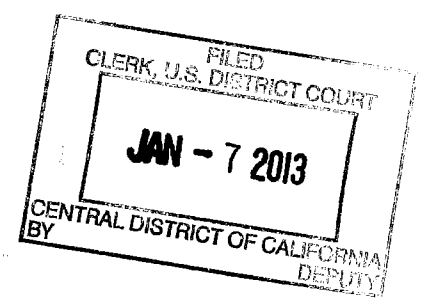


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6 Attorneys for Plaintiff
 7 LegalZoom.com, Inc.

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA
 10 WESTERN DIVISION

Glaser Weil Fink Jacobs
 Howard Avchen & Shapiro LLP

12 LEGALZOOM.COM, INC., a Delaware
 corporation
 13
 Plaintiff,
 14
 v.
 15 ROCKET LAWYER INCORPORATED,
 a Delaware corporation
 16
 Defendant.

CASE NO.: CV 12-9942-GAF (AGRx)
 Hon. Gary A. Feess

**FIRST AMENDED COMPLAINT
 FOR:**

1. **FEDERAL FALSE & MISLEADING ADVERTISING AND UNFAIR COMPETITION**
2. **CALIFORNIA FALSE AND MISLEADING ADVERTISING**
3. **CALIFORNIA UNFAIR COMPETITION**

[JURY TRIAL DEMANDED]

Courtroom: 740
 Judge: Judge Gary A. Feess
 255 East Temple Street
 Los Angeles, CA 90012

Original Complaint Filed: November
 20, 2012

COPY

28

1 Plaintiff LegalZoom.com, Inc. (“LegalZoom” or “Plaintiff”) submits the
2 following complaint (the “Complaint”) against Defendant Rocket Lawyer
3 Incorporated (“RocketLawyer” or “Defendant”), and alleges as follows:

4 **NATURE OF ACTION**

5 This Complaint is brought by LegalZoom to expose the willful and systematic
6 acts of false advertising and unfair competition by RocketLawyer.

7 In an attempt to resolve this matter amicably outside the courts, on September
8 7, 2011, LegalZoom notified Google regarding RocketLawyer’s false advertising
9 practices and unauthorized use of LegalZoom’s trademarks as Google search terms
10 (the “Google Notification”). A true and correct copy of the Google Notification is
11 attached hereto as **Exhibit A-1**. On or around September 23, 2011, after an
12 investigation of the Google Notification, Google confirmed that “[t]he ads in question
13 will now display in accordance with Google’s policies.” LegalZoom’s use of
14 Google’s notification system to remedy RocketLawyer’s misconducts proved to be
15 short lived.

16 On or about October 13, 2011, LegalZoom’s chairman, Brian Liu, contacted
17 RocketLawyer’s CEO, Dan Nye, stating that there were “important issues that
18 [LegalZoom’s] legal department has brought up regarding [RocketLawyer’s]
19 advertising.” Mr. Nye responded by stating that Mr. Liu should discuss this issue
20 with Charley Moore, RocketLawyer’s founder and Chairman, and copied Mr. Moore
21 on the email exchange. A true and correct copy of the email is attached hereto as
22 **Exhibit A-2**.

23 On October 14, Mr. Liu had a telephone conversation with Mr. Moore, stating
24 that LegalZoom took issue to RocketLawyer’s ads, which promised “Set up a Free
25 LLC... Totally Free,” and “100% Free,” since state filing fees must always be paid
26 when setting up an LLC through RocketLawyer. Mr. Liu also implored Mr. Moore to
27 read and follow the Federal Trade Commission’s guidelines regarding the use of the
28 word “free” in advertising. Mr. Liu requested that RocketLawyer immediately take

1 down these and other misleading advertisements. This conversation and examples of
2 the offending advertisements were memorialized in an email from Mr. Liu to Mr.
3 Moore, dated October 14, 2011. A true and correct copy of this email is attached
4 hereto as **Exhibit A-3**.

5 One month later, the misleading RocketLawyer advertising still had not been
6 changed or removed. Beginning November 15, 2011, in a series of emails, Mr. Liu
7 repeatedly requested that RocketLawyer discontinue its misleading advertisements
8 and discontinue its use of LegalZoom's trademarks, "LEGALZOOM" (U.S.
9 Trademark Registration Nos. 3211009; 3210728; 3210861; and 2540549) and
10 "LEGALZOOM.COM" (U.S. Trademark Registration Nos. 3569400 and 3748170)
11 (the "Trademarks"), or any confusingly similar variations thereto, including but not
12 limited to "LEGAL ZOOM," as Internet search terms in connection with
13 RocketLawyer's false advertising and unfair competition practices. True and correct
14 copies of the emails between Brian Liu and Charley Moore, dated between November
15 15 and November 18, 2011, are attached hereto as **Exhibit A-4**.

16 To date, the activities complained of have continued and LegalZoom has no
17 choice but to bring this action seeking injunctive relief and damages.

18 **JURISDICTION AND VENUE**

19 1. This Complaint arises under the laws of the United States, 15 U.S.C.
20 §1125 *et seq.* This Court has original jurisdiction of this action under 15 U.S.C. §
21 1338. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 because the
22 claims are so related as to form part of the same case or controversy.

23 2. This Court has personal jurisdiction over Defendant because Defendant
24 solicits, transacts and does business in California and this District via its website and
25 toll-free telephone number, a substantial part of the wrongful acts or omissions
26 complained of occurred in this District, and Defendant is subject to personal
27 jurisdiction in this District. Defendant purposefully directed its activities toward this
28 District when it willfully and specifically targeted consumers here and a substantial

1 part of the harm was felt in this District.

2 3. Venue is proper in the United States District Court for the Central
3 District of California under 28 U.S.C. §§ 1391(b) and (c).

4 **THE PARTIES**

5 4. Plaintiff LegalZoom is a corporation duly organized and existing under
6 the laws of the State of Delaware with its principal place of business at 101 North
7 Brand Boulevard, 11th Floor, Glendale, California 91203. LegalZoom is in good
8 standing with the California Secretary of State.

9 5. On information and belief, Defendant RocketLawyer is a Delaware
10 Corporation doing business at 182 Howard Street, #830, San Francisco, California
11 94105.

12 **FACTUAL ALLEGATIONS**

13 **LegalZoom's Intellectual Property**

14 6. LegalZoom provides personalized, affordable, online legal solutions for
15 families and small businesses. Founded more than 12 years ago by attorneys with
16 experience at some of the top law firms in the country, LegalZoom has helped over
17 two million Americans become protected with binding legal documents. Although
18 LegalZoom is not a law firm, it can help customers throughout the United States gain
19 access to attorneys through its legal plans.

20 7. Since June 2000, and continuously to the present, LegalZoom has owned
21 and used the trademarks LEGALZOOM (Federal Trademark Registration Nos.
22 3211009, 3210728, 3210861 and 2540549) and LEGALZOOM.COM (Federal
23 Trademark Registration Nos. 3569400 and 3748170) in interstate commerce in
24 connection with its LegalZoom.com business. Attached hereto as **Exhibit B** are true
25 and correct copies of the Certificates of Registration for these trademarks.

26 8. RocketLawyer did not use LEGALZOOM or LEGALZOOM.COM prior
27 to 2000. LegalZoom therefore has priority over RocketLawyer's use of
28 LEGALZOOM and LEGALZOOM.COM.

1 9. LegalZoom has invested substantial sums of time, money and effort to
2 develop, use, advertise and promote the Trademarks. The trademarks LEGALZOOM
3 and LEGALZOOM.COM, have been, and will continue to be, known by consumers
4 throughout the United States as identifying and distinguishing LegalZoom’s products
5 and services. As a result, the Trademarks have become an integral and indispensable
6 part of LegalZoom’s goodwill and business.

7 **RocketLawyer’s Misconduct**

8 10. RocketLawyer is an online legal services company that provides
9 individuals and small to medium sized businesses with online legal services,
10 including incorporation, estate plans, legal health diagnosis, and legal document
11 review. RocketLawyer also provides a network of attorneys that consumers and small
12 businesses can consult with on legal issues through its “On Call” service. However,
13 RocketLawyer’s website expressly disclaims that “RocketLawyer.com is not a law
14 firm, and the employees of RocketLawyer.com are not acting as your attorney.
15 RocketLawyer.com does not practice law and does not give legal advice.”

16 11. RocketLawyer promotes and sells its products and services to online
17 customers through its interactive website located at www.rocketlawyer.com.

18 12. LegalZoom is informed and believes that RocketLawyer registered, in
19 bad faith, the internet domain names “www.legalzoomgadget.com” and
20 “www.legalzoomer.com.” These domain names are confusingly similar to
21 LegalZoom’s Trademarks. RocketLawyer is not licensed or authorized in any way to
22 use the LEGALZOOM or LEGALZOOM.COM trademarks, or any confusingly
23 similar imitations thereon in connection with its false and misleading advertisements
24 for its products or services. In its Counterclaim, RocketLawyer alleges that it is
25 willing to transfer these domains to LegalZoom. If this is true, LegalZoom will
26 accept RocketLawyer’s transfer of these domains to LegalZoom.

27 13. LegalZoom is informed and believes that RocketLawyer purchased the
28 search terms, “LegalZoom,” “Legal Zoom” and “LegalZoom.com,” from Internet

1 search engines, including, but not limited to Google.com, Yahoo.com and Bing.com,
2 to improperly divert potential consumers of LegalZoom to the RocketLawyer website
3 by triggering sponsored links to RocketLawyer's deceptive advertisements, which
4 advertise, among other things "incorporate for free... pay no fees (\$0)," "free
5 incorporation," "free help from local attorneys," "free legal review," and "free" trials
6 of RocketLawyer's "Pro Legal Plan." True and correct copies of these
7 advertisements are attached hereto as Exhibit C.

8 14. These RocketLawyer advertisements are false and misleading as follows:

9 a. Customers seeking to "incorporate for free" through
10 RocketLawyer's services are nonetheless required to pay the state fees associated
11 with incorporation. Even more, customers who access the RocketLawyer link to the
12 "incorporate for free... pay no fees (\$0)" or "free incorporation" do not discover that
13 they must actually pay the state filing fees until after they have accessed the
14 RocketLawyer website, completed a "company setup" and filled out information
15 relating to the "company details." On information and belief, RocketLawyer changed
16 the language of this advertisement only after being served with a copy of
17 LegalZoom's original Complaint, as filed.

18 b. Customers can access the "free help from local attorneys" and the
19 "free legal review" only if they are paid members of RocketLawyer's "Basic Legal
20 Plan" or "Pro Legal Plan." This paid membership requirement for access to the
21 purported "free help from local attorneys" and "free legal review" is not disclosed in
22 close proximity to the advertisements on RocketLawyer's website. Indeed, this
23 requirement is only disclosed in RocketLawyer's "On Call Terms of Service," which
24 is accessible to customers only upon clicking a separate link. On information and
25 belief, only after being served with a copy of LegalZoom's original Complaint, as
26 filed, RocketLawyer changed the language of its "On Call Terms of Service," to
27 provide that "Customers who enter into a one week (seven (7) calendar days) free trial
28 are eligible to receive one (1) free legal matter consultation...." This access during a

1 “free trial” was not available before LegalZoom’s filing of the original Complaint. In
2 any event, even with RocketLawyer’s last minute change, access to the advertised
3 “free help from local attorneys” and the “free legal review” is still conditioned upon
4 customers actively enrolling in RocketLawyer’s trial membership and providing
5 RocketLawyer with their credit card information.

6 c. Despite advertisements that customers can try RocketLawyer’s
7 “Pro Legal Plan” for “free,” customers who sign up for a one-week free trial
8 membership under the “Pro Legal Plan” are instead directed to enroll in a one-week
9 trial of RocketLawyer’s “Basic Legal Plan.” Even more, those customers thereafter
10 find themselves enrolled unwittingly in a “negative option” program – *i.e.*, a program
11 in which they are automatically enrolled and must contact RocketLawyer to opt out of
12 – that has likely caused them to incur significant recurring monthly charges by
13 RocketLawyer. An inconspicuous disclosure of RocketLawyer’s negative option is
14 found in small print and standard font only upon the customer being directed to enroll
15 in the “free trial membership.” However, no further acknowledgement regarding the
16 negative option is provided. A true and correct copy of RocketLawyer’s negative
17 option disclosure is attached hereto as **Exhibit D**.

18 15. RocketLawyer’s use of the term “free” in the aforementioned
19 advertisements is not only patently false, but is also in violation of Section 251.1 of
20 the Federal Trade Commission (the “FTC”) Guide concerning the use of the word
21 “free,” which requires, among other things, that “all terms, conditions and obligations
22 upon which receipt and retention of the “Free” item are contingent should be set forth
23 clearly and conspicuously *at the outset of the offer* so as to leave no reasonable
24 probability that the terms of the offer might be misunderstood.” (*Emphasis added*).
25 As indicated above, the terms, conditions and obligations upon which receipt of
26 RocketLawyer’s purported “free” services and products are contingent and are **not**
27 conspicuously and clearly set forth *at the outset of the offer*.

28 16. Furthermore, RocketLawyer’s use of its “negative option” program

1 violates California's Negative Option Law (the "California Negative Option Rule").
2 Cal. Bus. & Prof. Code § 17600 *et seq.* Under the California Negative Option Rule,
3 an offer which includes an automatic renewal provision must include a clear and
4 conspicuous disclosure that: (1) the subscription will continue until the customer
5 terminates the contract; (2) the cancellation policy of the offer; (3) the amount of the
6 recurring charges that the customer's credit card will be charged, and if the amount
7 will change, and if so, the amount that the charge will be changed by, if known; (4)
8 the duration of the automatic renewal term or that the subscription is continuous; and
9 (5) if there is any minimum purchase requirement. The statute spells out the
10 requirements of "clear and conspicuous" and provides that to qualify as "clear and
11 conspicuous, a disclosure must be in larger type than the surrounding text, or in
12 contrasting type, font or color to the surrounding text of the same size, or set off from
13 the surrounding text of the same size by symbols or other marks, in a manner that
14 clearly calls attention to the language. In addition, the statute requires that the
15 customer be provided with an acknowledgement that includes the automatic renewal
16 or continuous service offer terms, cancellation policy and information regarding how
17 to cancel in a manner that is capable of being retained by the customer. As discussed
18 above, RocketLawyer's negative option is not clearly and conspicuously disclosed
19 and no such acknowledgement is provided.

20 17. LegalZoom has lost business and continues to lose business caused by
21 RocketLawyer's false and misleading advertisements and unfair competition practices
22 as a result of at least one customer being diverted to the RocketLawyer website and/or
23 refusing to do business with LegalZoom due to the fact that the RocketLawyer
24 advertisements falsely state that RocketLawyer.com offers "free" incorporation, "free
25 help from local attorneys," "free legal review," and "free" trials of RocketLawyer's
26 "Pro Legal Plan."

27 **FIRST CLAIM FOR RELIEF**

28 **(Federal False & Misleading Advertising and Unfair Competition in Violation of**

the Lanham Act, 15 U.S.C. § 1125(a)

18. LegalZoom realleges and incorporates by reference each and every allegation contained in the above paragraphs as if fully set forth herein.

19. The Lanham Act prohibits false and misleading advertising and prohibits advertisers like RocketLawyer from making any claim, and directly or indirectly, in words or in substance, qualified or unqualified, that contain express or implied falsehoods.

20. As described above, RocketLawyer has made false and/or misleading statements of fact concerning the “free” nature of its services and products in its online advertising and promotion, including but not limited to:

A. Representing that customers can “incorporate for free... pay no fees (\$0)” and “free incorporation,” when, in fact, customers seeking to “incorporate for free” through RocketLawyer’s services are nonetheless required to pay the state fees associated with incorporation – a fact which customers do not discover until after they have accessed the RocketLawyer website, completed a “company setup” and filled out information relating to the “company details.”

B. Representing that customers can get “free help from local attorneys” and “free legal review” when, in fact, access to the “free help from local attorneys” and access to the “free legal review” are available only after customers become **paid** members of RocketLawyer’s “Basic Legal Plan” or “Pro Legal Plan.” This membership requirement for the “free help from local attorneys” and “free legal review” is **not** disclosed in close proximity to the advertisements on the RocketLawyer website. While after the filing of LegalZoom’s original Complaint, RocketLawyer changed the language of its “On Call Terms of Service” to provide that “Customers who enter into a one week (seven (7) calendar days) free trial are eligible to receive one (1) free legal matter consultation,” access to the advertised “free help from local

1 attorneys” and the “free legal review” is still conditioned upon customers
2 actively enrolling in RocketLawyer’s trial membership and providing
3 RocketLawyer with their credit card information.

4 C. Representing that customers can get “free” trials of
5 RocketLawyer’s “Pro Legal Plan,” when, in fact, customers who sign up for a
6 trial membership under the “Pro Legal Plan” are directed to enroll in a one-
7 week trial of RocketLawyer’s “Basic Legal Plan” and thereafter find
8 themselves enrolled unwittingly in RocketLawyer’s “negative option” program
9 without conspicuous notice of the terms at the outset of the offer.

10 21. RocketLawyer uses the search terms “LegalZoom,” “Legal Zoom” and
11 “LegalZoom.com” to redirect customers to RocketLawyer’s false and misleading
12 advertisements and to disseminate such false and misleading advertisements in
13 interstate commerce. As a result, RocketLawyer has widely disseminated such false
14 and misleading advertisements via the internet to the relevant purchasing public so as
15 to sufficiently constitute commercial advertising under the Lanham Act.

16 22. RocketLawyer’s false and misleading advertisements have deceived a
17 substantial segment of the audience exposed to it, or have the capacity for such
18 deception, and have, or are likely to, influence consumer purchasing decisions.

19 23. RocketLawyer sells, offers for sale, distributes, and/or advertises goods
20 and services to consumers that directly compete with LegalZoom’s sales of its own
21 services and products.

22 24. RocketLawyer’s conduct demonstrates an intentional, willful, and
23 malicious intent deceive consumers and unfairly compete with LegalZoom.

24 25. RocketLawyer’s false and misleading advertisements have caused and,
25 unless enjoined, will continue to cause immediate and irreparable harm to LegalZoom
26 for which there is no adequate remedy at law. In addition, as a result of
27 RocketLawyer’s false and misleading advertisements, LegalZoom has been injured,
28 including but not limited to, potential decline in sales and market share, loss of

1 goodwill, and additional losses and damages. Furthermore, RocketLawyer has been
2 unjustly enriched at the expense of LegalZoom as a consequence of RocketLawyer's
3 false and misleading advertising. Accordingly, LegalZoom is entitled to injunctive
4 relief and to recover actual damages, enhanced profits and damages, costs,
5 RocketLawyer's profits, and reasonable attorneys' fees under 15 U.S.C. §§ 1114,
6 1116 and 1117.

7 **SECOND CLAIM FOR RELIEF**

8 **(California False and Misleading Advertising in Violation of Cal. Bus. & Prof.**

9 **Code § 17500)**

10 26. LegalZoom realleges and incorporates by reference each and every
11 allegation contained in the above paragraphs as if fully set forth herein.

12 27. At all relevant times herein mentioned, RocketLawyer is a corporation
13 doing business at 182 Howard Street, #830, San Francisco, California 94105.

14 28. Beginning on a date unknown to LegalZoom but within at least the last
15 three (3) years preceding the filing of the Complaint, RocketLawyer, acting directly
16 or indirectly with the intent to induce members of the public to engage
17 RocketLawyer's services and purchase RocketLawyer's products, made or caused to
18 be made, in violation of Business and Professions Code section 17500, untrue or
19 misleading statements in the state of California via its website, that include, but are
20 not limited to, the following:

21 A. Representing that customers can "incorporate for free... pay no
22 fees (\$0)" or "free incorporation," when, in fact, customers seeking to
23 "incorporate for free" through RocketLawyer's services are nonetheless
24 required to pay the state fees associated with incorporation – a fact which
25 customers do not discover until after they have accessed the RocketLawyer
26 website, completed a "company setup" and filled out information relating to the
27 "company details."

28 B. Representing that customers can get "free help from local

1 attorneys” and “free legal review” when, in fact, access to the “free help from
2 local attorneys” and access to the “free legal review” are available only after
3 customers become **paid** members of RocketLawyer’s “Basic Legal Plan” or
4 “Pro Legal Plan.” This membership requirement for the “free help from local
5 attorneys” and “free legal review” is **not** disclosed in close proximity to the
6 advertisements on the RocketLawyer website. While after the filing of
7 LegalZoom’s original Complaint, RocketLawyer changed the language of its
8 “On Call Terms of Service” to provide that “Customers who enter into a one
9 week (seven (7) calendar days) free trial are eligible to receive one (1) free
10 legal matter consultation,” access to the advertised “free help from local
11 attorneys” and the “free legal review” is still conditioned upon customers
12 actively enrolling in RocketLawyer’s trial membership and providing
13 RocketLawyer with their credit card information.

14 C. Representing that customers can get “free” trials of
15 RocketLawyer’s “Pro Legal Plan,” when, in fact, customers who sign up for a
16 trial membership under the “Pro Legal Plan” are directed to enroll in a one-
17 week trial of RocketLawyer’s “Basic Legal Plan” and thereafter find
18 themselves enrolled unwittingly in RocketLawyer’s “negative option” program
19 without conspicuous notice of the terms at the outset of the offer.

20 29. While using LegalZoom adwords to trigger and disseminate the
21 advertisements herein alleged, RocketLawyer knew, or by the exercise of reasonable
22 care should have known, that the advertisements were untrue and misleading and so
23 acted in violation of Section 17500 of the Business and Professions Code.
24 RocketLawyer’s advertising further violates Section 17509 and Section 17600 *et seq.*
25 in that the advertisements herein alleged require, as a condition of the “free” services,
26 the payment of state fees, the purchase of paid membership and/or the enrollment in a
27 trial membership plan subject to a negative option without adequate disclosure to
28 customers.

1 Zoom” and “LegalZoom.com” to trigger sponsored links and to redirect customers to
2 RocketLawyer’s false and misleading advertisements, which deceptively advertises
3 among other things “free” incorporation, “free help from local attorneys,” “free legal
4 review,” and “free” trials of RocketLawyer’s “Pro Legal Plan.”

5 37. LegalZoom is informed and believes RocketLawyer, as a competitor to
6 LegalZoom, performed the acts alleged herein for the purpose of injuring LegalZoom.
7 The acts alleged herein continue to this day and present a threat to LegalZoom, the
8 general public, the trade and consumers.

9 38. RocketLawyer has been unjustly enriched through its false and
10 misleading advertising.

11 39. As a result of RocketLawyer’s wrongful acts, LegalZoom has suffered
12 and will continue to suffer loss of income, profits and valuable business opportunities
13 and if not preliminarily or permanently enjoined, RocketLawyer will have unfairly
14 derived and will continue to unfairly derive income, profits and business opportunities
15 as a result of its wrongful acts.

16 40. Pursuant to California Business and Professions Code section 17200 *et*
17 *seq.*, LegalZoom seeks an order of this Court preliminarily and permanently enjoining
18 RocketLawyer from continuing to engage in the unlawful, unfair and fraudulent acts
19 or practices set forth herein, as well as restitution.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, LegalZoom.Com, Inc. prays that:

22 1. RocketLawyer transfer the domains, www.legalzoomer.com and
23 www.legalzoomgadget.com, to LegalZoom.

24 2. RocketLawyer and all of its respective agents, officers, employees,
25 representatives, successors, assigns, attorneys, and all other persons acting for, with,
26 by, through or under authority from RocketLawyer, or in concert or participation with
27 RocketLawyer, and each of them, be temporarily, preliminarily and permanently
28 restrained and enjoined:

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- a. From further registration of domain names that are identical or confusingly similar to LegalZoom's Trademarks, or any infringing or dilutive variations thereto;
- b. From further use of LegalZoom's Trademarks as Internet search terms or otherwise to trigger sponsored links to RocketLawyer's false and misleading advertisements;
- c. From further use of the false and misleading advertisements as alleged herein; and
- d. From further acts of false and misleading advertising and unfair competition that would damage or injure LegalZoom.

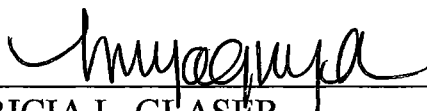
3. The Court find RocketLawyer's acts of false and misleading advertising and unfair competition to be knowing and willful, and an exceptional case within the meaning of 15 U.S.C. § 1117;

4. LegalZoom be awarded damages, including its actual damages, RocketLawyer's profits, treble and punitive damages, as well as its attorneys' fees and costs, in an amount to be ascertained pursuant to applicable laws, including, without limitation, 15 U.S.C. §1117 and California law; and

5. LegalZoom have such other and further relief as the Court may deem just.

DATED: January 7, 2013

GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP

By: 
PATRICIA L. GLASER
FRED D. HEATHER
MARY ANN T. NGUYEN
Attorneys for Plaintiff
LegalZoom.com, Inc.

JURY TRIAL DEMAND

In accordance with Rule 38 of the Federal Rules of Civil Procedure and L.R.

1 38-1, LegalZoom respectfully demands a trial by jury on all issues and claims so
2 triable.

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Exhibit A-1

Exhibit A-1

From: Dorian Quispe [IMCEAEX- _O=CHOST_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=CDC55DE6-ECD4-4F82-97D5-64187EC5077F@legalzoom.com]
Sent: Wednesday, September 07, 2011 1:29 PM
To: ads-trademarks@google.com
Cc: Travis M.; Matt Taylor
Subject: Trademark Compliant - Legalzoom
Attachments: Legalzoom Adwords Trademark 9.7.2011.pdf

To Whom It May Concern:

LegalZoom.com, Inc. ("LegalZoom" or "we") writes to notify you that certain user(s) (the "Violating Parties") of your Google Adwords service are in violation of your posted policies. Please see attachment.

Sincerely,

Dorian E. Quispe | *Sr. Director of Online Media*
323.962.8600 x8770 | Fax 323.337.0732 | dquispe@legalzoom.com
www.legalzoom.com | 101 N. Brand Blvd., Suite 1100, Glendale, CA 91203



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9.7.2011.

To Whom It May Concern:

LegalZoom.com, Inc. ("LegalZoom" or "we") writes to notify you that certain user(s) (the "Violating Parties") of your Google Adwords service are in violation of your posted policies. In short, the Violating Parties have violated your policies requiring that Google AdWord ads be relevant, clear, accurate and avoid using other parties' trademarks. To illustrate the violations, we have attached a screenshot of the Google results for the search term "legalzoom," attached as Exhibit 1. The circled result in Exhibit 1 is an example of an advertisement (the "Ad") by a Violating Party that violates the Google policies. The Ad directs users to a landing page, attached as Exhibit 2, that, when viewed in conjunction with the Ad, presents an unclear and inaccurate message, improperly makes competitive claims, and creates a likelihood of consumer confusion. The foregoing, taken as a whole, infringes on LegalZoom's intellectual property rights.

Claim #1. The Ad improperly makes competitive claims.

The Google AdWords policy on Competitive Claims states:

"If your ad text contains competitive language regarding other companies, specific support for this claim must be displayed on the landing page for your AdWords ad. You can offer support for your claim...that compares the features or prices of your product versus your competitor's product, or a competitive analysis discussing why your product is superior."

The Ad expressly mentions the "Zoom" product and states that the products Violating Party are better because they are free. This is clearly a competitive claim and a reasonable consumer would be interested to find out the details about this comparison. Simple examples might be: "How much of a price difference is there?" "I've heard of LegalZoom but never Zoom, are these the same?" "How do the quality and prices of Zoom and [the Violating Parties] compare?" The landing page provides no specific support for the claims made against the "Zoom" company or products. In fact, the landing page provides no comparison of any features of the Violating Party versus "Zoom" and no competitive analysis why the Violating Party's product is better than "Zoom's." In fact, the Violating Party's landing page makes no reference to "Zoom" at all, let alone to LegalZoom. By directly comparing its products to the "Zoom" products in its AdWords ad but failing to provide any substantiating (or even relevant) evidence on the landing page, the Violating Party is in direct violation of Google's Competitive Claims policy.

Claim #2. The Ad is unclear and inaccurate.

The Google Adwords policy on Relevance, Clarity, and Accuracy states:

"Your ads and keywords must directly relate to the content on the landing page for your ad. When users see your ad, they should be able to understand what kind of product, service, or other content they'll find on your site."

A plain reading of the Ad indicates that the "Zoom" product will cost the customer a fee. The landing page of the Ad says nothing about the costs associated with the "Zoom" product. In fact, there is no mention of any "Zoom" product whatsoever on the landing page, or even what or who "Zoom" might be. This ad creates confusion by mentioning a "Zoom" product that is more expensive than the Violating Party's product. The Ad creates an expectation that the landing page will explain the price difference (and possibly inform the customer what the "Zoom" product or company actually is.) Upon visiting the landing page, a reasonable customer would be left confused since Ad does not directly relate to the landing page and refers to a non-entity. By referencing a fictional

competitor and making claims about such competitor's product, the Ad is clearly unclear, inaccurate, and confusing and therefore in violation of Google's Relevance, Clarity, and Accuracy policy.

Claim #3: Trademark complaint.

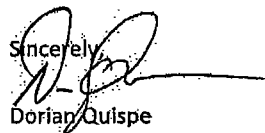
A Violating Party may respond to its violation of Google's policy on Relevance, Clarity, and Accuracy by saying that "Zoom" refers to LegalZoom and that a reasonable person would understand that that the Violating Party is referring their product and prices to LegalZoom. While this assumption could be argued to clarify the ad's content, it still leaves the Ad in violation of Google's policies regarding Competitive Claims because the landing page does not support the statement, as detailed above. In addition, by using a stand-in for LegalZoom's name in the Ad in a manner that is likely to create confusion, the Violating Party is infringing on LegalZoom's Intellectual property rights. Google's stance on trademark infringement states "Google takes allegations of trademark infringement very seriously and, as a courtesy, we investigate matters raised by trademark owners." If a Violating Party claims that the phrase "Zoom" is clear and accurate because it refers to the phrase "LegalZoom," it is intentionally confusing or misleading the consumer, in direct violation of Google's relevant trademark policies. The phrase "Zoom" is not a registered trademark of LegalZoom but there can be no mistake that its use is intended to do nothing but circumvent Google's trademark infringement policy. It is unimaginable that Google would allow the use of "LegalZom" by a LegalZoom competitor in an AdWords ad, so "Zoom," in this context, should be similarly prohibited as a violation of Google's trademark policy.

Response Requested.

Pursuant to Google's policy on Relevance, Clarity, and Accuracy, we respectfully request that the Ad in particular and other ads that use the term "Zoom" in an intentionally unclear and inaccurate manner likely to create consumer confusion be disapproved and/or removed. If, thereafter, a Violating Party persists in using such unclear and deceptive tactics, we would also request that the Violating Party's domain be disabled since such practices deprive Google users of a useful, relevant and meaningful search experience, all of which are parts of Google's stated mission.

In addition, LegalZoom hereby files a general complaint that users using the term "Zoom" in the ways described above create an unacceptable likelihood of consumer confusion. LegalZoom also files herewith a specific complaint regarding the URLs set forth on the attached Exhibit 3.

Sincerely,



Dorian Quispe

Senior Director, Online Media

Exhibit 1:

Web Images Videos Maps News Shopping Mail more

Google legalzoom

About 5,890,000 results (0.17 seconds)

Advanced search

Everything
Images
Videos
News
Shopping
More

Glendale, CA
Orange location

Any time
Next hour
Past 24 hours
Past 3 weeks
Past month
Past year
Custom range
View search tools

Sanctuary of...
legalzoom
stephen
idmehy
colleah
water

LegalZoom (Official Site) - The Leading Online Legal Center
www.legalzoom.com
As Seen on CNN, MSNBC, & Fox News
Power of Attorney Divorce
Last Wills Online Trademarks, Patents & Copyrights
Incorporations, LLCs & DBAs Bankruptcy

Free Legal Documents - Zoom is Expensive. We're 100% Free
legalzoom.com
Legal Forms, Contract, Will, Lease
Free Legal Will - Form LLC or Non-Profit - Free Power of Attorney - Divorce Center

LegalZoom Online Legal Document Services: LLC, Wills ...
www.legalzoom.com - Cached
Online legal document preparation services for estate planning, trademarks, corporations and others.

LLC (Limited Liability Company)
www.legalzoom.com - Cached
Forming an LLC can protect you ...

Last Will
www.legalzoom.com - Cached
With a LegalZoom Will you'll get ...

Divorce
www.legalzoom.com - Cached
An uncontested divorce can help ...
More results from legalzoom.com

Wills & Estate Planning
www.legalzoom.com - Cached
Fast and easy wills and living ...

Living Trust
www.legalzoom.com - Cached
Create a living trust to protect ...

Incorporation
www.legalzoom.com - Cached
Learn about incorporation for ...

LegalZoom - Wikipedia, the free encyclopedia
en.wikipedia.org/wiki/LegalZoom - Cached
LegalZoom.com, Inc. is an online legal documentation service that was founded by Brian P. Y. Liu, Brian S. Lee, Edward R. Haneman, and Robert Shapiro; ...

Online Incorporation
www.legalzoom.com
Incorporate Online Today. With BizFilings, It's Fast & Affordable!

MyCorporation Corps & LLCs
www.mycorporation.com
Starting a Business Made Simple. Packages From Just \$49. Order Now.

We The People Legal Docs
www.legaldocs101.com
Quick, affordable legal documents. Probate, family, estate and more. 800 E. Thousand Oaks Blvd.

USLegalForms™
www.uslegalforms.com
The Official Site of USLegalForms. Over 50,000 Available Legal Forms!

Why is Zoom So Expensive?
www.stanislavlegal.com
See how Standard Legal saves you money on the same legal forms.

Register Your Trademark
www.trademark.com/Trademark - Services
1 Free Search - 2 \$150 Filing Fee
Secure Your Trademark Today

See also: Attorney


Exhibit 2:

RocketLawyer.com

Home Personal Professional Find a Lawyer For Attorneys Search





Finally. Easy and affordable legal help.
Over 15 million individuals and businesses use Rocket Lawyer to simplify their legal lives.

Your legal health starts here.
Use our legal health tools to better understand, manage, and control your legal life.

Can you afford to wait?  Incorporate your business for free!

Save 40% off local attorneys with Rocket Lawyer On Call™

Featured Lawyers

 Wendy Thompson Tax Law Bellevue, WA	 Marcello Monemiani Business Law Washington, DC
 Steven A. Debar Business Law Farmington, CT	 Paula Chaitkin International Patent Boston, MA

Free Legal Resources

Help Articles
Business - Employment Legal
Wills - Estate Planning
Family Legal
Real Estate Legal
Health - Medical Legal
Personal Finance Legal
Online Legal Service
US Legal
More help articles

Legal Centers
Tax Legal Center
Banking Legal Center
Estate Planning Center
Divorce Legal Center
Birmingham Legal Center
Real Estate Legal Center
Small Business Center
Power Legal Center
Insurance Center

Exhibit 3:

Free Legal Documents - Zoom is Expensive. We're 100% Free

legal.rocketlawyer.com

Legal Forms, Contract, Will, Lease.

Free Legal Will - Form LLC or Non-Profit - Free Power of Attorney - Divorce Center

Adwords URL:

[http://www.google.com/acik?sa=l&al=C6JtBy7dnTvIlGYTYqwgG26fCsDlntHfIBocyKnyKx6uwaCAAQAIC2VcgCUI-8JIHYMnm34blo5AZoAHXnPhyA8gBAaoEHE_Q2-nfx9\]KM2vlpGjxwziGkAMYuHuFr4JUvOABZBOugUTCMLi6uHhi6sCFbQnQgodZ2QgnsoFAA&rct=j&q=legalzoom&ei=y7dnToLSFbTPiALnyIHxCQ&sig=AOD64_3nHYWwWEnQvHgoOmiWel2PAKm5Dg&sqi=2&ved=0CBoQ0Qw&adurl=http://www.rocketlawyer.com/%3Futm_source%3D103%26campaign%3DCompetitor%26keyword%3DLegalZoom%26mtype%3De%26ad%3D9097512545%26docCategoryId%3Dnone&cad=rja](http://www.google.com/acik?sa=l&al=C6JtBy7dnTvIlGYTYqwgG26fCsDlntHfIBocyKnyKx6uwaCAAQAIC2VcgCUI-8JIHYMnm34blo5AZoAHXnPhyA8gBAaoEHE_Q2-nfx9]KM2vlpGjxwziGkAMYuHuFr4JUvOABZBOugUTCMLi6uHhi6sCFbQnQgodZ2QgnsoFAA&rct=j&q=legalzoom&ei=y7dnToLSFbTPiALnyIHxCQ&sig=AOD64_3nHYWwWEnQvHgoOmiWel2PAKm5Dg&sqi=2&ved=0CBoQ0Qw&adurl=http://www.rocketlawyer.com/%3Futm_source%3D103%26campaign%3DCompetitor%26keyword%3DLegalZoom%26mtype%3De%26ad%3D9097512545%26docCategoryId%3Dnone&cad=rja)

Landing Page URL:

http://www.rocketlawyer.com/?utm_source=103&campaign=Competitor&keyword=LegalZoom&mtype=e&ad=9097512545&docCategoryId=none&gclid=CO6GzL7ni6sCFU00Qgod0Q4dvQ

Why is Zoom So Expensive?

www.standardlegal.com

See how Standard Legal saves you money on the same legal forms...

Adwords URL:

[http://www.google.com/acik?sa=l&al=CweaGy7dnTvIlGYTYqwgG26fCsDJPUrX_nybm3CsT_8u8BEAUgtlQoBIDqiuW_P_8BYMnm34blo5AZoAG1lrf-A8gBAaoEFk_Qi8Cdfxp\]KM2vloCIMOn00BaKoF6ABZBOugUTCMLi6uHhi6sCFbQnQgodZ2QgnsoFAA&num=7&rct=j&q=legalzoom&ei=y7dnToLSFbTPiALnyIHxCQ&sig=AOD64_36XKuNLTIZ-llqivDcrYVHKnbU5w&sqi=2&ved=0CD0Q0Qw&adurl=http://www.standardlegal.com/legalzoom.html&cad=rja](http://www.google.com/acik?sa=l&al=CweaGy7dnTvIlGYTYqwgG26fCsDJPUrX_nybm3CsT_8u8BEAUgtlQoBIDqiuW_P_8BYMnm34blo5AZoAG1lrf-A8gBAaoEFk_Qi8Cdfxp]KM2vloCIMOn00BaKoF6ABZBOugUTCMLi6uHhi6sCFbQnQgodZ2QgnsoFAA&num=7&rct=j&q=legalzoom&ei=y7dnToLSFbTPiALnyIHxCQ&sig=AOD64_36XKuNLTIZ-llqivDcrYVHKnbU5w&sqi=2&ved=0CD0Q0Qw&adurl=http://www.standardlegal.com/legalzoom.html&cad=rja)

Landing Page URL:

<http://www.standardlegal.com/legalzoom.html?gclid=CPSP0MLoi6sCFR5UgwodlEztuQ>

Exhibit A-2

Exhibit A-2

-----Original Message-----

From: Google Advertising Legal Support Team [<mailto:ads-trademarks@google.com>]

Sent: Friday, September 23, 2011 1:28 PM

To: Dorian Quispe

Subject: Re: [#866362036] Trademark Compliant - Legalzoom

Hi Donna,

Thanks for sending us your trademark complaint. Your complaint has been processed. The ads in question will now display in accordance with Google's trademark policies, which vary by region. To review our trademark policies, please see the following links:

Main policy page

(<http://adwords.google.com/support/aw/bin/answer.py?hl=en&answer=6118>)

Regional ad text and keyword policies

(<http://adwords.google.com/support/aw/bin/answer.py?hl=en&answer=144298>)

Reseller/informational site policy

(<http://adwords.google.com/support/aw/bin/answer.py?hl=en&answer=145626>)

Please note that we processed only the following specific URLs, which were listed in your trademark complaint: rocketlawyer.com and standardlegal.com. We will not be disapproving the use of your trademark beyond the scope of your complaint. In addition, we processed only this trademark: ZOOM. If there are additional ads using variations or misspellings of your trademark, please supply us with a list of the terms and the ads that are using them, and we will review these accordingly.

Best regards,

Sam

Google Advertising Legal Support Team

Original Message Follows:

From: Dorian Quispe <dquispe@legalzoom.com>

Subject: Re: [#866362036] Trademark Compliant - Legalzoom

Date: Thu, 15 Sep 2011 19:52:03 -0500

> Thank you Lyndsay.

>

> dq

>

> Sent from my iPhone

>

> On Sep 15, 2011, at 5:43 PM, "Google Advertising Legal Support Team"

<ads-trademarks@google.com<<mailto:ads-trademarks@google.com>>> wrote:

>

> Lyndsay

>

Exhibit A-3

Exhibit A-3

From: Brian Liu
Sent: Friday, October 14, 2011 1:43 PM
To: 'Charles Moore'
Subject: RE: Follow Up

Charley,

Thanks for getting back to be. If you are available, I can be reached at 818-632-6117 pretty much all afternoon.

Thanks!

- Brian

From: Charles Moore [mailto:cm@rocketlawyer.com]
Sent: Thursday, October 13, 2011 5:05 PM
To: Brian Liu
Cc: Dan Nye
Subject: Re: Follow Up

Brian,

We're overdue to get acquainted. I met John Suh a couple of years ago, and I've heard a lot of good stuff about you.

Congrats on getting Sue Decker on your board, by the way. Our kids go to school together and we have a lot of mutual friends and acquaintances. She's awesome.

I'm available tomorrow, anytime before 10am; from 10:30am - 11am, or 1:30pm - 2:30pm. Hopefully, one of those slots is free for you too?

Otherwise, I'm traveling next week until Friday.

Best,
Charley

On Thu, Oct 13, 2011 at 4:23 PM, Dan Nye <dnye@rocketlawyer.com> wrote:

Brian - Given the topic you wish to discuss, it sounds like the best approach is for you to speak to Charley. He's included on this message so I'll leave to the two of you to take it from here. In addition, this should be more efficient since I am on the road.

Dan

On Thu, Oct 13, 2011 at 3:41 PM, Brian Liu <bliu@legalzoom.com> wrote:

Dan,

Thanks for getting back to me. I've actually met Charley before, and it would be good to reconnect, but I wanted to reach out to you since we've never met.

In addition, there is an important issue that our legal department has brought up regarding your advertising that I wanted to personally discuss with you first. Therefore, if you have time early next week, it would be good to talk.

Please let me know if you have time to talk next Monday or Tuesday.

Best,

Brian Liu

From: Dan Nye [<mailto:dnye@rocketlawyer.com>]
Sent: Thursday, October 13, 2011 1:35 PM
To: Brian Liu
Cc: Charles Moore
Subject: Follow Up

Brian - I received your VM from yesterday. Unfortunately, I am not in the office today or tomorrow. I'd be happy to have a call and I think it would be great for Charley Moore (Founder/Chairman) to join us. Can you provide some times that you will be available on 11/1, 11/2 or 11/4?

Thanks,

Dan

dnye@rocketlawyer.com
[415-518-6384](tel:415-518-6384)

dnye@rocketlawyer.com
415-518-6384

Exhibit A-4

Exhibit A-4

From: Brian Liu
Sent: Friday, October 14, 2011 3:41 PM
To: 'Charles Moore'
Subject: RE: Follow Up

Charley,

It was good speaking with you today. Just wanted to get back to you before you left with some of the ads and landing pages that our guys are having problems with, which are in the attached document.

If you haven't seen the FTC guidance, it's here: <http://www.ftc.gov/bcp/guides/free.htm> Specifically, "all of the terms, conditions and obligations should appear in close conjunction with the offer of 'Free' merchandise or service..."

As for our own Google ads, it appears that the "don't trust free" language only appears on search terms that include the word "free". We don't offer free documents, so what this ad is telling people is to not trust the concept of free in general (since often, there are strings attached.) However, I did see one ad that linked "don't trust free" to something specific, such as the legality of the document. I agree that is overly aggressive and will ask our guys to take that down.

Thanks for looking into this. When I'm in SF next, it would be good to sit down and grab a drink.

— Brian

From: Charles Moore [<mailto:cm@rocketlawyer.com>]
Sent: Thursday, October 13, 2011 5:05 PM
To: Brian Liu
Cc: Dan Nye
Subject: Re: Follow Up

Brian,

We're overdue to get acquainted. I met John Suh a couple of years ago, and I've heard a lot of good stuff about you.

Congrats on getting Sue Decker on your board, by the way. Our kids go to school together and we have a lot of mutual friends and acquaintances. She's awesome.

I'm available tomorrow, anytime before 10am; from 10:30am - 11am, or 1:30pm - 2:30pm. Hopefully, one of those slots is free for you too?

Otherwise, I'm traveling next week until Friday.

Best,
Charley

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Brian - Given the topic you wish to discuss, it sounds like the best approach is for you to speak to Charley. He's included on this message so I'll leave to the two of you to take it from here. In addition, this should be more efficient since I am on the road.

Dan

On Thu, Oct 13, 2011 at 3:41 PM, Brian Liu <bliu@legalzoom.com> wrote:

Dan,

Thanks for getting back to me. I've actually met Charley before, and it would be good to reconnect, but I wanted to reach out to you since we've never met.

In addition, there is an important issue that our legal department has brought up regarding your advertising that I wanted to personally discuss with you first. Therefore, if you have time early next week, it would be good to talk.

Please let me know if you have time to talk next Monday or Tuesday.

Best,

Brian Liu

From: Dan Nye [<mailto:dnye@rocketlawyer.com>]
Sent: Thursday, October 13, 2011 1:35 PM
To: Brian Liu
Cc: Charles Moore
Subject: Follow Up

Brian - I received your VM from yesterday. Unfortunately, I am not in the office today or tomorrow. I'd be happy to have a call and I think it would be great for Charley Moore (Founder/Chairman) to join us. Can you provide some times that you will be available on 11/1, 11/2 or 11/4?

Thanks,

Dan

dnye@rocketlawyer.com
415-518-6384

dnye@rocketlawyer.com
415-518-6384

Set Up a Free LLC (877) 407 5950

www.rocketlawyer.com/Free-LLC

Form an LLC in Under 8 Minutes. LLC Filing that is Dead Simple!

Others Charge \$99+, We're Free - 8 Minute LLC - Why We're Totally Free

1. Saying that it's *totally* free is misleading since you have to pay filing fees.
2. Free is also conditioned on opting in to a legal plan and must be disclosed. See FTC guidelines.

8 Minutes: Free LLL Setup (877) 407 5950

allstates.rocketlawyer.com/Free-LLC

Expert Guidance, No Processing Fees Professional Filings, Start Now

1. Setting up the LLC is not free since you must pay filing fees.
2. Even if you have lawyers guide you through the process, they would have to be certified experts.
3. Are lawyers doing the filings?

Landing page: <http://www.rocketlawyer.com/incorporate-for-free.rl>

1. No disclosure next to the word FREE about the conditions in the headline
2. In the Compare Pricing tab, simply disclosing the conditions in the question mark click isn't enough to satisfy FTC guidelines
3. Legal Zoom is not our proper name, and there is no TM notice.
4. We don't sell a corporate kit for \$100 anywhere on the website, so that is misleading. Our standard package contains more than just a corporate kit
5. Registered agent service is not \$159.
6. Their processing times are not the same as ours. For example - Delaware for us is way faster than 6 weeks.

Free Legal Documents - Why Pay? We're 100% Free

legal.rocketlawyer.com

Legal Forms, Contract, Will, Lease.

1. This ad appears on the LegalZoom brand term.
2. RL is not 100% free. For LLCs, and incorporations, you must pay filing fees. For other forms, it's conditioned upon opting in to the plan. See FTC guidance.

Exhibit B

Exhibit B

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 3,211,009

Registered Feb. 20, 2007

SERVICE MARK
PRINCIPAL REGISTER

LegalZoom

LEGALZOOM.COM, INC (CALIFORNIA CORPORATION)
SUITE 180
7083 HOLLYWOOD BLVD.
LOS ANGELES, CA 90028

FOR: PROVIDING ONLINE DIRECTORY INFORMATION ON ATTORNEY LISTINGS; ATTORNEY REFERRAL AND MATCHING SERVICES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-15-2000; IN COMMERCE 1-1-2001.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 2,540,549.

SER. NO. 78-850,586, FILED 3-30-2006.

SAIMA MAKHDOOM, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,210,728

Registered Feb. 20, 2007

**SERVICE MARK
PRINCIPAL REGISTER**

LegalZoom

LEGALZOOM.COM, INC. (CALIFORNIA CORPORATION)
SUITE 180
7083 HOLLYWOOD BLVD.
LOS ANGELES, CA 90028

FOR: LEGAL DOCUMENT PREPARATION SERVICES AND PROVIDING GENERAL LEGAL INFORMATION VIA A WEBSITE ON GLOBAL COMPUTER NETWORKS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 6-20-2000; IN COMMERCE 7-15-2000.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 2,540,549.

SER. NO. 78-758,303, FILED 11-21-2005.

SAIMA MAKHDOOM, EXAMINING ATTORNEY

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 3,210,861

Registered Feb. 20, 2007

**SERVICE MARK
PRINCIPAL REGISTER**

LegalZoom

LEGALZOOM.COM, INC. (CALIFORNIA COR-
PORATION)
7083 HOLLYWOOD BLVD.
SUITE 180
LOS ANGELES, CA 90028

FOR: ATTORNEY REFERRAL SERVICES, IN
CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-15-2000; IN COMMERCE 7-15-2000.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 2,540,549.

SER. NO. 78-807,067, FILED 2-3-2006.

SAIMA MAKHDOOM, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,540,549

Registered Feb. 19, 2002

**SERVICE MARK
PRINCIPAL REGISTER**



**LEGALZOOM.COM, INC (CALIFORNIA CORPORATION)
639 N. LARCHMONT
SUITE 107
LOS ANGELES, CA 900041323**

COMPUTER NETWORKS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 6-20-2000; IN COMMERCE 7-15-2000.

FOR: LEGAL DOCUMENT PREPARATION SERVICES AND PROVIDING GENERAL LEGAL INFORMATION VIA A WEBSITE ON GLOBAL

SER. NO. 78-028,358, FILED 9-29-2000.

DEZMONA MIZELLE, EXAMINING ATTORNEY

Int. Cls.: 35 and 45

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 3,569,400

Registered Feb. 3, 2009

**SERVICE MARK
PRINCIPAL REGISTER**

LegalZoom.com

LEGALZOOM.COM, INC. (CALIFORNIA CORPORATION)
SUITE 180
7083 HOLLYWOOD BLVD.
LOS ANGELES, CA 90028

FOR: PROVIDING ONLINE DIRECTORY INFORMATION ON ATTORNEY LISTINGS AND ATTORNEY REFERRAL AND MATCHING SERVICES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-20-2000; IN COMMERCE 7-15-2000.

FOR: LEGAL SERVICES; LEGAL DOCUMENT PREPARATION SERVICES AND PROVIDING GENERAL LEGAL INFORMATION VIA A WEBSITE ON

GLOBAL COMPUTER NETWORKS, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 6-20-2000; IN COMMERCE 7-15-2000.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 2,540,549, 3,210,861 AND OTHERS.

SER. NO. 77-471,025, FILED 5-9-2008.

JUSTINE D. PARKER, EXAMINING ATTORNEY

United States of America
United States Patent and Trademark Office

legalzoom.com

Reg. No. 3,748,170 LEGALZOOM.COM, INC. (DELAWARE CORPORATION)
Registered Feb. 16, 2010 SUITE 180

7083 HOLLYWOOD BLVD.
LOS ANGELES, CA 90028

Int. Cls.: 35 and 45

SERVICE MARK
PRINCIPAL REGISTER

FOR: PROVIDING ONLINE DIRECTORY INFORMATION ON ATTORNEY LISTINGS; AT-
TORNEY REFERRAL AND MATCHING SERVICES, IN CLASS 35 (U.S. CLS. 100, 101 AND
102).

FIRST USE 6-20-2000; IN COMMERCE 7-15-2000.

FOR: LEGAL SERVICES; LEGAL DOCUMENT PREPARATION SERVICES AND PROVIDING
GENERAL LEGAL INFORMATION VIA A WEBSITE ON GLOBAL COMPUTER NETWORKS,
IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 6-20-2000; IN COMMERCE 7-15-2000.

OWNER OF U.S. REG. NOS. 2,540,549, 3,210,861 AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE ".COM", APART FROM THE
MARK AS SHOWN.

THE MARK CONSISTS OF AN IMAGE OF FLYING PAPERS NEXT TO THE WORDS
"LEGALZOOM.COM". THE ".COM" PORTION OF THE MARK IS LOCATED BELOW THE
WORD "LEGALZOOM".

SER. NO. 77-476,052, FILED 5-15-2008.

ERIN FALK, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

Exhibit C

Exhibit C

incorporation - Google Search x
 https://www.google.com/search?q=incorporation&sq=incorporation&ugexp=chrome,mod=16&sourceid=chrome&ie=UTF-8

+Scott Search Images Maps Play YouTube News Gmail Drive Calendar More

Google incorporation

Search 10 personal results, 309,000,000 other results.

Web

Images

Maps

Videos

News

Shopping

More

Glendale, CA

Change location

Show search tools

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LAST WILL AND TESTAMENT OF

I, _____ of Los Angeles, California, revoke my former Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I IDENTIFICATION OF FAMILY

I do not have any children at the time of the signing of this Will.

ARTICLE II PAYMENT OF DEBTS AND EXPENSES

I direct that my just debts, funeral expenses and expenses of last illness be first paid from my estate.

ARTICLE III PET CARE DIRECTIVES

Notwithstanding any other provision of this Will, I further direct that:

I give my following pet(s):

and any other animals which I may own at the time of my death, to _____ presently residing at _____ with the request that (s)he treat them as companion animals. If (s)he is unable or unwilling to accept my animals, I give such animals to _____ presently residing at _____ with the request that (s)he treat them as companion animals. If (s)he is unable or unwilling to accept my animals, my Executor shall select an appropriate person to accept the animals and treat them as companion animals, and I give my animals to such person.

ARTICLE IV DISPOSITION OF PROPERTY



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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California; I am over the
4 age of 18 and not a party to the within action; my business address is 10250
Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

5 On January 7, 2013, I served the foregoing document(s) described as **FIRST**
6 **AMENDED COMPLAINT FOR: 1. FEDERAL FALSE & MISLEADING**
7 **ADVERTISING AND UNFAIR COMPETITION; 2. CALIFORNIA FALSE**
8 **AND MISLEADING ADVERTISING; 3. CALIFORNIA UNFAIR**
9 **COMPETITION** on the interested parties to this action by delivering thereof in a
sealed envelope addressed to each of said interested parties at the following
address(es):

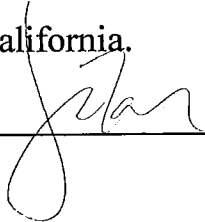
10	Forrest A. Hainline	Counsel for
11	Hong-An Vu	Defendant Rocket Lawyer
12	GOODWIN PROCTER LLP	Incorporated
13	Three Embarcadero Center, 24th Floor	Tel: 415-733-6000
14	San Francisco, California 94111	Fax: 415-677-9041
15		fhainline@goodwinprocter.com
16		hvu@goodwinprocter.com

- 16 **(BY MAIL)** I am readily familiar with the business practice for collection and
17 processing of correspondence for mailing with the United States Postal Service.
18 This correspondence shall be deposited with the United States Postal Service
19 this same day in the ordinary course of business at our Firm's office address in
20 Los Angeles, California. Service made pursuant to this paragraph, upon
motion of a party served, shall be presumed invalid if the postal cancellation
date of postage meter date on the envelope is more than one day after the date
of deposit for mailing contained in this affidavit.
- 21 **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be
22 electronically filed using the Court's Electronic Filing System which
constitutes service of the filed document(s) on the individual(s) listed on the
attached mailing list.
- 23 **(BY E-MAIL SERVICE)** I caused such document to be delivered
24 electronically via e-mail to the e-mail address of the addressee(s) set forth in
the attached service list.
- 25 **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx,
26 an express service carrier which provides overnight delivery, as follows: I
27 placed true copies of the foregoing document in sealed envelopes or packages
designated by the express service carrier, addressed to each interested party as
28 set forth above, with fees for overnight delivery paid or provided for.

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- (BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.
- (BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).
- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on January 7, 2013 at Los Angeles, California.



Joel Tan