also misled consumers in several additional ways.

28. **First**, Respondents falsely represented to consumers that attorneys would be involved in supervising Respondents' work. The homepage of Respondents' website states "[o]ur supervisory attorneys along with our paralegals offer you support[.]" Until recently, the homepage also included a section titled "of counsel with IPS," which listed the names and images of several practicing attorneys. And in conversations with consumers and on other pages of their website, Respondents likewise represented that they had attorneys on staff or otherwise supervising Respondents' work.

29. This was false. Attorneys rarely if ever provided any supervisory services to Respondents' clients. Indeed, most of the attorneys listed as "of counsel" on Respondents' website were listed without permission. The only attorney listed as "of counsel" who actually gave Respondents permission to be listed was Respondent Manoff's daughter, who performed little or no work on behalf of Respondents' consumer clients, and provided little if any supervision over IPS matters.

30. Even if Respondents' claims about attorney involvement were true, it would not negate Respondents' unauthorized practice of law. Respondents do not claim that an attorney is representing the consumer—only that an attorney is providing some sort of "supervision" over Respondents' services to the consumer—so there would be no attorney-client relationship through which legal advice could be provided. And regardless of how consumers understood this misrepresentation in the context of Respondents' conflicting statements and disclaimers about the scope of their services, Respondents' claim of attorney supervision unquestionably suggested to consumers an additional layer of expertise and review that did not exist.

31. **Second**, Respondents misrepresented their work with a charitable organization. Since at least April 2023, Respondents have claimed on the homepage of their website that they

are a “Sponsor of the Intrepid Fallen Heroes Fund,” a non-profit dedicated to serving military personnel injured in the line of duty. But Respondents do not appear to have had any relationship with Intrepid Fallen Heroes Fund before making two to three \$25 donations beginning in 2024, well after it first claimed a relationship with the charity.

32. **Third**, Respondents misrepresented the experience of a key staff member. Until recently, an individual named Leonard Bzura held the role of “Director of Professional Practices and Standards” at IPS. Mr. Bzura’s “about me” page on Respondents’ website claimed he had “practic[ed] law for 22 years with an emphasis on civil and criminal litigation.” However, after Mr. Bzura graduated law school in 1978, he was suspended from the practice of law in New Jersey 1989, and the suspension remained in place until he was disbarred by the Supreme Court of New Jersey in 1995. There is no indication that Mr. Bzura practiced law elsewhere, leaving only an 11-year period between law school and his suspension in which he could have been practicing law.³

C. Respondents’ Misrepresentations Regarding Billing

33. Respondents also misrepresented their billing statements.

34. During intake, consumers are presented with a “General Trust” document that governs how Respondents handle consumers’ prepaid funds. The General Trust requires consumers to pre-pay for services, which typically entails a \$750 payment to begin work. Respondents then bill hourly against the prepaid amount.

³ Between his disbarment and joining IPS, Mr. Bzura formed Litigation Support Services, which offered consulting services for law firms. In 2024, the Disciplinary Review Board of the Supreme Court of New Jersey disciplined an attorney who had hired Litigation Support Services to assist with case work, including legal research and drafting pleadings and motions, finding that “by retaining LSS to provide legal services, [the attorney] assisted Bzura, a disbarred attorney, in his unauthorized practice of law.”

35. The General Trust makes clear that pre-paid amounts are non-refundable. But if a matter concludes before Respondents have billed enough hours to deplete the prepaid funds, the balance is supposed to remain available to the consumer for future services.

36. Instead of maintaining consumers' balances, Respondents generated inflated or false billing records to deplete remaining funds. Respondents accomplished this by charging consumers for purported work related to closing the consumer's matter. While there may be some administrative work involved in closing a matter, Respondents have charged for closing-related tasks several months after matters have otherwise been complete and frequently bill the exact amount of time necessary to fully deplete the consumer's remaining funds. In a few instances, Respondents have even billed more time for purportedly closing the matter than they billed for all other work on the case.

37. Additionally, in instances when Respondents have had billing disputes with consumers, Respondents have billed consumers for time purportedly spent preparing collection lawsuits against the billed consumers. In some cases, Respondents have proceeded to file lawsuits against consumers, but in many cases do not appear to have actually pursued any legal action. In both scenarios, the costs that Respondents demanded were not awarded by a court prior to their being demanded and were not permitted by Respondents' contracts.

D. Respondents Have Harmed Consumers.

38. Although the Consumer Protection Act specifically provides that it is unnecessary to show that any consumer "in fact has been misled, deceived or damaged as a result" of the unfair, abusive or deceptive trade practice, consumers have been deceived and harmed by Respondents' practices.

39. Respondents have deceived consumers into paying for services that stray well beyond any conceivable grey area and constitute textbook unauthorized practice of law.

40. The consequences of Respondents' unauthorized law practice are not abstract. Respondents—who accept cases across the country and on nearly any subject matter—often prepare poor quality and ineffective work product, leaving consumers with significant bills and in the same or worse legal position. The illicit nature of Respondents' work also means Respondents cannot interface with courts the way an attorney might, and in some cases, Respondents have even attempted to circumvent filing rules by misusing the credentials of attorneys who were neither involved in the case nor authorized the filing.

41. Respondents' false and misleading representations to consumers, both implicit and explicit, regarding the legality of their services; their affiliations, experience, and qualifications; and their billing practices had the capacity, tendency, or effect of misleading consumers and, in fact, have misled consumers.

42. The illegality of Respondents' services; their lack of claimed affiliations, experience, and qualifications; and their practice of generating false or inflated invoices to deplete prepaid consumer funds are material facts that, if known to consumers, would likely impact consumers' decisions regarding whether to hire Respondents. Respondents' failure to disclose these facts tended to deceive and, in fact, did deceive consumers.

43. Respondents' misrepresentations and omissions of materials facts regarding the legality of their services; their affiliations, experience, and qualifications; and their handling of consumer funds caused substantial injuries to consumers.

VIOLATIONS OF THE CONSUMER PROTECTION ACT

44. The Division incorporates paragraphs 1 through 43 as if they were fully alleged herein.

45. The CPA prohibits unfair or deceptive trade practices. CPA § 13-303. The Division investigates and prosecutes potential violations of the CPA. CPA § 13-204(a).

46. Respondents' practices, as set forth above, constitute unfair and deceptive trade practices in the sale and offer for sale of consumer goods and services that violate the Consumer Protection Act.

47. The goods and services Respondents advertise, offer, and sell to consumers are consumer goods and services pursuant to § 13-101(d)(2) of the CPA because they are used for personal, family, or household purposes.

48. Respondents are merchants as defined by § 13-101(g)(1) of the CPA.

49. Respondents have engaged in unfair and deceptive trade practices in connection with the offer or sale of consumer goods and services that are generally prohibited by § 13-303(1), (2) and (3) of the CPA.

50. A deceptive or unfair trade practice is a violation of the CPA regardless of whether any consumer has been misled, deceived, or damaged because of the practice. CPA § 13-302.

Deceptive Trade Practices

51. Respondents made false and misleading statements to consumers, both express and implied, that had the capacity, tendency, or effect of deceiving or misleading consumers, and are deceptive trade practices prohibited by § 13-303 of the CPA, as further defined in § 13-301(1) of the CPA when they:

- (i) Represented that Respondents could legally provide the services offered, when in fact many such services constituted unauthorized practice of law;

- (ii) Represented that Respondents had affiliations, experience, and qualifications that Respondents lacked, including with respect to Respondents' representations that attorneys would supervise or review Respondents' work for consumers; and
- (iii) Represented that pre-paid funds would remain available as credits for future services, when in fact Respondents generated inflated or false invoices to deplete those funds, and represented that consumers owed Respondents for litigation costs when such costs were not awarded by a court or permitted by the Respondents' contracts.

52. Respondents failed to state material facts to consumers about Respondents' services, the omission of which deceived or would tend to deceive consumers and are deceptive trade practices prohibited by § 13-303 of the CPA, as further defined in § 13-301(3) of the CPA, including when they:

- (i) failed to disclose that many services Respondents offer constitute unauthorized practice of law;
- (ii) failed to disclose that Respondents lacked affiliations, experience, and qualifications that they represented they had, including with respect to the absence of attorney supervision or review of Respondents' work for consumers; and
- (iii) failed to disclose that Respondents had not performed the work for which they billed or were not entitled to demand the collection costs for which they billed.

53. Respondents represented that their consumer goods and services had sponsorship, approval, or characteristics that they do not have, which constitutes deceptive trade practices prohibited by § 13-303 of the CPA, as further defined in § 13-301(2) of the CPA, when they:

- (i) Represented that Respondents could legally provide the services offered, when in fact many such services constituted unauthorized practice of law;
- (ii) Represented that Respondents had affiliations, experience, and qualifications that Respondents lacked, including with respect to Respondents' representations that attorneys would supervise or review Respondents' work for consumers.

54. As set forth more fully below, Respondents' attempts to collect amounts from consumers either for work that was never performed by Respondents, or for litigation costs when such costs were not awarded by a court or permitted by the Respondents' contracts, violate the Maryland Consumer Debt Collection Act and, therefore, are *per se* violations of § 13-303 of the CPA, as further defined in § 13-301(14)(iii).

Unfair Trade Practices

55. Respondents engaged in unfair trade practices in their offer and sale of paralegal goods and services to consumers in violation of CPA § 13-303.

56. Respondents' practices, set forth above, have and are likely to cause substantial injury to consumers. Consumers suffered substantial harm each time they engaged Respondents for goods and services that Respondents were not legally permitted to provide. Respondents also substantially harmed consumers by misrepresenting Respondents' affiliations, experience, and qualifications, including by falsely representing that attorneys would supervise or review Respondents' work for consumers. And Respondents substantially harmed consumers by generating false or inflated invoices to deplete prepaid consumer funds.

57. Consumers who purchased Respondent's paralegal goods and services could not have reasonably avoided their injuries because of Respondents' deception and omissions.

58. The injuries that consumers have suffered from Respondents' actions are not offset by any benefit to consumers or to competition.

59. If, after a hearing, the Agency determines that Respondents have violated the CPA, the Agency may issue an order requiring Respondents to cease and desist from the violation and to take affirmative action, including the restitution of money or property. CPA § 13-403(b)(1)(i).

The Agency may also order Respondents to pay the costs of the action and a penalty of up to \$10,000 for each of their violations. CPA §§ 13-409 and 13-410.

VIOLATIONS OF THE CONSUMER DEBT COLLECTION ACT

60. The Division incorporates paragraphs 1 through 58 as if they were fully alleged herein.

61. Respondents acted as collectors as defined by § 14-201(b) of the Consumer Debt Collection Act when they billed consumers for their services and sought to collect their costs when they were involved in billing disputes.

62. The debts that Respondents collected were for personal, family or household purposes and were therefore consumer transactions as defined by § 14-201(c) of the Consumer Debt Collection Act.

63. It is a violation of § 14-202(8) of the Consumer Debt Collection Act for a person, in collecting or attempting to collect an alleged debt, to claim, attempt, or threaten to enforce a right with knowledge that the right does not exist.

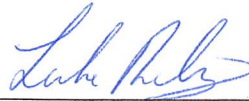
64. Respondents violated the Maryland Consumer Debt Collection Act when they attempted to collect debts with knowledge, or reckless disregard of the fact, that they lacked the right to collect the claimed debt, when they submitted billing statements to consumers either for amounts they claimed for work that was not performed or demanded their costs for litigating billing disputes when such costs were not provided for under their contracts with consumers and were not awarded by a court.

CLAIM FOR RELIEF

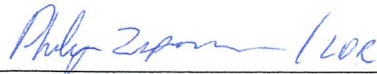
WHEREFORE, the Proponent respectfully requests that the Consumer Protection Division issue an Order:

- A. Requiring Respondents to cease and desist from engaging in unfair or deceptive trade practices in violation of the CPA, pursuant to CPA § 13-403(b)(1)(i);
- B. Requiring Respondents to cease and desist from violating the Consumer Debt Collection Act;
- B. Requiring Respondents to take affirmative action, including restitution of all moneys that Respondents received in connection with Respondents' unfair or deceptive trade practices, pursuant to CPA § 13-403(b)(1)(i);
- D. Requiring Respondents to pay the costs of this action, including all costs of investigation, pursuant to CPA § 13-409;
- E. Requiring Respondents to pay a suitable civil penalty pursuant to CPA § 13-410(a);
- F. Holding that all Respondents are jointly and severally liable for the restitution, penalties, costs, and any other sanctions or required payments arising from or related to this action; and
- G. Granting such other and further relief as is appropriate and necessary.

Respectfully submitted,



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Dated: December 8, 2025