Rafey S. Balabanian (SBN 315962)
rbalabanian@edelson.com
EDELSON PC
150 California Street, 18th Floor
San Francisco, California 94111
Tel: 415.212.9300
Fax: 415.373.9435

Jay Edelson (*pro hac vice* to be sought)
jedelson@edelson.com
J. Eli Wade-Scott (*pro hac vice* to be sought)
ewadescott@edelson.com
Emily Penkowski (*pro hac vice* to be sought)
epenkowski@edelson.com
EDELSON PC
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654
Tel: 312.589.6370
Fax: 312.589.6378

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
03/03/2023
Clerk of the Court
BY: KAREN VALDES
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

CGC-23-604987

JONATHAN FARIDIAN, individually and on behalf of all others similarly situated,

Plaintiff,

v.

DONOTPAY, INC., a Delaware corporation,

Defendant.

Case No.:

CLASS ACTION COMPLAINT FOR:

(1) Violation of Cal. Bus. & Prof. Code § 17200

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Jonathan Faridian brings this Class Action Complaint and Demand for Jury Trial against Defendant DoNotPay, Inc. ("DoNotPay") to stop the "world's first robot lawyer" from continuing to engage in the unauthorized practice of law. Plaintiff, for this Class Action Complaint, alleges as follows upon personal knowledge of himself and his own acts and experiences and, as to all other matters, upon information and belief.

NATURE OF THE ACTION

1. Defendant DoNotPay claims to be the "world's first robot lawyer" that can help people with a range of legal issues, from drafting powers of attorney, to creating divorce settlement agreements, or filing suit in small claims court.

2. Unfortunately for its customers, DoNotPay is not actually a robot, a lawyer, nor a law firm. DoNotPay does not have a law degree, is not barred in any jurisdiction, and is not supervised by any lawyer.

3. DoNotPay is merely a website with a repository of—unfortunately, substandard—legal documents that at best fills in a legal adlib based on information input by customers.

4. This is precisely why the practice of law is regulated in every state in the nation. Individuals seeking legal services most often do not fully understand the law or the implications of the legal documents or processes that they are looking to DoNotPay for help with.

5. In California, practicing law without a license is prohibited by the State Bar Act, Cal. Bus. and Prof. Code §§ 6125, *et seq*., which prohibits persons from holding themselves out as lawyers in California or practicing law in the state of California while not being admitted to the California bar (or otherwise authorized to practice).

6. Despite this prohibition, DoNotPay's Robot Lawyer provided and continues to provide unauthorized legal services to thousands of customers throughout the country.

7. Accordingly, this Complaint seeks an Order: (i) declaring that Defendant's conduct is unlawful; (ii) requiring Defendant to cease the unlawful activities discussed herein; and (iii) awarding damages to Plaintiff and the proposed Class.

PARTIES

8. Plaintiff Jonathan Faridian is a natural person and a resident of Yolo County, California.

9. Defendant DoNotPay, Inc., is a corporation organized under the laws of the state of Delaware with a principal place of business in San Francisco, California.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this action pursuant to Article VI, Section 10 of the California Constitution because this case is a cause not given by statute to other trial courts.

11. This Court has personal jurisdiction over Defendant because it conducts business in this State, and the conduct alleged in this Complaint occurred in, and/or emanated from, this State.

12. Venue is proper in this Court because the conduct at issue occurred in, and/or emanated, at least in part, from this County.

FACTUAL BACKGROUND

I. The Unlawful Practice of Law in California.

13. The California Legislature passed the State Bar Act in 1927 in order to regulate the practice of law.

14. The State Bar Act sets baseline standards for attorneys in the state in order to protect California residents from being harmed by unskilled or unscrupulous laymen passing themselves off as *bona fide* practitioners.

15. Among the requirements set forth by the Legislature is being licensed or authorized to practice law in the State of California. Absent such licensure or authorization, engaging in the practice of law or holding oneself out as a licensed practitioner in the State of California is unlawful.

II. DoNotPay Holds Itself Out as the "World's First Robot Lawyer" But is Not Actually a Lawyer or Law Firm.

16. DoNotPay operates an AI-powered chatbot that uses natural language processing and machine learning algorithms to provide legal advice and assistance to users through its website, DoNotPay.com.

17. DoNotPay was founded in 2015—by Joshua Browder, a British-American entrepreneur and software developer—initially as a tool to help people fight parking tickets.

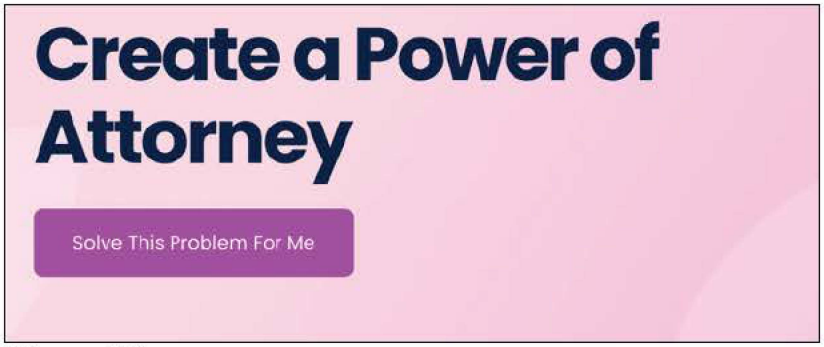
18. But DoNotPay has since expanded its services to cover a range of legal issues, such as filing small claims lawsuits, disputing property taxes, and even helping people access government services like unemployment benefits.

19. DoNotPay does not minimize its claims: it heavily advertises itself as "The World's First Robot Lawyer." (*See* Figure 1, showing a screenshot from DoNotPay's website.)

(**Figure 1.**)

20. Throughout its website and marketing materials, DoNotPay offers customers the ability to purportedly hire a lawyer at the click of a button to handle a variety of legal matters. (*See* Figures 2-4, showing screenshots from DoNotPay's website.)

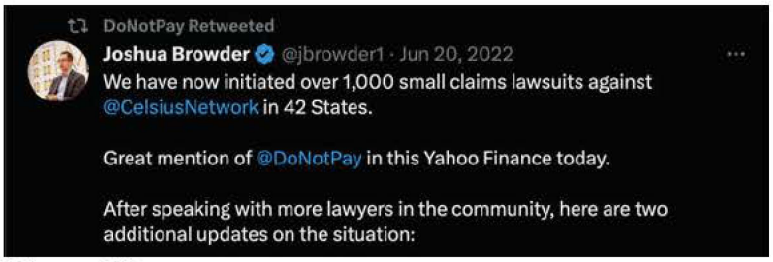
(**Figure 2.**)



(**Figure 3.**)

(**Figure 4.**)

21. DoNotPay's marketing has worked. In one example, Browder boasted on Twitter that DoNotPay was hired to "initiate[] over 1,000 small claims lawsuits" related to a single cryptocurrency exchange. (*See* Figure 5, showing a screenshot of DoNotPay CEO's June 20, 2022 Tweet on Twitter.)



(**Figure 5.**)

22. But DoNotPay is not a lawyer or law firm. Nor is its founder.

23. Not surprisingly, DoNotPay has been publicly called out for practicing law without a license—most recently in relation to a stunt in which it sought to actively represent a client in court using AI. In response, DoNotPay's CEO deflects, blaming "greedy lawyers" for

getting in his way. (*See* Figure 6, showing a screenshot of DoNotPay's January 26, 2023 Retweet on Twitter.)

(**Figure 6.**)

24. Sadly, DoNotPay misses the point. Providing legal services to the public, without being a lawyer or even supervised by a lawyer is reckless and dangerous. And it has real world consequences for the customers it hurts.

25. One customer, who posted an online review, used DoNotPay's legal services to dispute two parking tickets. According to his account, his fines actually increased because DoNotPay failed to respond to the ticket summons. The customer then cancelled his account, but DoNotPay continued to charge a subscription fee.

26. DoNotPay's service then reversed another customer's arguments in her parking ticket dispute. Where she had intended to argue she was not at fault, DoNotPay's services instead admitted fault, and the customer had to pay a resulting $114 fine.

27. After backpedaling on his plan to have DoNotPay "appear" in court via an earpiece in its client's ear, Browder issued a kind of *mea culpa*—coupled with a product teaser—on Twitter on January 25, 2023. In his thread, Browder described "non-consumer legal rights

products" like "defamation demand letters" and "divorce agreements" as "a distraction" and stated that they would be removed from DoNotPay "effective immediately."

28. As of the time of writing, DoNotPay's website still refers to itself as the "World's First Robot Lawyer" and continues to offer these legal products to the public, casting doubt on its intention to stop masquerading as a licensed practitioner.

FACTS SPECIFIC TO PLAINTIFF FARIDIAN

29. Plaintiff Faridian was a client of DoNotPay until January 2023.

30. Plaintiff Faridian used DoNotPay to perform a variety of legal services. For example, Faridian used DoNotPay to draft demand letters, an independent contractor agreement, a small claims court filing, two LLC operating agreements, and an Equal Employment Opportunity Commission job discrimination complaint.

31. Plaintiff Faridian believed he was purchasing legal documents and services that would be fit for use from a lawyer that was competent to provide them. Unfortunately, Faridian did not receive that.

32. The services DoNotPay provided to Faridian were not provided by a law firm, lawyer, or by a person supervised by a lawyer or firm.

33. The services DoNotPay provided Faridian were substandard and poorly done.

34. For example, the demand letters DoNotPay drafted for him, and which were to be delivered to the opposing party, never even made it to his intended recipient. Rather, the letters were ultimately returned undelivered to Faridian's home. Upon opening one of the letters, Faridian found it to be an otherwise-blank piece of paper with his name printed on it. As a result of this delay, his claims may be time-barred.

35. Other documents Faridian purchased from DoNotPay were so poorly or inaccurately drafted that he could not even use them. For example, Faridian requested an agency agreement for an online marketing business he wished to start. Upon reviewing the agency agreement drafted by DoNotPay, he noted that the language did not seem to apply to his

business. Even the names of relevant parties were printed inaccurately. Faridian was ultimately unable to use this document in his business project. In the end, Faridian would not have paid to use DoNotPay's services had he known that DoNotPay was not actually a lawyer.

CLASS ALLEGATIONS

36. **Class Definition**: Plaintiff Faridian brings this action on behalf of himself and a Class of similarly situated individuals, defined as follows:

> All residents of the State of California who purchased subscriptions to DoNotPay.com.

The following people are excluded from the Class: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

37. **Ascertainability and Numerosity**: The exact number of Class members is unknown to Plaintiff at this time, but on information and belief, there are thousands of people in the Class, making joinder of each individual member impracticable. Additionally, the Class is ascertainable because its members will be easily identified through Defendant's records.

38. **Commonality and Predominance**: There are many questions of law and fact common to the claims of Plaintiff and the Class, and those questions predominate over any questions that may affect individual members of the Class. Common questions for the Class include, but are not necessarily limited to the following:

a) Whether DoNotPay held itself out as being licensed to practice law in the State of California; and

b) Whether DoNotPay engaged in the unlawful practice of law in the State of

California.

39. **Typicality**: Plaintiff's claims are typical of the claims of all the other members of the Class. Plaintiff and the Class members sustained substantially similar damages as a result of Defendant's uniform wrongful conduct, based upon the same interactions that were made uniformly with Plaintiff and the Class.

40. **Adequate Representation**: Plaintiff will fairly and adequately represent and protect the interests of the Class and has retained counsel competent and experienced in complex litigation and class actions. Plaintiff has no interests antagonistic to those of the Class, and Defendant has no defenses unique to Plaintiff. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the members of the Class and have the financial resources to do so. Neither Plaintiff nor his counsel have any interest adverse to those of the other members of the Class.

41. **Superiority**: This case is also appropriate for class certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy as joinder of all parties is impracticable. The damages suffered by the individual members of the Class will likely be relatively small, especially given the burden and expense of individual prosecution of the complex litigation necessitated by Defendant's actions. Thus, it would be virtually impossible for the individual members of the Class to obtain effective relief from Defendant's misconduct. Even if members of the Class could sustain such individual litigation, it would still not be preferable to a class action, because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single Court. Economies of time, effort, and expense will be fostered, and uniformity of decisions ensured.

CAUSE OF ACTION
Violation of Cal. Bus. & Prof. Code § 17200
(On Behalf of Plaintiff and the Class)

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

43. The Unfair Competition Law defines unfair competition as any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 of Part 3 of Division 7 of the California Business and Professional Code.

44. In the course of conducting business in California, Defendant committed unlawful, unfair, and/or fraudulent business practices, by:

(a) holding itself out to be an attorney to residents of the State of California when it was not, in fact, a law firm or lawyer licensed to practice law in that jurisdiction; and

(b) engaging in the unlawful practice of law by selling legal services to residents of the State of California when it was not licensed to practice law in that jurisdiction.

45. Defendant's acts and omissions as alleged herein violate obligations imposed by statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct.

46. Indeed, Defendant's acts and omissions alleged herein were misleading and/or likely to deceive the consuming public.

47. As a result of Defendant's unlawful conduct, Plaintiff and the Class paid a subscription fee for Defendant's services. Had Plaintiff and the Class known that Defendant's conduct was unlawful, they would not have paid the asking price for Defendant's services at all or would have paid less.

48. Pursuant to Section 17203, Plaintiff and the Class members are entitled to

restitution of all amounts paid to Defendant in connection with its unlawful provision of unlicensed legal services.

49. Unless enjoined and restrained by this Court, Defendant will continue to commit the violations alleged herein. Pursuant to Section 17203, on behalf of the Class and for the benefit of the general public of the State of California, Plaintiff seeks an injunction prohibiting Defendant from continuing its unlawful practices as alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Jonathan Faridian, on behalf of himself and the Class, respectfully requests that the Court enter an Order:

A. Certifying this case as a class action on behalf of the Class defined above, appointing Plaintiff Faridian as representative of the Class, and appointing his counsel as Class Counsel;

B. Declaring that Defendant's actions, as set out above, violate Cal. Bus. & Prof. Code § 17200;

C. Awarding restitution of all amounts Plaintiff and the Class paid to Defendant for its services.

D. Awarding injunctive and other equitable relief as is necessary to protect the interests of the Class;

E. Awarding Plaintiff and the Class their reasonable litigation expenses and attorneys' fees under Code of Civil Procedure Section 1021.5;

F. Awarding Plaintiff and the Class pre- and post-judgment interest, to the extent allowable; and

G. Awarding such other and further relief as equity and justice may require.

JURY TRIAL

Plaintiff Jonathan Faridian demands a trial by jury for all issues so triable.

Respectfully submitted,

JONATHAN FARIDIAN, individually and on behalf of all others similarly situated,

Dated: March 3, 2023

By: _____
One of Plaintiff's Attorneys

Rafey S. Balabanian (SBN 315962)
rbalabanian@edelson.com
EDELSON PC
150 California Street, 18th Floor
San Francisco, California 94111
Tel: 415.212.9300
Fax: 415.373.9435

Jay Edelson (*pro hac vice* to be sought)
jedelson@edelson.com
J. Eli Wade-Scott (*pro hac vice* to be sought)
ewadescott@edelson.com
Emily Penkowski (*pro hac vice* to be sought)
epenkowski@edelson.com
EDELSON PC
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654
Tel: 312.589.6370
Fax: 312.589.6378