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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN FRANCISCO**

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

15 *Plaintiff,*

16 v.

17 DONOTPAY, INC., a Delaware corporation,

18 *Defendant.*

Case No.:

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

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20 **CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

21 Plaintiff Jonathan Faridian brings this Class Action Complaint and Demand for Jury Trial
22 against Defendant DoNotPay, Inc. (“DoNotPay”) to stop the “world’s first robot lawyer” from
23 continuing to engage in the unauthorized practice of law. Plaintiff, for this Class Action
24 Complaint, alleges as follows upon personal knowledge of himself and his own acts and
25 experiences and, as to all other matters, upon information and belief.
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NATURE OF THE ACTION

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

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

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

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

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

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

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

PARTIES

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

25 9. Defendant DoNotPay, Inc., is a corporation organized under the laws of the state
26 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.

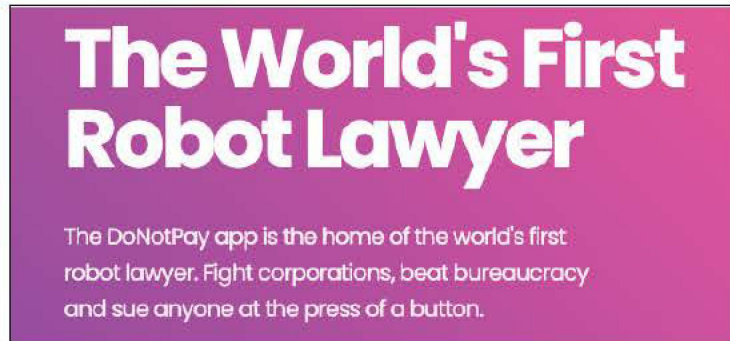
II. DoNotPay Holds Itself Out as the “World’s First Robot Lawyer” But is Not Actually a Lawyer or Law Firm.

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.

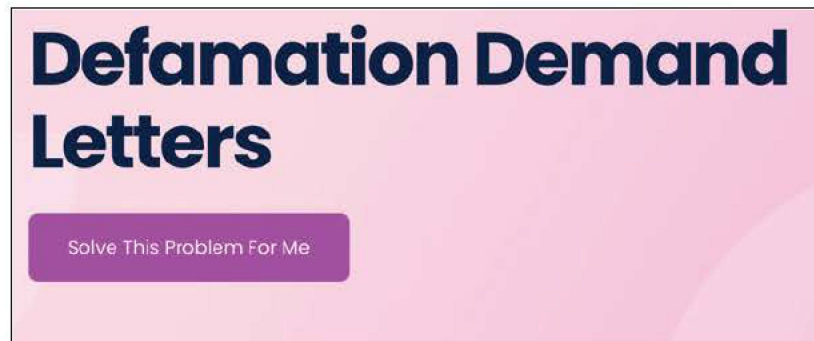
1 18. But DoNotPay has since expanded its services to cover a range of legal issues,
2 such as filing small claims lawsuits, disputing property taxes, and even helping people access
3 government services like unemployment benefits.

4 19. DoNotPay does not minimize its claims: it heavily advertises itself as “The
5 World’s First Robot Lawyer.” (See Figure 1, showing a screenshot from DoNotPay’s website.)



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12 **(Figure 1.)**

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



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21 **(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.)

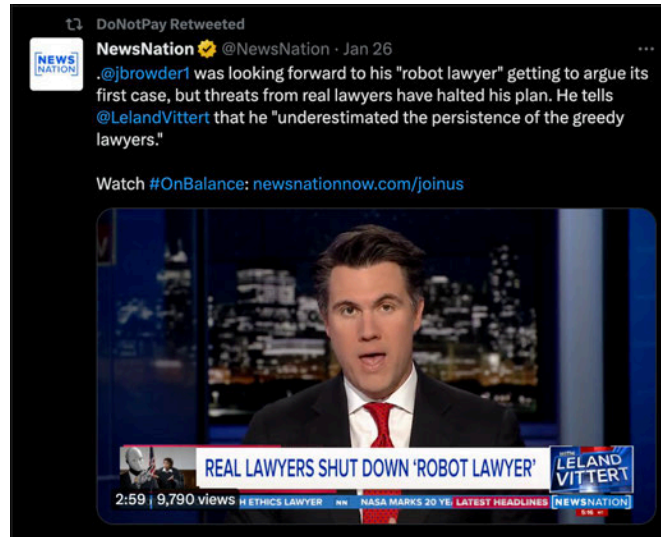


(Figure 5.)

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

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



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12 **(Figure 6.)**

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

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

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

23 27. After backpedaling on his plan to have DoNotPay “appear” in court via an
24 earpiece in its client’s ear, Browder issued a kind of *mea culpa*—coupled with a product teaser—
25 on Twitter on January 25, 2023. In his thread, Browder described “non-consumer legal rights
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1 products” like “defamation demand letters” and “divorce agreements” as “a distraction” and
2 stated that they would be removed from DoNotPay “effective immediately.”

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

6 **FACTS SPECIFIC TO PLAINTIFF FARIDIAN**

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

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

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

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

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

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

23 35. Other documents Faridian purchased from DoNotPay were so poorly or
24 inaccurately drafted that he could not even use them. For example, Faridian requested an agency
25 agreement for an online marketing business he wished to start. Upon reviewing the agency
26 agreement drafted by DoNotPay, he noted that the language did not seem to apply to his
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1 business. Even the names of relevant parties were printed inaccurately. Faridian was ultimately
2 unable to use this document in his business project. In the end, Faridian would not have paid to
3 use DoNotPay's services had he known that DoNotPay was not actually a lawyer.

4 CLASS ALLEGATIONS

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

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

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

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

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

- 25 a) Whether DoNotPay held itself out as being licensed to practice law in the
26 State of California; and
27 b) Whether DoNotPay engaged in the unlawful practice of law in the State of
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1 California.

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

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

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

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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

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

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

7 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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

23 G. Awarding such other and further relief as equity and justice may require.
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25 **JURY TRIAL**

26 Plaintiff Jonathan Faridian demands a trial by jury for all issues so triable.
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Respectfully submitted,

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

Dated: March 3, 2023

By: 
One of Plaintiff's Attorneys

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