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 ROCKET LAWYER INCORPORATED

16 **UNITED STATES DISTRICT COURT**  
 17 **CENTRAL DISTRICT OF CALIFORNIA**  
 18 **WESTERN DIVISION**

19 LEGALZOOM.COM, INC., a Delaware  
 corporation,  
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 Plaintiff,  
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 v.  
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 23 ROCKET LAWYER  
 INCORPORATED, a Delaware  
 corporation,  
 24  
 Defendant.

Case No. 2:12-cv-09942-GAF-AGR

**DECLARATION OF MICHAEL  
 JONES IN SUPPORT OF ROCKET  
 LAWYER INCORPORATED'S  
 MOTION TO SUPPLEMENT  
 FACTUAL RECORD IN SUPPORT  
 OF ITS MOTION FOR SUMMARY  
 JUDGMENT**

Judge: Judge Gary A. Feess  
 Courtroom: 740  
 255 East Temple Street  
 Los Angeles, CA 90012  
 Action Filed: November 20, 2012

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**DECLARATION OF MICHAEL T. JONES**

Michael T. Jones declares:

1. I am a partner at Goodwin Procter LLP, counsel of record for defendant and counterclaimant Rocket Lawyer Incorporated (“Rocket Lawyer”). I submit this declaration in support of Rocket Lawyer’s Notice of Motion and Motion Supplement Factual Record in Support of Its Motion for Summary Judgment. I am over the age of 18 years. Unless otherwise indicated, I have personal knowledge of the matters stated herein and, if called upon to do so, I could and would competently testify to them under oath.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Second Supplemental Expert Report of Alan G. Goedde, Ph.D. (the “Third Report”), as served on Rocket Lawyer by LegalZoom on October 6, 2014.

3. Attached hereto as **Exhibit 2** is a true and correct copy of LegalZoom’s Third Amended Response to Rocket Lawyer’s Notice of 30(B)(6) Deposition, dated October 3, 2014.

4. Around July 18, 2014, after Rocket Lawyer completed its productions, but while LegalZoom was still producing documents, the parties began to discuss depositions.

5. Attached hereto as **Exhibit 3** is the notice of 30(b)(6) deposition served on LegalZoom on July 30, 2014 (the “Notice”).

6. Attached hereto as **Exhibit 4** are LegalZoom’s responses and objections to Rocket Lawyer’s third set of requests for production of documents, served on July 31, 2014.

7. The parties met and conferred about deposition schedules and mediation in August 2014.

8. Attached hereto as **Exhibit 5** is a true and correct copy of LegalZoom’s first response to the Notice, served on September 18, 2014.

1           9.       Attached hereto as **Exhibit 6** is a true and correct copy of a letter I  
2 wrote to LegalZoom about its objections and refusal to provide a damages witness  
3 and other witnesses, sent on September 23, 2014.

4           10.      I met and conferred with counsel from LegalZoom about its position  
5 regarding the Notice on September 24, 2014.

6           11.      Counsel for LegalZoom requested that Rocket Lawyer provide an  
7 amended notice as to certain topics it considered “vague.”

8           12.      Although Rocket Lawyer maintains that its topics were not vague, on  
9 September 26, 2014, Rocket Lawyer served an amended notice providing additional  
10 guidance as to certain topics. A true and correct copy of the amended notice is  
11 hereto attached as **Exhibits 7**.

12          13.      Attached hereto as **Exhibit 8** is LegalZoom’s response to the amended  
13 notice served on September 29, 2014.

14          14.      Rocket Lawyer took the depositions of LegalZoom’s fact witnesses  
15 between October 3, 2014 and October 9, 2014.

16          15.      The document beginning Bates Number LZ007839, referenced in the  
17 Third Report (Exhibit 1) was not produced to Rocket Lawyer before October 6,  
18 2014, and still has not been produced to Rocket Lawyer other than the page with  
19 Bates Number LZ007849.

20          16.      Additional documents referenced in the Goedde report have not  
21 produced by LegalZoom to my knowledge, include:

- 22               (a)     Big Data Pull
- 23               (b)     Cohort Analysis Inc, LLC, LWT
- 24               (c)     877156\_1.xlsx
- 25               (d)     uSamp Report prepared for LegalZoom, 3/29/12
- 26               (e)     SEM Clicks Cost 11-11-11-13 For Ken
- 27               (f)     Big Data Pull – Fixed
- 28               (g)     SEM Clicks Cost for Ken - Fixed



# ***EXHIBIT 1***

***[CONFIDENTIAL - LODGED  
UNDER SEAL]***

***EXHIBIT 1***

# ***EXHIBIT 2***

# ***EXHIBIT 2***

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8 LegalZoom.com, Inc.

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

12 LEGALZOOM.COM, INC., a Delaware  
13 corporation,

14 Plaintiff,

15 v.

16 ROCKET LAWYER INCORPORATED,  
a Delaware corporation,

17 Defendants.

CASE NO.: CV 12-9942-GAF (AGR<sub>x</sub>)

Hon. Gary A. Feess  
Courtroom: 740

**LEGALZOOM.COM, INC'S  
THIRD AMENDED RESPONSE TO  
DEFENDANT ROCKET LAWYER  
INCORPORATED'S NOTICE OF  
F.R.C.P. 30(b)(6) DEPOSITION**

Complaint Filed: November 20, 2012

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that Plaintiff LEGALZOOM.COM, INC.  
3 (“LegalZoom”) by and through its attorneys of record, hereby responds and objects to  
4 Defendant’s Amended Notice of Deposition of F.R.C.P. 30(b)(6) Deposition of  
5 LegalZoom.com, Inc. (the “Notice”) served September 26, 2014.

6 **OBJECTIONS TO TOPICS FOR EXAMINATION**

7 **I. GENERAL OBJECTIONS**

8 The following General Objections are incorporated into each response set forth  
9 below.

10 1. LegalZoom objects to each examination topic in the Notice to the extent  
11 that it could be construed to call for testimony or information protected by the  
12 attorney-client privilege, the work product doctrine, or any applicable privilege,  
13 doctrine or right of privacy.

14 2. LegalZoom objects to each examination topic in the Notice to the extent  
15 that it seeks confidential business and/or proprietary information without an  
16 appropriate protective order designed to protect such information.

17 3. LegalZoom objects to each examination topic in the Notice to the extent  
18 that it is vague, ambiguous, overly broad, unduly burdensome or duplicative, or to the  
19 extent that it seeks information that is neither relevant to the subject matter of the  
20 pending action nor reasonably calculated to lead to the discovery of admissible  
21 evidence.

22 4. LegalZoom objects to each examination topic in the Notice on the  
23 ground that it is vague as to time.

24 5. LegalZoom submits these objections without waiving its right to amend,  
25 revise, correct, supplement, or clarify any of these objections.

26 LegalZoom further objects and responds to each of the specific topics of  
27 examination (“Topics”) identified in the Notice as follows:  
28



1 **II. SPECIFIC RESPONSES AND OBJECTIONS TO TOPICS OF**  
2 **EXAMINATION**

3 **TOPIC NO. 1:**

4 LegalZoom's current and historic relationship with Travis Giggy, including,  
5 without limitation the services provided by Mr. Giggy and the compensation provided  
6 for such services.

7 **RESPONSE TO TOPIC NO. 1:**

8 LegalZoom incorporates each General Objection. LegalZoom further objects  
9 that the Topic seeks testimony or information not relevant to the subject matter of the  
10 pending action nor reasonably calculated to lead to the discovery of admissible  
11 evidence, and that the Topic is ambiguous as to the phrase, "current and historic  
12 relationship(s) with Travis Giggy. . . ."

13 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
14 Quispe as its corporate designee to testify concerning this Topic.

15 **TOPIC NO. 2:**

16 LegalZoom's current and historic relationship with LegalSpring.com,  
17 including, without limitation the services provided by LegalSpring.com and the  
18 compensation provided for such services.

19 **RESPONSE TO TOPIC NO. 2:**

20 LegalZoom incorporates each General Objection. LegalZoom further objects  
21 that the Topic seeks testimony or information not relevant to the subject matter of the  
22 pending action nor reasonably calculated to lead to the discovery of admissible  
23 evidence, and that the Topic is ambiguous as to the phrase, "current and historic  
24 relationship(s) with LegalSpring.com . . ."

25 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
26 Quispe as its corporate designee to testify concerning this Topic.

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1 **TOPIC NO. 3:**

2 LegalZoom’s current and historic relationship with Own Vision, including,  
3 without limitation the services provided by Own Vision and the compensation  
4 provided for such services.

5 **RESPONSE TO TOPIC NO. 3:**

6 LegalZoom incorporates each General Objection. LegalZoom further objects  
7 that the Topic seeks testimony or information not relevant to the subject matter of the  
8 pending action nor reasonably calculated to lead to the discovery of admissible  
9 evidence, and that the Topic is ambiguous as to the phrase, “current and historic  
10 relationship(s) with Own Vision. . . .”

11 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
12 Quispe as its corporate designee to testify concerning this Topic.

13  
14 **TOPIC NO. 4:**

15 LegalZoom’s affiliate program.

16 **RESPONSE TO TOPIC NO. 4:**

17 LegalZoom incorporates each General Objection. LegalZoom further objects  
18 that the Topic seeks testimony or information not relevant to the subject matter of the  
19 pending action nor reasonably calculated to lead to the discovery of admissible  
20 evidence, and that the Topic is ambiguous as to the phrase, “affiliate program.”

21 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
22 Quispe as its corporate designee to testify concerning this Topic.

23  
24 **TOPIC NO. 5:**

25 LegalZoom’s affiliate relationship with LegalSpring.com/Own Vision,  
26 including, but not limited to, LegalZoom’s affiliate agreement(s) with  
27 LegalSpring.com/Own Vision, the circumstances in which LegalZoom entered into  
28 the affiliate agreement(s) with LegalSpring.com/Own Vision and/or Travis Giggy, the

1 differences between the affiliate relationship with LegalSpring.com and other  
2 affiliates that participate in the program found at  
3 [https://affiliate.legalzoom.com/?\\_ga=1.268723442.2027654598.1411408695](https://affiliate.legalzoom.com/?_ga=1.268723442.2027654598.1411408695).

4 **RESPONSE TO TOPIC NO. 5:**

5 LegalZoom incorporates each General Objection. LegalZoom further objects  
6 to the extent that this Topic seeks legal conclusions, and/or testimony or information  
7 protected by the attorney-client privilege, the work product doctrine, or any  
8 applicable privilege, doctrine or right of privacy. A copy of the subject agreement(s)  
9 have already been produced in this litigation.

10 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
11 Quispe as its corporate designee to testify concerning this Topic.

12  
13 **TOPIC NO. 6:**

14 LegalZoom's control over the content of LegalSpring.com, including without  
15 limitation the removal of negative advertisements posted on LegalSpring.com and the  
16 posting of positive reviews at LegalZoom's direction on LegalSpring.com.

17 **RESPONSE TO TOPIC NO. 6:**

18 LegalZoom incorporates each General Objection. LegalZoom further objects  
19 on the following grounds: (1) the Topic seeks testimony or information not relevant  
20 to the subject matter of the pending action nor reasonably calculated to lead to the  
21 discovery of admissible evidence; (2) the Topic seeks information which does not  
22 exist within LegalZoom's possession, custody or control, because LegalZoom does  
23 not, and never did, "control" any of the content of LegalSpring.com.

24 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
25 Quispe as its corporate designee to provide testimony concerning LegalZoom's  
26 relationship and communications with LegalSpring.com.

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1 **TOPIC NO. 7:**

2 Communications with Travis Giggy and/or employees of LegalSpring.com  
3 about LegalZoom's rating on LegalSpring.com, including, but not limited to,  
4 LegalZoom's manipulation of such rating, requests to add positive reviews to  
5 LegalSpring.com to increase LegalZoom's rating, LegalZoom's understanding of how  
6 ratings are calculated on LegalSpring.com and the documents produced by  
7 LegalZoom relating to its rating on LegalSpring.com, including, but not limited to  
8 Bates LZ00447 and LZ000958.

9 **RESPONSE TO TOPIC NO. 7:**

10 LegalZoom incorporates each General Objection. LegalZoom further objects  
11 that the Topic seeks information not relevant to the subject matter of the pending  
12 action nor reasonably calculated to lead to the discovery of admissible evidence.

13 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
14 Quispe as its corporate designee to testify concerning this Topic.

15  
16 **TOPIC NO. 8:**

17 LegalZoom's lease and/or operation of LegalSpring.com at least between 2012  
18 and 2013.

19 **RESPONSE TO TOPIC NO. 8:**

20 LegalZoom incorporates each General Objection. LegalZoom further objects  
21 on the following grounds: (1) the Topic seeks information not relevant to the subject  
22 matter of the pending action nor reasonably calculated to lead to the discovery of  
23 admissible evidence; and (2) the Topic seeks information which is not in the  
24 possession, custody or control of LegalZoom, because there has never been a time  
25 when LegalZoom either leased or operated LegalSpring.com.

26 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
27 Quispe as its corporate designee to provide testimony concerning LegalZoom's  
28 relationship and communications with LegalSpring.com.

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**TOPIC NO. 9:**

The importance of customer reviews to LegalZoom’s business, including, but not limited to, LegalZoom’s efforts to drive consumers to its website using review websites or companies, including but not limited to, LegalSpring.com, Yelp.com, Better Business Bureau, and Amazon.com, communications relating to the need to maintain positive reviews on review websites as evidenced by communications such as LZ001546, communications relating to the effect of negative reviews on LegalZoom.com’s business, and any research conducted by LegalZoom relating to the importance of customer reviews to consumers.

**RESPONSE TO TOPIC NO. 9:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: (1) the Topic seeks testimony or information protected by the attorney-client privilege, the work product doctrine, or any applicable privilege, doctrine or right of privacy; (2) the Topic calls for expert testimony; and (3) the Topic is overbroad and unduly burdensome in scope.

Without waiver of the foregoing objections, LegalZoom will produce Dorian Quispe as its corporate designee to provide testimony concerning LegalZoom’s efforts to drive consumers to its website using review websites or companies, including but not limited to, LegalSpring.com, Yelp.com, Better Business Bureau, and Amazon.com.

**TOPIC NO. 10:**

Any and all advertisements You published, or considered publishing, relating to business formation, such as incorporation or forming an LLC, from January 1, 2008 to the present.

1 **RESPONSE TO TOPIC NO. 10:**

2 LegalZoom incorporates each General Objection. LegalZoom further objects  
3 on the following grounds: (1) the Topic seeks testimony or information protected by  
4 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
5 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
6 matter of the pending action nor reasonably calculated to lead to the discovery of  
7 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
8 being sought.

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10 **TOPIC NO. 11:**

11 Any and all advertisements You published, or considered publishing,  
12 containing the word “free,” from January 1, 2008 to the present.

13 **RESPONSE TO TOPIC NO. 11:**

14 LegalZoom incorporates each General Objection. LegalZoom further objects  
15 on the following grounds: (1) the Topic seeks testimony or information protected by  
16 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
17 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
18 matter of the pending action nor reasonably calculated to lead to the discovery of  
19 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
20 being sought.

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22 **TOPIC NO. 12:**

23 LegalZoom’s “Don’t trust free” campaign and/or “Freemium War” as  
24 referenced in LZ001560 or other documents produced by LegalZoom.

25 **RESPONSE TO TOPIC NO. 12:**

26 LegalZoom incorporates each General Objection. LegalZoom further objects  
27 on the following grounds: (1) the Topic seeks testimony or information protected by  
28 the attorney-client privilege, the work product doctrine, or any applicable privilege,

1 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
2 matter of the pending action nor reasonably calculated to lead to the discovery of  
3 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
4 being sought.

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6 **TOPIC NO. 13:**

7 LegalZoom’s business decision to communicate or not communicate with any  
8 online legal service provider, including without limitation, lawdepot, standardlegal,  
9 incforfree, MyCorporation, etc., regarding their use of advertisements containing the  
10 term “free.”

11 **RESPONSE TO TOPIC NO. 13:**

12 LegalZoom incorporates each General Objection. LegalZoom further objects  
13 on the following grounds: (1) the Topic seeks testimony or information protected by  
14 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
15 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
16 matter of the pending action nor reasonably calculated to lead to the discovery of  
17 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
18 being sought.

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20 **TOPIC NO. 14:**

21 Business reasons for LegalZoom’s decision to file this lawsuit against Rocket  
22 Lawyer and the timing thereof, including but not limited to, communications relating  
23 to issues noted in LZ001712.

24 **RESPONSE TO TOPIC NO. 14:**

25 LegalZoom incorporates each General Objection. LegalZoom further objects  
26 on the following grounds: (1) the Topic seeks testimony or information protected by  
27 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
28 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject

1 matter of the pending action nor reasonably calculated to lead to the discovery of  
2 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
3 being sought.

4 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
5 as its corporate designee to speak generally about LZ001712.

6  
7 **TOPIC NO. 15:**

8 LegalZoom's efforts to raise advertising and/or PPC costs for Rocket Lawyer  
9 as evidenced in documents such as LZ007404.

10 **RESPONSE TO TOPIC NO. 15:**

11 LegalZoom incorporates each General Objection. LegalZoom further objects  
12 on the following grounds: (1) the Topic seeks testimony or information protected by  
13 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
14 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
15 matter of the pending action nor reasonably calculated to lead to the discovery of  
16 admissible evidence; and (3) the Topic assumes facts not in evidence and is vague and  
17 ambiguous as to the information being sought.

18 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
19 Quispe as its corporate designee to speak generally about this Topic.

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21 **TOPIC NO. 16:**

22 LegalZoom's free trials, including the layout of LegalZoom's free trial offers  
23 and disclosures of the conditions on the free offers.

24 **RESPONSE TO TOPIC NO. 16:**

25 LegalZoom incorporates each General Objection. LegalZoom further objects  
26 on the following grounds: (1) the Topic seeks testimony or information protected by  
27 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
28 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject



1 matter of the pending action nor reasonably calculated to lead to the discovery of  
2 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
3 being sought.

4 Without waiving the foregoing objections, LegalZoom will produce Brian Liu  
5 as its corporate designee to testify about the nature of LegalZoom's free trials to the  
6 extent there is information not protected by the attorney-client privilege or attorney  
7 work product.

8

9 **TOPIC NO. 17:**

10 Customer complaints about LegalZoom's free trial, business formation, and  
11 attorney services.

12 **RESPONSE TO TOPIC NO. 17:**

13 LegalZoom incorporates each General Objection. LegalZoom further objects  
14 on the following grounds: (1) the Topic seeks information not relevant to the subject  
15 matter of the pending action nor reasonably calculated to lead to the discovery of  
16 admissible evidence; and (2) the Topic is ambiguous as to time.

17 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
18 to testify as its corporate designee for this Topic.

19

20 **TOPIC NO. 18:**

21 LegalZoom's performance including its gross revenue, net revenue, and profits.

22 **RESPONSE TO TOPIC NO. 18:**

23 LegalZoom incorporates each General Objection. LegalZoom further objects  
24 that this Topic vague as to time and as to the information being sought, and would  
25 have been better addressed through a request for the production of accounting records  
26 and similar documentation. It is unfair in the context of a deposition to expect that a  
27 corporate representative can be prepared to answer such questions with specific  
28 information about gross revenue, net revenue and profits.

1 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
2 to testify as its corporate designee regarding LegalZoom's general financial  
3 performance issues.

4  
5 **TOPIC NO. 19:**

6 LegalZoom's advertising spend on Business Formation Ads.

7 **RESPONSE TO TOPIC NO. 19:**

8 LegalZoom incorporates each General Objection. LegalZoom further objects  
9 that this Topic vague as to time and as to the information being sought, and would  
10 have been better addressed through a request for the production of accounting records  
11 and similar documentation. It is unfair in the context of a deposition to expect that a  
12 corporate representative can be prepared to answer such questions with specific  
13 information about advertising spend.

14 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
15 to testify as its corporate designee regarding LegalZoom's general financial  
16 performance issues.

17  
18 **TOPIC NO. 20:**

19 How LegalZoom tracks its conversions on Business Formation Ads.

20 **RESPONSE TO TOPIC NO. 20:**

21 LegalZoom incorporates each General Objection. LegalZoom further objects  
22 on the following grounds: (1) the Topic seeks testimony or information protected by  
23 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
24 doctrine or right of privacy; and (2) the Topic seeks information not relevant to the  
25 subject matter of the pending action nor reasonably calculated to lead to the discovery  
26 of admissible evidence.

27 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
28 Quispe as its corporate designee to speak generally about this Topic.

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**TOPIC NO. 21:**

LegalZoom’s customer data, such as

- (a) how many customers You have had since November 2008;
- (b) how customers are enrolled – whether by organic traffic vs. paid advertising;
- (c) the average amount spent on LegalZoom.com by Your customers;
- (d) the average length of time Your customers are enrolled in a LegalZoom plan;
- (e) breakdown of customer purchases by product;
- (f) percentage of customer who make repeat purchases;
- (g) percentage breakdown of customers; and
- (h) Average order size per customer.

**RESPONSE TO TOPIC NO. 21:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: (1) the Topic seeks testimony or information protected by the attorney-client privilege, the work product doctrine, or any applicable privilege, doctrine or right of privacy; and (2) the Topic seeks information not relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

Without waiver of the foregoing objections, LegalZoom will produce Brian Liu as its corporate designee to speak generally about this Topic.

**TOPIC NO. 22:**

LegalZoom’s financial performance, including but not limited to percentage of total costs, sales, and revenue, in the following marketing channels:

- (a) Search engine marketing;
- (b) Affiliate marketing;

- 1 (c) Radio marketing;
- 2 (d) Television marketing;
- 3 (e) E-mail marketing; and
- 4 (f) Mail marketing.

5 **RESPONSE TO TOPIC NO. 22:**

6 LegalZoom incorporates each General Objection. LegalZoom further objects  
7 on the following grounds: (1) the Topic seeks information not relevant to the subject  
8 matter of the pending action nor reasonably calculated to lead to the discovery of  
9 admissible evidence; (2) the Topic is vague and ambiguous as to time, and as to the  
10 information being sought; and (3) the Topic is unduly burdensome to prepare a  
11 witness to testify about the specific subjects mentioned, and should have been  
12 pursued with a timely interrogatory.

13 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
14 as its corporate designee to speak generally about LegalZoom's financial  
15 performance.

16  
17 **TOPIC NO. 23:**

18 LegalZoom's bidding of Keywords relating to Rocket Lawyer.

19 **RESPONSE TO TOPIC NO. 23:**

20 LegalZoom incorporates each General Objection. LegalZoom further objects  
21 on the following grounds: (1) the Topic seeks information not relevant to the subject  
22 matter of the pending action nor reasonably calculated to lead to the discovery of  
23 admissible evidence; and (2) the Topic is vague and ambiguous as to time, and as to  
24 the information being sought.

25 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
26 Quispe as its corporate designee to testify concerning this Topic.

1 **TOPIC NO. 24:**

2 LegalZoom's communications with the search engines such as Google.com and  
3 Bing.com about its advertisements and/or Rocket Lawyer.

4 **RESPONSE TO TOPIC NO. 24:**

5 LegalZoom incorporates each General Objection. LegalZoom further objects  
6 that the Topic is vague and overbroad, and to the extent that the Topic seeks  
7 testimony or information protected by the attorney-client privilege, the work product  
8 doctrine, or any applicable privilege.

9 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
10 Quispe as its corporate designee to testify concerning this Topic.

11

12 **TOPIC NO. 25:**

13 All surveys conducted by LegalZoom relating to Rocket Lawyer.

14 **RESPONSE TO TOPIC NO. 25:**

15 LegalZoom incorporates each General Objection. LegalZoom further objects  
16 that the Topic is vague and overbroad, and to the extent that the Topic seeks  
17 testimony or information protected by the attorney-client privilege, the work product  
18 doctrine, or any applicable privilege.

19 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
20 as its corporate designee to testify concerning this Topic.

21

22 **TOPIC NO. 26:**

23 LegalZoom's damages sought in this lawsuit.

24 **RESPONSE TO TOPIC NO. 26:**

25 LegalZoom incorporates each General Objection. LegalZoom further objects  
26 on the following grounds: the Topic seeks expert testimony and/or information  
27 protected by the attorney-client privilege, the work product doctrine, or any  
28 applicable privilege.

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**TOPIC NO. 27:**

LegalZoom's document retention policy, including, its inability to produce documents from before April 1, 2010.

**RESPONSE TO TOPIC NO. 27:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: the Topic seeks testimony or information protected by the attorney-client privilege, the work product doctrine, or any applicable privilege.

Without waiver of the foregoing objections, LegalZoom will produce Brian Liu as its corporate designee to testify concerning this Topic.

**TOPIC NO. 28:**

LegalZoom's document collection procedures and processes in the above-captioned case.

**RESPONSE TO TOPIC NO. 28:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: the Topic seeks testimony or information protected by the attorney-client privilege, the work product doctrine, or any applicable privilege.

Without waiver of the foregoing objections, LegalZoom will produce Brian Liu as its corporate designee to testify concerning this Topic.

DATED: October 3, 2014

Respectfully submitted,

GLASER WEIL FINK HOWARD  
AVCHEN & SHAPIRO LLP

By: 

AARON P. ALLAN  
Attorneys for Plaintiff  
LegalZoom.com, Inc.

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California; I am over the  
3 age of 18 and not a party to the within action; my business address is 10250  
4 Constellation Boulevard, 19th Floor, Los Angeles, California 90067. On October 3,  
2014, I served the foregoing document(s) described as

5 **LEGALZOOM.COM, INC'S THIRD AMENDED RESPONSE TO**  
6 **DEFENDANT ROCKET LAWYER INCORPORATED'S NOTICE OF**  
7 **F.R.C.P. 30(b)(6) DEPOSITION**

8 on the interested parties to this action by delivering thereof to each of said  
9 interested parties at the following address(es):

10 Forrest A. Hainline III Counsel for Defendant  
11 Hong-An Vu Rocket Lawyer Incorporated  
12 Goodwin Procter LLP Tel.: (415) 733-6000  
13 Three Embarcadero Center, 24th Floor Fax.: (415) 677-9041  
14 San Francisco, California 94111 [fhainline@goodwinprocter.com](mailto:fhainline@goodwinprocter.com)  
[hvu@goodwinprocter.com](mailto:hvu@goodwinprocter.com)

15 Michael T. Jones Counsel for Defendant  
16 Goodwin Procter LLP Rocket Lawyer Incorporated  
17 135 Commonwealth Drive Tel.: (650) 752-3100  
18 Menlo Park, California 94025-1105 Fax.: (650) 853-1038  
[mjones@goodwinprocter.com](mailto:mjones@goodwinprocter.com)

19  (BY MAIL) I am readily familiar with the business practice for collection and  
20 processing of correspondence for mailing with the United States Postal Service.  
21 This correspondence shall be deposited with the United States Postal Service  
22 this same day in the ordinary course of business at our Firm's office address in  
23 Los Angeles, California. Service made pursuant to this paragraph, upon  
24 motion of a party served, shall be presumed invalid if the postal cancellation  
25 date of postage meter date on the envelope is more than one day after the date  
26 of deposit for mailing contained in this affidavit.

27  (BY ELECTRONIC SERVICE) by causing the foregoing document(s) to be  
28 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.

(BY E-MAIL SERVICE) Based on the agreement of the parties to accept  
service by e-mail or electronic transmission, I caused such document to be  
delivered electronically via e-mail to the e-mail address of the addressee(s) set  
forth above. I did not receive, within a reasonable time after the transmission,  
any electronic message or other indication that the transmission was  
unsuccessful.

(BY OVERNIGHT DELIVERY) I served the foregoing document by FedEx,  
an express service carrier which provides overnight delivery, as follows: I

Glaser Weil Fink Jacobs  
Howard Avchen & Shapiro LLP

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placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

- (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 a member of the bar of this court. I declare under penalty of perjury that the above is true and correct.

Executed on October 3, 2014, at Los Angeles, California.

  
\_\_\_\_\_  
Aaron Allan



***EXHIBIT 3***

***EXHIBIT 3***

1 Forrest A. Hainline III (SBN 64166)  
*fhainline@goodwinprocter.com*  
2 Hong-An Vu (SBN 266268)  
*hvu@goodwinprocter.com*  
3 **GOODWIN PROCTER LLP**  
4 Three Embarcadero Center  
24th Floor  
5 San Francisco, California 94111  
Tel.: 415.733.6000  
Fax.: 415.677.9041

6 Michael T. Jones (SBN 290660)  
*mjones@goodwinprocter.com*  
7 **GOODWIN PROCTER LLP**  
8 135 Commonwealth Drive  
Menlo Park, California 94025-1105  
9 Tel.: 650.752.3100  
Fax.: 650.853.1038

10 Brian W. Cook (*Pro Hac Vice*)  
*bcook@goodwinprocter.com*  
11 **GOODWIN PROCTER LLP**  
12 53 State Street  
Boston, MA 02109-2802  
13 Tel.: 617.570.1000  
Fax.: 617.523.1231

14 *Attorneys for Defendant*  
15 **ROCKET LAWYER INCORPORATED**

16  
17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**  
19 **WESTERN DIVISION**

20  
21 LEGALZOOM.COM, INC., a Delaware  
corporation,

22 Plaintiff,

23 v.

24 **ROCKET LAWYER**  
25 **INCORPORATED**, a Delaware  
corporation,

26 Defendant.  
27  
28

Case No. 2:12-cv-09942-GAF-AGR

**ROCKET LAWYER  
INCORPORATED'S NOTICE OF  
F.R.C.P. 30(B)(6) DEPOSITION OF  
LEGALZOOM.COM, INC.**

Date: August 19, 2014  
Time: 9:30 a.m.  
Address: 601 S. Figueroa Street  
41<sup>st</sup> floor  
Los Angeles, CA 90017

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**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 30(b)(6), Rocket Lawyer Incorporated (“Rocket Lawyer”) will take the deposition of the person(s) plaintiff LegalZoom.com, Inc. identifies as most knowledgeable on the topics of examination listed in Exhibit A of this notice on August 19, 2014 at 9:30 AM at the law offices of Goodwin Procter, LLP, 601 S. Figueroa St., 41st Floor, Los Angeles, CA 90017.

This deposition will be before a court reporter authorized to administer oaths, and shall continue from day to day until completed. The deposition will be recorded stenographically. The deposition may be recorded using real time using instant visual display of testimony, and by sound and video recording.

Dated: July 30, 2014

Respectfully submitted,

By:   
Forrest A. Hainline III  
*fhainline@goodwinprocter.com*  
Michael Jones  
*mjones@goodwinprocter.com*  
Hong-An Vu  
*hvu@goodwinprocter.com*  
Brian W. Cook (*pro hac vice*)  
*bcook@goodwinprocter.com*  
**GOODWIN PROCTER LLP**

*Attorneys for Defendant*  
**ROCKET LAWYER INCORPORATED**

**EXHIBIT A**  
**DEFINITIONS**

1  
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3       1.     The terms “LegalZoom,” “You,” and “Your” means LegalZoom and  
4 its past and present agents, representatives, and all persons now or previously under  
5 its control, and all persons currently or previously acting or purporting to act on its  
6 behalf.

7       2.     The term “Document(s)” is defined to be synonymous in meaning and  
8 equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a),  
9 including, without limitation, electronic or computerized data compilations. A draft  
10 or non-identical copy is a separate document within the meaning of this term.

11       3.     The term “Communication(s)” means the transmittal of information (in  
12 the form of facts, ideas, inquiries, or otherwise).

13       4.     The term “Person” includes both singular and plural and, whenever  
14 appropriate, includes not only a natural person, but also a corporation, partnership,  
15 unincorporated association, joint venture, nonprofit organization, or other business  
16 entity or association of persons, and also any governmental agency, office,  
17 administrative, board, or other body. However, any request to identify the Person  
18 having knowledge of facts or custody of the documents refers to a natural person.

19       5.     The term “Keyword” means words that may be bid on through  
20 Google.com, Yahoo.com, Bing.com or other search engines for advertising on  
21 search results.

22       6.     The term “Business Formation Ad(s)” means advertisements for  
23 business formation such as incorporation or forming an LLC.

24       7.     The term “Complaint” means the First Amended Complaint in  
25 *Legalzoom.com, Inc. v. Rocket Lawyer Incorporated*, Case No. CV 12-9942-GAF  
26 (AGRx) filed in the Central District of California.

27       8.     The term “Concerning” means relating to, referring to, reflecting,  
28 describing, evidencing, bearing on, or constituting.

1 9. Unless otherwise stated, the relevant time period is from November  
2 2008 to the present.

3 **RULES OF CONSTRUCTION**

4 The following rules of construction apply to these interrogatories:

- 5 1. All/Each. The terms “all” and “each” shall be construed as all and each.  
6 2. And/Or. The connectives “and” and “or” shall be construed either  
7 disjunctively or conjunctively as necessary to bring within the scope of the

8 **TOPICS OF EXAMINATION**

9 1. LegalZoom’s current and historic relationship with Travis Giggy,  
10 including, without limitation the services provided by Mr. Giggy and the  
11 compensation provided for such services.

12 2. LegalZoom’s current and historic relationship with LegalSpring.com,  
13 including, without limitation the services provided by LegalSpring.com and the  
14 compensation provided for such services.

15 3. LegalZoom’s current and historic relationship with Own Vision,  
16 including, without limitation the services provided by Own Vision and the  
17 compensation provided for such services.

18 4. LegalZoom’s affiliate program.

19 5. LegalZoom’s affiliate agreement(s) with LegalSpring.com.

20 6. LegalZoom’s control over the content of LegalSpring.com, including  
21 without limitation the removal of negative advertisements posted on  
22 LegalSpring.com and the posting of positive reviews at LegalZoom’s direction on  
23 LegalSpring.com.

24 7. LegalZoom’s rating on LegalSpring.com.

25 8. LegalZoom’s lease and/or operation of LegalSpring.com at least  
26 between 2012 and 2013.

27 9. The importance of customer reviews to consumers.

28 10. LegalZoom’s business formation advertisements.

- 1           11.    LegalZoom’s advertisements containing the word “free.”
- 2           12.    LegalZoom’s “Don’t trust free” campaign.
- 3           13.    LegalZoom’s decision to communicate or not communicate with any
- 4 online legal service provider, including without limitation, lawdepot, standardlegal,
- 5 incforfree, MyCorporation, etc., regarding the use of advertisements using the term
- 6 “free.”
- 7           14.    LegalZoom’s decision to file this lawsuit against Rocket Lawyer and
- 8 the timing thereof.
- 9           15.    LegalZoom’s efforts to raise advertising and/or PPC costs for Rocket
- 10 Lawyer.
- 11           16.    LegalZoom’s free trials, including the layout of LegalZoom’s free trial
- 12 offers and disclosures of the conditions on the free offers.
- 13           17.    Customer complaints about LegalZoom’s free trial, business formation,
- 14 and attorney services.
- 15           18.    LegalZoom’s performance including its gross revenue, net revenue, and
- 16 profits.
- 17           19.    LegalZoom’s advertising spend on Business Formation Ads.
- 18           20.    How LegalZoom tracks its conversions on Business Formation Ads.
- 19           21.    LegalZoom’s customer data, such as
- 20               (a)    how many customers You have had since November 2008;
- 21               (b)    how customers are enrolled – whether by organic traffic vs. paid
- 22 advertising;
- 23               (c)    the average amount spent on LegalZoom.com by Your
- 24 customers;
- 25               (d)    the average length of time Your customers are enrolled in a
- 26 LegalZoom plan;
- 27               (e)    breakdown of customer purchases by product;
- 28               (f)    percentage of customer who make repeat purchases;

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- (g) percentage breakdown of customers; and
- (h) Average order size per customer.

22. LegalZoom's performance according to the following marketing channels:

- (a) Search engine marketing;
- (b) Affiliate marketing;
- (c) Radio marketing;
- (d) Television marketing;
- (e) E-mail marketing; and
- (f) Mail marketing.

23. LegalZoom's bidding of Keywords relating to Rocket Lawyer.

24. LegalZoom's communications with the search engines such as Google.com and Bing.com about its advertisements and/or Rocket Lawyer.

25. All surveys conducted by LegalZoom relating to Rocket Lawyer.

26. LegalZoom's damages sought in this lawsuit.

27. LegalZoom's document retention policy, including, its inability to produce documents from before April 1, 2010.

28. LegalZoom's document collection procedures and processes in the above-captioned case.

1 **PROOF OF SERVICE**

2 At the time of service I was over 18 years of age and not a party to this action.  
3 My residence or business address is: Three Embarcadero Center, 24th Floor, San  
4 Francisco, CA 94111.

5 On July 30, 2014, I served the following documents by placing a true copy  
6 thereof in a sealed envelope(s) on the persons below as follows:

7 **ROCKET LAWYER INCORPORATED'S NOTICE OF F.R.C.P. 30(B)(6)**  
8 **DEPOSITION OF LEGALZOOM.COM, INC.**

9 Fred D. Heather	Counsel for
10 Aaron Allan	Plaintiff LegalZoom.com, Inc.
11 Barak Vaughn	Tel. 310.553.3000
12 Patricia Winograd	Fax. 310.556.2920
13 GLASER WEIL FINK JACOBS	fheather@glaserweil.com
14 HOWARD AVCHEN & SHAPIRO LLP	aallan@glaserweil.com
15 10250 Constellation Boulevard, 19th Floor	bvaughn@glaserweil.com
16 Los Angeles, California 90067	pwinograd@glaserweil.com

17  (MAIL). By United States mail. I enclosed the documents in a sealed  
18 envelope or package addressed to the persons at the addresses listed and  
19 placed the envelope for collection and mailing, following our ordinary  
20 business practices. I am readily familiar with this business's practice for  
21 collecting and processing correspondence for mailing. On the same day that  
22 correspondence is placed for collection and mailing, it is deposited in the  
23 ordinary course of business with the United States Postal Service, in a  
24 sealed envelope with postage fully prepaid at San Francisco, California.

25  (OVERNIGHT DELIVERY). By overnight delivery. I enclosed the  
26 documents in an envelope or package provided by an overnight delivery  
27 carrier and addressed to the persons at the addresses listed. I placed the  
28 envelope or package for collection and overnight delivery at an office or a  
regularly utilized drop box of the overnight delivery carrier.

(E-MAIL or ELECTRONIC TRANSMISSION) By electronic service.  
Based on a court order or an agreement of the parties to accept electronic  
service, I caused the documents to be sent to the persons at the electronic  
service addresses listed.

(FACSIMILE). By fax transmission. Based on an agreement of the parties  
to accept service by fax transmission, I faxed the documents to the persons  
at the fax numbers listed. No error was reported by the fax machine that I  
used. *A copy of the record of the fax transmission, which I printed out, is  
attached.*

(MESSENGER SERVICE) By messenger service. I served the documents  
by placing them in an envelope or package addressed to the persons at the  
addresses listed and providing them to a professional messenger service for  
service. *(A declaration by the messenger must accompany this Proof of  
Service or be contained in the Declaration of Messenger below.)*



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(PERSONAL SERVICE). By personal service. I personally delivered the documents to the persons at the addresses listed. [1] For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, *between the hours of nine (9) in the morning and five (5) in the evening*. [2] For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight (8) in the morning and six (6) in the evening.

I declare under penalty of perjury that I am employed in the office of a member of the bar of this Court at whose direction this service was made and that the foregoing is true and correct.

Executed on July 30, 2014, at San Francisco, California.

Hong-An Vu  
\_\_\_\_\_  
(Type or print name)

  
\_\_\_\_\_  
(Signature)

***EXHIBIT 4***

***EXHIBIT 4***

1 PATRICIA L. GLASER - State Bar No. 55668  
pglaser@glaserweil.com  
2 FRED D. HEATHER - State Bar No. 110650  
fheather@glaserweil.com  
3 AARON P. ALLAN - State Bar No. 144406  
aallan@glaserweil.com  
4 GLASER WEIL FINK  
HOWARD AVCHEN & SHAPIRO LLP  
5 10250 Constellation Boulevard, 19th Floor  
Los Angeles, California 90067  
6 Telephone: (310) 553-3000  
Facsimile: (310) 556-2920

7 Attorneys for Plaintiff  
8 LegalZoom.com, Inc.

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

12 LEGALZOOM.COM, INC., a Delaware  
13 corporation,

14 Plaintiff,

15 v.

16 ROCKET LAWYER INCORPORATED,  
17 a Delaware corporation,

18 Defendant.

CASE NO.: CV 12-9942-GAF (AGR<sub>x</sub>)

Hon. Gary A. Feess

**LEGALZOOM.COM, INC.'S  
RESPONSE TO ROCKET  
LAWYER INCORPORATED'S  
THIRD SET OF REQUESTS FOR  
PRODUCTION**

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2 Pursuant to *Federal Rule of Civil Procedure* 34, Plaintiff LegalZoom.com, Inc.  
3 (hereinafter “LegalZoom”) responds to the Third Set of Requests for Production  
4 served by Defendant Rocket Lawyer Incorporated (“Rocket Lawyer”) on July 1,  
5 2014, as follows:

6 **PRELIMINARY STATEMENT**

7 1. The following responses are based solely on the facts, information,  
8 documents and witnesses presently available and specifically known and recalled by  
9 LegalZoom, which LegalZoom presently recognizes as relevant and responsive to the  
10 Requests. LegalZoom has not completed its investigation, research and analysis as to  
11 all facts, circumstances, documents and witnesses relevant to this action. LegalZoom  
12 anticipates that its discovery, investigation, research and trial preparation may reveal  
13 additional facts, documents and witnesses not presently known or recalled by them,  
14 which they may introduce or rely upon at trial. LegalZoom anticipates that discovery,  
15 investigation, research and trial preparation will add meaning to known facts,  
16 documents and witnesses, thereby leading to new contentions and conclusions which  
17 it may introduce or rely upon at trial. LegalZoom further anticipates that discovery,  
18 investigation, research and trial preparation will render relevant or responsive  
19 additional facts, documents and witnesses, which it did not recognize as relevant or  
20 responsive when responding to these Requests. Consequently, the following  
21 discovery responses are not intended to, and shall not, preclude LegalZoom from  
22 asserting further objections, making further contentions and relying upon or  
23 introducing additional facts, witnesses and documents at trial, based upon the results  
24 of subsequent discovery, investigation, research and trial preparation.

25 2. By these responses, LegalZoom does not waive and, in fact, expressly  
26 reserves: (a) any objections as to the admissibility, competency, relevancy and  
27 materiality of evidence and any privilege attaching to any documents or information  
28 produced; and (b) the right to object to other discovery requests or undertakings

1 involving or reflecting the subject matter of the documents or information requested  
2 herein.

3 **GENERAL OBJECTIONS**

4 LegalZoom in general objects to the Requests on each and every one of the  
5 following grounds, which are incorporated into and made a part of LegalZoom's  
6 response to each and every individual request.

7 1. LegalZoom objects to the extent the Requests seek to impose obligations  
8 upon LegalZoom not required by the Federal Rules of Civil Procedure.

9 2. LegalZoom objects to the extent the Requests call for documents or  
10 things that are neither relevant to the claim or defense of a party, nor reasonably  
11 calculated to lead to the discovery of admissible evidence.

12 3. LegalZoom objects to the extent the Requests, individually and taken as  
13 a whole, are unduly burdensome and oppressive and virtually unlimited in time and  
14 scope.

15 4. LegalZoom objects to the extent the Requests call for the disclosure of  
16 documents subject to the attorney-client privilege, the attorney work-product doctrine,  
17 the taxpayer privilege or any other applicable privileges.

18 5. LegalZoom objects to the extent the Requests seek the production of  
19 documents that are in the possession of independent parties over whom LegalZoom  
20 has no control or that are publicly available and hence equally available to all parties  
21 to this litigation.

22 6. LegalZoom objects to the definition of "You" and "Your" as including  
23 LegalZoom's "past and present agents, representatives, and all persons now or  
24 previously under its control, and all persons currently or previously acting or  
25 purporting to act on its behalf." This definition is impermissibly vague, ambiguous,  
26 and overly broad, and renders any related requests unduly burdensome, unreasonable,  
27 and oppressive. LegalZoom shall limit the terms "You" and "Your" to mean  
28 LegalZoom.com, Inc.

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**RESPONSES TO REQUESTS FOR DOCUMENTS**

**REQUEST FOR DOCUMENTS NO. 1:**

All Documents and Communications Concerning the answers provided in Your response to Rocket Lawyer’s Second Set of Interrogatories.

**RESPONSE TO REQUEST FOR DOCUMENT NO. 1:**

LegalZoom incorporates by reference each of the foregoing General Objections. LegalZoom further objects to this Request to the extent that it is vague, overbroad, unduly burdensome, harassing, and virtually unlimited in time and scope.

**REQUEST FOR DOCUMENTS NO 2:**

All Documents relied on by Your experts in rendering their expert opinion.

**RESPONSE TO REQUEST FOR DOCUMENT NO. 2:**

LegalZoom incorporates by reference each of the foregoing General Objections. LegalZoom further objects to this Request to the extent that it is not properly directed to LegalZoom, overbroad, unduly burdensome, harassing, and virtually unlimited in time and scope.

**REQUEST FOR DOCUMENTS NO 3:**

All Documents Concerning any analysis You have conducted on Your customers such as, analysis into their purchasing decisions, their experience on LegalZoom.com, their thoughts on LegalZoom.com compared to competitors such as Rocket Lawyer or Law Depot, and their reactions to Your products and services.

**RESPONSE TO REQUEST FOR DOCUMENT NO. 3:**

LegalZoom incorporates by reference each of the foregoing General Objections. LegalZoom further objects to this Request to the extent that it is vague, compound, overbroad, unduly burdensome, harassing, and virtually unlimited in time and scope.

**REQUEST FOR DOCUMENTS NO 4:**

All Documents Concerning how much You spend on advertising each quarter.

**RESPONSE TO REQUEST FOR DOCUMENT NO. 4:**

1 LegalZoom incorporates by reference each of the foregoing General  
2 Objections. LegalZoom further objects to this Request to the extent that it is  
3 overbroad, unduly burdensome, harassing, and virtually unlimited in time and scope.

4 **REQUEST FOR DOCUMENTS NO 5:**

5 All Documents Concerning Your advertising spend by channel, including, but  
6 not limited, radio, television, online, etc.

7 **RESPONSE TO REQUEST FOR DOCUMENT NO. 5:**

8 LegalZoom incorporates by reference each of the foregoing General  
9 Objections. LegalZoom further objects to this Request to the extent that it is  
10 overbroad, unduly burdensome, harassing, virtually unlimited in time and scope, and  
11 seeks irrelevant documentation.

12 **REQUEST FOR DOCUMENTS NO 6:**

13 All Document Concerning Your advertising spend by product.

14 **RESPONSE TO REQUEST FOR DOCUMENT NO. 6:**

15 LegalZoom incorporates by reference each of the foregoing General  
16 Objections. LegalZoom further objects to this Request to the extent that it is  
17 overbroad, unduly burdensome, harassing, virtually unlimited in time and scope, and  
18 seeks irrelevant documentation.

19 **REQUEST FOR DOCUMENTS NO 7:**

20 All Documents Concerning Your customers, including, but not limited to:

- 21 (a) how many customers You have had since November 2008;
- 22 (b) how customers are enrolled – whether by organic traffic vs. paid  
23 advertising;
- 24 (c) the average amount spent on LegalZoom.com by your customers;
- 25 (d) the average length of time Your customers are enrolled in a LegalZoom  
26 plan;
- 27 (e) breakdown of customer purchases by product;
- 28 (f) percentage of customer who make repeat purchases;

1 (g) percentage breakdown of customers; and

2 (h) Average order size per customer.

3 **RESPONSE TO REQUEST FOR DOCUMENT NO. 7:**

4 LegalZoom incorporates by reference each of the foregoing General  
5 Objections. LegalZoom further objects to this Request to the extent that it is vague,  
6 compound, overbroad, unduly burdensome, harassing, and virtually unlimited in time  
7 and scope.

8 **REQUEST FOR DOCUMENTS NO 8:**

9 All Documents Concerning your average order size.

10 **RESPONSE TO REQUEST FOR DOCUMENT NO. 8:**

11 LegalZoom incorporates by reference each of the foregoing General  
12 Objections. LegalZoom further objects to this Request to the extent that it is  
13 overbroad, unduly burdensome, harassing, and virtually unlimited in time and scope.  
14 LegalZoom further objects to the term “average order size” as vague and ambiguous,  
15 causing LegalZoom to speculate as to what documents and information, if any, is  
16 responsive.

17 **REQUEST FOR DOCUMENTS NO 9:**

18 All Documents Concerning the number of transactions customers have  
19 completed on your website.

20 **RESPONSE TO REQUEST FOR DOCUMENT NO. 9:**

21 LegalZoom incorporates by reference each of the foregoing General  
22 Objections. LegalZoom further objects to this Request to the extent that it is  
23 overbroad, unduly burdensome, harassing, and virtually unlimited in time and scope.  
24 LegalZoom further objects to the term “transactions” as vague and ambiguous,  
25 causing LegalZoom to speculate as to what documents and information, if any, is  
26 responsive.

27

28



1 DATED: July 30, 2014  
2  
3

GLASER WEIL FINK  
HOWARD AVCHEN & SHAPIRO LLP

4 By:   
5

PATRICIA L. GLASER  
FRED D. HEATHER  
AARON P. ALLAN  
Attorneys for Plaintiff  
LegalZoom.com, Inc.

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Glaser Weil Fink Jacobs  
Howard Avchen & Shapiro LLP

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 July 31, 2014, I served the foregoing document(s) described as  
6 **LEGALZOOM.COM, INC.'S RESPONSE TO ROCKET LAWYER**  
7 **INCORPORATED'S THIRD SET OF REQUESTS FOR PRODUCTION** on the  
8 interested parties to this action by delivering thereof in a sealed envelope addressed to  
each of said interested parties at the following address(es):  
9 **SEE ATTACHED LIST**

10  **(BY MAIL)** I am readily familiar with the business practice for collection and  
11 processing of correspondence for mailing with the United States Postal Service.  
12 This correspondence shall be deposited with the United States Postal Service  
13 this same day in the ordinary course of business at our Firm's office address in  
Los Angeles, California. Service made pursuant to this paragraph, upon  
14 motion of a party served, shall be presumed invalid if the postal cancellation  
15 date of postage meter date on the envelope is more than one day after the date  
16 of deposit for mailing contained in this affidavit.

17  **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be  
18 electronically filed using the Court's Electronic Filing System which  
19 constitutes service of the filed document(s) on the individual(s) listed on the  
attached mailing list.

20  **(BY E-MAIL SERVICE)** I caused such document to be delivered  
21 electronically via e-mail to the e-mail address of the addressee(s) set forth in  
the attached service list.

22  **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand  
to the offices of the above named addressee(s).

23  (State) I declare under penalty of perjury under the laws of the State of  
California that the above is true and correct.

24  (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.

25 Executed on July 31, 2014 at Los Angeles, California.

26   
27 CHERE L. CASTILLE  
28

Glaser Weil Fink Jacobs  
Howard Avchen & Shapiro LLP

**SERVICE LIST**

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Forrest A. Hainline III  
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***Counsel for Defendant  
Rocket Lawyer Incorporated***

# ***EXHIBIT 5***

# ***EXHIBIT 5***

1 PATRICIA L. GLASER - State Bar No. 55668  
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3 AARON P. ALLAN - State Bar No. 144406  
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5 10250 Constellation Boulevard, 19th Floor  
Los Angeles, California 90067  
6 Telephone: (310) 553-3000  
Facsimile: (310) 556-2920

7 Attorneys for Plaintiff  
8 LegalZoom.com, Inc.

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

12 LEGALZOOM.COM, INC., a Delaware  
13 corporation,

14 Plaintiff,

15 v.

16 ROCKET LAWYER INCORPORATED,  
a Delaware corporation,

17 Defendants.

CASE NO.: CV 12-9942-GAF (AGR<sub>x</sub>)

Hon. Gary A. Feess  
Courtroom: 740

**LEGALZOOM.COM, INC'S  
RESPONSE TO DEFENDANT  
ROCKET LAWYER  
INCORPORATED'S NOTICE OF  
F.R.C.P. 30(b)(6) DEPOSITION**

18  
19 Complaint Filed: November 20, 2012  
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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that Plaintiff LEGALZOOM.COM, INC.  
3 (“LegalZoom”) by and through its attorneys of record, hereby responds and objects to  
4 Defendant’s Notice of Deposition of F.R.C.P. 30(b)(6) Deposition of  
5 LegalZoom.com, Inc. (the “Notice”).

6 **OBJECTIONS TO TOPICS FOR EXAMINATION**

7 **I. GENERAL OBJECTIONS**

8 The following General Objections are incorporated into each response set forth  
9 below.

10 1. LegalZoom objects to each examination topic in the Notice to the extent  
11 that it could be construed to call for testimony or information protected by the  
12 attorney-client privilege, the work product doctrine, or any applicable privilege,  
13 doctrine or right of privacy.

14 2. LegalZoom objects to each examination topic in the Notice to the extent  
15 that it seeks confidential business and/or proprietary information without an  
16 appropriate protective order designed to protect such information.

17 3. LegalZoom objects to each examination topic in the Notice to the extent  
18 that it is vague, ambiguous, overly broad, unduly burdensome or duplicative, or to the  
19 extent that it seeks information that is neither relevant to the subject matter of the  
20 pending action nor reasonably calculated to lead to the discovery of admissible  
21 evidence.

22 4. LegalZoom objects to each examination topic in the Notice on the  
23 ground that it is vague as to time.

24 5. LegalZoom submits these objections without waiving its right to amend,  
25 revise, correct, supplement, or clarify any of these objections.

26 LegalZoom further objects and responds to each of the specific topics of  
27 examination (“Topics”) identified in the Notice as follows:  
28

1 **II. SPECIFIC RESPONSES AND OBJECTIONS TO TOPICS OF**  
2 **EXAMINATION**

3 **TOPIC NO. 1:**

4 LegalZoom’s current and historic relationship with Travis Giggy, including,  
5 without limitation the services provided by Mr. Giggy and the compensation provided  
6 for such services.

7 **RESPONSE TO TOPIC NO. 1:**

8 LegalZoom incorporates each General Objection. LegalZoom further objects  
9 that the Topic seeks testimony or information not relevant to the subject matter of the  
10 pending action nor reasonably calculated to lead to the discovery of admissible  
11 evidence, and that the Topic is ambiguous as to the phrase, “current and historic  
12 relationship(s) with Travis Giggy. . . .”

13 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
14 Quispe as its corporate designee to testify concerning this Topic.

15 **TOPIC NO. 2:**

16 LegalZoom’s current and historic relationship with LegalSpring.com,  
17 including, without limitation the services provided by LegalSpring.com and the  
18 compensation provided for such services.

19 **RESPONSE TO TOPIC NO. 2:**

20 LegalZoom incorporates each General Objection. LegalZoom further objects  
21 that the Topic seeks testimony or information not relevant to the subject matter of the  
22 pending action nor reasonably calculated to lead to the discovery of admissible  
23 evidence, and that the Topic is ambiguous as to the phrase, “current and historic  
24 relationship(s) with LegalSpring.com . . .”

25 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
26 Quispe as its corporate designee to testify concerning this Topic.

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1 **TOPIC NO. 3:**

2 LegalZoom’s current and historic relationship with Own Vision, including,  
3 without limitation the services provided by Own Vision and the compensation  
4 provided for such services.

5 **RESPONSE TO TOPIC NO. 3:**

6 LegalZoom incorporates each General Objection. LegalZoom further objects  
7 that the Topic seeks testimony or information not relevant to the subject matter of the  
8 pending action nor reasonably calculated to lead to the discovery of admissible  
9 evidence, and that the Topic is ambiguous as to the phrase, “current and historic  
10 relationship(s) with Own Vision. . . .”

11 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
12 Quispe as its corporate designee to testify concerning this Topic.

13  
14 **TOPIC NO. 4:**

15 LegalZoom’s affiliate program.

16 **RESPONSE TO TOPIC NO. 4:**

17 LegalZoom incorporates each General Objection. LegalZoom further objects  
18 that the Topic seeks testimony or information not relevant to the subject matter of the  
19 pending action nor reasonably calculated to lead to the discovery of admissible  
20 evidence, and that the Topic is ambiguous as to the phrase, “affiliate program.”

21 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
22 Quispe as its corporate designee to testify concerning this Topic.

23  
24 **TOPIC NO. 5:**

25 LegalZoom’s affiliate agreement(s) with LegalSpring.com.

26 **RESPONSE TO TOPIC NO. 5:**

27 LegalZoom incorporates each General Objection. LegalZoom further objects  
28 that this Topic seeks legal conclusions, and/or testimony or information protected by



1 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
2 doctrine or right of privacy. A copy of the subject agreement(s) have already been  
3 produced in this litigation.

4  
5 **TOPIC NO. 6:**

6 LegalZoom's control over the content of LegalSpring.com, including without  
7 limitation the removal of negative advertisements posted on LegalSpring.com and the  
8 posting of positive reviews at LegalZoom's direction on LegalSpring.com.

9  
10 **RESPONSE TO TOPIC NO. 6:**

11 LegalZoom incorporates each General Objection. LegalZoom further objects  
12 on the following grounds: (1) the Topic seeks testimony or information not relevant  
13 to the subject matter of the pending action nor reasonably calculated to lead to the  
14 discovery of admissible evidence; (2) the Topic seeks information which does not  
15 exist within LegalZoom's possession, custody or control, because LegalZoom does  
16 not, and never did, "control" any of the content of LegalSpring.com.

17 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
18 Quispe as its corporate designee to provide testimony concerning LegalZoom's  
19 relationship and communications with LegalSpring.com.

20  
21 **TOPIC NO. 7:**

22 LegalZoom's rating on LegalSpring.com.

23 **RESPONSE TO TOPIC NO. 7:**

24 LegalZoom incorporates each General Objection. LegalZoom further objects  
25 on the following grounds: (1) the Topic seeks information not relevant to the subject  
26 matter of the pending action nor reasonably calculated to lead to the discovery of  
27 admissible evidence; (2) the Topic is vague as to time, and ambiguous as to the  
28 information being sought; and (3) the Topic seeks information that is equally

1 available to Rocket Lawyer.  
2

3 **TOPIC NO. 8:**

4 LegalZoom's lease and/or operation of LegalSpring.com at least between 2012  
5 and 2013.

6 **RESPONSE TO TOPIC NO. 8:**

7 LegalZoom incorporates each General Objection. LegalZoom further objects  
8 on the following grounds: (1) the Topic seeks information not relevant to the subject  
9 matter of the pending action nor reasonably calculated to lead to the discovery of  
10 admissible evidence; and (2) the Topic seeks information which is not in the  
11 possession, custody or control of LegalZoom, because there has never been a time  
12 when LegalZoom either leased or operated LegalSpring.com.

13 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
14 Quispe as its corporate designee to provide testimony concerning LegalZoom's  
15 relationship and communications with LegalSpring.com.  
16

17 **TOPIC NO. 9:**

18 The importance of customer reviews to consumers.

19 **RESPONSE TO TOPIC NO. 9:**

20 LegalZoom incorporates each General Objection. LegalZoom further objects  
21 on the following grounds: (1) the Topic seeks testimony or information protected by  
22 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
23 doctrine or right of privacy; (2) the Topic calls for expert testimony; and (3) the Topic  
24 would call for LegalZoom to speculate as to the reactions of individual consumers.  
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1 **TOPIC NO. 10:**

2 LegalZoom's business formation advertisements.

3 **RESPONSE TO TOPIC NO. 10:**

4 LegalZoom incorporates each General Objection. LegalZoom further objects  
5 on the following grounds: (1) the Topic seeks testimony or information protected by  
6 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
7 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
8 matter of the pending action nor reasonably calculated to lead to the discovery of  
9 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
10 being sought.

11 **TOPIC NO. 11:**

12 LegalZoom's advertisements containing the word "free."

13 **RESPONSE TO TOPIC NO. 11:**

14 LegalZoom incorporates each General Objection. LegalZoom further objects  
15 on the following grounds: (1) the Topic seeks testimony or information protected by  
16 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
17 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
18 matter of the pending action nor reasonably calculated to lead to the discovery of  
19 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
20 being sought.

21  
22 **TOPIC NO. 12:**

23 LegalZoom's "Don't trust free" campaign.

24 **RESPONSE TO TOPIC NO. 12:**

25 LegalZoom incorporates each General Objection. LegalZoom further objects  
26 on the following grounds: (1) the Topic seeks testimony or information protected by  
27 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
28 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject

1 matter of the pending action nor reasonably calculated to lead to the discovery of  
2 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
3 being sought.

4  
5 **TOPIC NO. 13:**

6 LegalZoom’s decision to communicate or not communicate with any online  
7 legal service provider, including without limitation, lawdepot, standardlegal,  
8 incforfree, MyCorporation, etc., regarding the use of advertisements using the term  
9 “free.”

10 **RESPONSE TO TOPIC NO. 13:**

11 LegalZoom incorporates each General Objection. LegalZoom further objects  
12 on the following grounds: (1) the Topic seeks testimony or information protected by  
13 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
14 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
15 matter of the pending action nor reasonably calculated to lead to the discovery of  
16 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
17 being sought.

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19 **TOPIC NO. 14:**

20 LegalZoom’s decision to file this lawsuit against Rocket Lawyer and the timing  
21 thereof.

22 **RESPONSE TO TOPIC NO. 14:**

23 LegalZoom incorporates each General Objection. LegalZoom further objects  
24 on the following grounds: (1) the Topic seeks testimony or information protected by  
25 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
26 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
27 matter of the pending action nor reasonably calculated to lead to the discovery of  
28 admissible evidence; and (3) the Topic is vague and ambiguous as to the information

1 being sought.

2

3 **TOPIC NO. 15:**

4 LegalZoom's efforts to raise advertising and/or PPC costs for Rocket Lawyer.

5 **RESPONSE TO TOPIC NO. 15:**

6 LegalZoom incorporates each General Objection. LegalZoom further objects  
7 on the following grounds: (1) the Topic seeks testimony or information protected by  
8 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
9 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
10 matter of the pending action nor reasonably calculated to lead to the discovery of  
11 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
12 being sought.

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14 **TOPIC NO. 16:**

15 LegalZoom's free trials, including the layout of LegalZoom's free trial offers  
16 and disclosures of the conditions on the free offers.

17 **RESPONSE TO TOPIC NO. 16:**

18 LegalZoom incorporates each General Objection. LegalZoom further objects  
19 on the following grounds: (1) the Topic seeks testimony or information protected by  
20 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
21 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
22 matter of the pending action nor reasonably calculated to lead to the discovery of  
23 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
24 being sought.

25 Without waiving the foregoing objections, LegalZoom will produce Brian Liu  
26 as its corporate designee to testify about the nature of LegalZoom's free trials to the  
27 extent there is information not protected by the attorney-client privilege or attorney  
28 work product.

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**TOPIC NO. 17:**

Customer complaints about LegalZoom’s free trial, business formation, and attorney services.

**RESPONSE TO TOPIC NO. 17:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: (1) the Topic seeks information not relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence; and (2) the Topic is ambiguous as to time.

Without waiver of the foregoing objections, LegalZoom will produce Brian Liu to testify as its corporate designee for this Topic.

**TOPIC NO. 18:**

LegalZoom’s performance including its gross revenue, net revenue, and profits.

**RESPONSE TO TOPIC NO. 18:**

LegalZoom incorporates each General Objection. LegalZoom further objects that this Topic vague as to time and as to the information being sought, and would have been better addressed through a request for the production of accounting records and similar documentation. It is unfair in the context of a deposition to expect that a corporate representative can be prepared to answer such questions with specific information about gross revenue, net revenue and profits.

Without waiver of the foregoing objections, LegalZoom will produce Brian Liu to testify as its corporate designee regarding LegalZoom’s general financial performance issues.

1 **TOPIC NO. 19:**

2 LegalZoom's advertising spend on Business Formation Ads.

3 **RESPONSE TO TOPIC NO. 19:**

4 LegalZoom incorporates each General Objection. LegalZoom further objects  
5 that this Topic vague as to time and as to the information being sought, and would  
6 have been better addressed through a request for the production of accounting records  
7 and similar documentation. It is unfair in the context of a deposition to expect that a  
8 corporate representative can be prepared to answer such questions with specific  
9 information about advertising spend.

10 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
11 to testify as its corporate designee regarding LegalZoom's general financial  
12 performance issues.

13  
14 **TOPIC NO. 20:**

15 How LegalZoom tracks its conversions on Business Formation Ads.

16 **RESPONSE TO TOPIC NO. 20:**

17 LegalZoom incorporates each General Objection. LegalZoom further objects  
18 on the following grounds: (1) the Topic seeks testimony or information protected by  
19 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
20 doctrine or right of privacy; and (2) the Topic seeks information not relevant to the  
21 subject matter of the pending action nor reasonably calculated to lead to the discovery  
22 of admissible evidence.

23 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
24 as its corporate designee to speak generally about this Topic.

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1 **TOPIC NO. 21:**

2 LegalZoom's customer data, such as

- 3 (a) how many customers You have had since November 2008;
- 4 (b) how customers are enrolled – whether by organic traffic vs. paid
- 5 advertising;
- 6 (c) the average amount spent on LegalZoom.com by Your customers;
- 7 (d) the average length of time Your customers are enrolled in a
- 8 LegalZoom plan;
- 9 (e) breakdown of customer purchases by product;
- 10 (f) percentage of customer who make repeat purchases;
- 11 (g) percentage breakdown of customers; and
- 12 (h) Average order size per customer.

13 **RESPONSE TO TOPIC NO. 21:**

14 LegalZoom incorporates each General Objection. LegalZoom further objects

15 on the following grounds: (1) the Topic seeks testimony or information protected by

16 the attorney-client privilege, the work product doctrine, or any applicable privilege,

17 doctrine or right of privacy; and (2) the Topic seeks information not relevant to the

18 subject matter of the pending action nor reasonably calculated to lead to the discovery

19 of admissible evidence.

20 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu

21 as its corporate designee to speak generally about this Topic.

22

23 **TOPIC NO. 22:**

24 LegalZoom's performance according to the following marketing channels:

- 25 (a) Search engine marketing;
- 26 (b) Affiliate marketing;
- 27 (c) Radio marketing;
- 28 (d) Television marketing;



1 (e) E-mail marketing; and

2 (f) Mail marketing.

3 **RESPONSE TO TOPIC NO. 22:**

4 LegalZoom incorporates each General Objection. LegalZoom further objects  
5 on the following grounds: (1) the Topic seeks information not relevant to the subject  
6 matter of the pending action nor reasonably calculated to lead to the discovery of  
7 admissible evidence; and (2) the Topic is vague and ambiguous as to time, and as to  
8 the information being sought.

9  
10 **TOPIC NO. 23:**

11 LegalZoom's bidding of Keywords relating to Rocket Lawyer.

12 **RESPONSE TO TOPIC NO. 23:**

13 LegalZoom incorporates each General Objection. LegalZoom further objects  
14 on the following grounds: (1) the Topic seeks information not relevant to the subject  
15 matter of the pending action nor reasonably calculated to lead to the discovery of  
16 admissible evidence; and (2) the Topic is vague and ambiguous as to time, and as to  
17 the information being sought.

18 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
19 as its corporate designee to testify concerning this Topic.

20  
21 **TOPIC NO. 24:**

22 LegalZoom's communications with the search engines such as Google.com and  
23 Bing.com about its advertisements and/or Rocket Lawyer.

24 **RESPONSE TO TOPIC NO. 24:**

25 LegalZoom incorporates each General Objection. LegalZoom further objects  
26 that the Topic is vague and overbroad, and to the extent that the Topic seeks  
27 testimony or information protected by the attorney-client privilege, the work product  
28 doctrine, or any applicable privilege.

1 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
2 as its corporate designee to testify concerning this Topic.

3  
4 **TOPIC NO. 25:**

5 All surveys conducted by LegalZoom relating to Rocket Lawyer.

6 **RESPONSE TO TOPIC NO. 25:**

7 LegalZoom incorporates each General Objection. LegalZoom further objects  
8 that the Topic is vague and overbroad, and to the extent that the Topic seeks  
9 testimony or information protected by the attorney-client privilege, the work product  
10 doctrine, or any applicable privilege.

11 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
12 as its corporate designee to testify concerning this Topic.

13  
14 **TOPIC NO. 26:**

15 LegalZoom's damages sought in this lawsuit.

16 **RESPONSE TO TOPIC NO. 26:**

17 LegalZoom incorporates each General Objection. LegalZoom further objects  
18 on the following grounds: the Topic seeks expert testimony and/or information  
19 protected by the attorney-client privilege, the work product doctrine, or any  
20 applicable privilege.

21  
22 **TOPIC NO. 27:**

23 LegalZoom's document retention policy, including, its inability to produce  
24 documents from before April 1, 2010.

25 **RESPONSE TO TOPIC NO. 27:**

26 LegalZoom incorporates each General Objection. LegalZoom further objects  
27 on the following grounds: the Topic seeks testimony or information protected by the  
28 attorney-client privilege, the work product doctrine, or any applicable privilege.

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Without waiver of the foregoing objections, LegalZoom will produce Brian Liu as its corporate designee to testify concerning this Topic.

**TOPIC NO. 28:**

LegalZoom's document collection procedures and processes in the above-captioned case.


**RESPONSE TO TOPIC NO. 28:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: the Topic seeks testimony or information protected by the attorney-client privilege, the work product doctrine, or any applicable privilege.

Without waiver of the foregoing objections, LegalZoom will produce Brian Liu as its corporate designee to testify concerning this Topic.

DATED: September 17, 2014

Respectfully submitted,  
GLASER WEIL FINK HOWARD  
AVCHEN & SHAPIRO LLP

By:   
PATRICIA L. GLASER  
FRED D. HEATHER  
AARON P. ALLAN  
Attorneys for Plaintiff  
LegalZoom.com, Inc.

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California; I am over the  
3 age of 18 and not a party to the within action; my business address is 10250  
4 Constellation Boulevard, 19th Floor, Los Angeles, California 90067. On September  
5 17, 2014, I served the foregoing document(s) described as

6 **LEGALZOOM.COM, INC'S RESPONSE TO DEFENDANT ROCKET  
7 LAWYER INCORPORATED'S NOTICE OF F.R.C.P. 30(b)(6) DEPOSITION**

8 on the interested parties to this action by delivering thereof to each of said  
9 interested parties at the following address(es):

10 Forrest A. Hainline III Counsel for Defendant  
11 Hong-An Vu Rocket Lawyer Incorporated  
12 Goodwin Procter LLP Tel.: (415) 733-6000  
13 Three Embarcadero Center, 24th Floor Fax.: (415) 677-9041  
14 San Francisco, California 94111 [fhainline@goodwinprocter.com](mailto:fhainline@goodwinprocter.com)  
[hvu@goodwinprocter.com](mailto:hvu@goodwinprocter.com)

15 Michael T. Jones Counsel for Defendant  
16 Goodwin Procter LLP Rocket Lawyer Incorporated  
17 135 Commonwealth Drive Tel.: (650) 752-3100  
18 Menlo Park, California 94025-1105 Fax.: (650) 853-1038  
[mjones@goodwinprocter.com](mailto:mjones@goodwinprocter.com)

19  (BY MAIL) I am readily familiar with the business practice for collection and  
20 processing of correspondence for mailing with the United States Postal Service.  
21 This correspondence shall be deposited with the United States Postal Service  
22 this same day in the ordinary course of business at our Firm's office address in  
23 Los Angeles, California. Service made pursuant to this paragraph, upon  
24 motion of a party served, shall be presumed invalid if the postal cancellation  
25 date of postage meter date on the envelope is more than one day after the date  
26 of deposit for mailing contained in this affidavit.

27  (BY ELECTRONIC SERVICE) by causing the foregoing document(s) to be  
28 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.

(BY E-MAIL SERVICE) Based on the agreement of the parties to accept  
service by e-mail or electronic transmission, I caused such document to be  
delivered electronically via e-mail to the e-mail address of the addressee(s) set  
forth above. I did not receive, within a reasonable time after the transmission,  
any electronic message or other indication that the transmission was  
unsuccessful.


(BY OVERNIGHT DELIVERY) I served the foregoing document by FedEx,  
an express service carrier which provides overnight delivery, as follows: I  
placed true copies of the foregoing document in sealed envelopes or packages

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designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

- (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 September 17, 2014, at Los Angeles, California.

  
Cheree Castille

***EXHIBIT 6***

***EXHIBIT 6***

September 23, 2014

**VIA E-MAIL AND FEDERAL EXPRESS**

Fred D. Heather (*fheather@glaserweil.com*)  
Aaron P. Allan (*aallan@glaserweil.com*)  
Barak Vaughn (*bvaughn@glaserweil.com*)  
Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP  
10250 Constellation Boulevard, 19th Floor  
Los Angeles, CA 90067

**Re: *LegalZoom.com, Inc. v. Rocket Lawyer Incorporated***  
**LegalZoom's Response to Rocket Lawyer's Notice of F.R.C.P. 30(b)(6) Deposition**

Dear Counsel:

We have reviewed LegalZoom.com, Inc.'s ("LegalZoom") updated Response to Rocket Lawyer Incorporated's ("Rocket Lawyer") Notice of F.R.C.P. 30(b)(6) Deposition ("30(b)(6) Notice"). Many of LegalZoom's objections and refusals to provide information and/or a witness to testify are improper. In this letter, Rocket Lawyer seeks to clarify LegalZoom's responses and outlines deficiencies therein. For instance, we have questions and concerns related to several of your responses which are made subject to your general and specific objections, but fail to specify on what bases you may be withholding information. Please be advised that Rocket Lawyer considers this letter to initiate a meet and confer process. We intend to inquire fully into our designated topics and will seek to compel LegalZoom to provide information and appropriate sanctions. It is our hope that you will reconsider these objections so that we can complete these depositions as scheduled and without the need for a discovery dispute. Please also be advised, however, that Rocket Lawyer reserves all its rights and waives none.

- Please let us know whether you are withholding any information or refusing to identify a witness on the basis of any of your "General Objections"? If so, please let us know which topics and the specific basis for refusing to identify a witness or withholding the information so that we can evaluate the potential need for a motion to compel.
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Quispe not to answer any questions within Rocket Lawyer's designations for Topic Nos. 1 and 2? Please confirm or clarify, especially in light of Rocket Lawyer's specific allegations that Mr. Giggy "has been working for LegalZoom in various capacities for the last eight years, most recently, assisting with its IPO during 2012," that Legalspring.com is registered to Mr. Giggy, and that Legalspring.com acts as LegalZoom's agent and receives payment for the number of clicks to

Fred D. Heather (*fheather@glaserweil.com*)  
Aaron P. Allan (*aallan@glaserweil.com*)  
Barak Vaughn  
September 23, 2014  
Page 2

LegalZoom's website from Legalspring.com. See Rocket Lawyer's Answer to First Amended Complaint and Amended Counterclaims ("Answer & Counterclaims"), ECF No. 17, ¶¶ 34-37.

- Other than asserting attorney-client privilege, do you intend to instruct Mr. Quispe not to answer any questions within Rocket Lawyer's designations for Topic No. 3? Please confirm or clarify, especially in light of the Affiliate Agreement between LegalZoom.com, Inc. and Own Vision, LLC (d/b/a Legalspring.com), Bates Number LZ001625, and Counts IV, V, and VI of Rocket Lawyer's Counterclaims.
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Quispe not to answer any questions within Rocket Lawyer's designations for Topic No. 4? Please confirm or clarify, especially in light of the Affiliate Agreement between LegalZoom.com, Inc. and Own Vision, LLC (d/b/a Legalspring.com), Bates Number LZ001625, and Counts IV, V, and VI of Rocket Lawyer's Counterclaims. As we have noted in several meet and confer sessions with Ms. Winograd, the manner in which LegalZoom interacts with Legalspring.com (or Own Vision, LLC) in comparison to other affiliates is relevant to the Rocket lawyer's counterclaims. To the extent that you object to the term "affiliate program" as being "ambiguous," please review your client's website at [https://affiliate.legalzoom.com/?\\_ga=1.268723442.2027654598.1411408695](https://affiliate.legalzoom.com/?_ga=1.268723442.2027654598.1411408695) and reevaluate your response.
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 5. Please confirm or clarify. Rocket Lawyer is entitled to examine a witness concerning a produced agreement, which is not privileged, especially where LegalZoom has not objected to its relevance. Rocket Lawyer expects to question Mr. Quispe on this topic on the basis of his designation for Topic No. 4.
- Do you intend to instruct Mr. Quispe not to answer any questions within Rocket Lawyer's designations for Topic No. 6? If you expect to instruct Mr. Quispe not to answer questions on the ground of attorney-client and/or work-product privilege, please confirm that you will be prepared to provide the information that would be required in a privilege log if the withheld information was in a document. This topic is directly relevant to Counts IV, V, and VI of Rocket Lawyer's Counterclaims.
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 7. Please confirm or clarify. There are internal LegalZoom emails discussing the Legalspring.com rating and steps taken to ensure that it remained at a certain level. (See, e.g., Bates nos. GIG02399; LZ001543; LZ007432 ). Rocket Lawyer expects to question Mr. Quispe regarding these documents and more generally on this topic on the basis of his designation for Topic No. 6.



Fred D. Heather (*fheather@glaserweil.com*)

Aaron P. Allan (*aallan@glaserweil.com*)

Barak Vaughn

September 23, 2014

Page 3

- Do you intend to instruct Mr. Quispe not to answer any questions within Rocket Lawyer's designations for Topic No. 8? If you expect to instruct Mr. Quispe not to answer questions on the ground of attorney-client and/or work-product privilege, please confirm that you will be prepared to provide the information that would be required in a privilege log if the withheld information was in a document. This topic is directly relevant to Counts IV, V, and VI of Rocket Lawyer's Counterclaims.
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 9. Please confirm or clarify, especially in light of the email from Scott MacDonell of LegalZoom to Travis Giggy, dated July 17, 2012, produced by Mr. Giggy at Bates Number GIG02188, which transmitted an article concerning the importance of customer reviews.
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 10. Please confirm or clarify. This Topic is directly relevant to Rocket Lawyer's Third Defense. *See Answer & Counterclaims at 7 & Ex. 3* ("Launch your new corporation. Free to get started.").
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 11. Please confirm or clarify. This Topic is directly relevant to Rocket Lawyer's Third Defense. *See Answer & Counterclaims at 7 & Ex. 3* ("Launch your new corporation. Free to get started.").
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 12. Please confirm or clarify. This Topic is directly relevant to Rocket Lawyer's Third Defense. *See Answer & Counterclaims at 7 & Exs. 1 & 2* (screenshots of LegalZoom advertisements appearing in search results for Rocket Lawyer, including "Don't trust free" ads).
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 13. Please confirm or clarify.
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 14. Please confirm or clarify. This Topic is directly relevant to Rocket Lawyer's Fourth Defense, which specifically alleges that "After Rocket Lawyer declined to change its practices, LegalZoom delayed for a year in bringing this action. LegalZoom's inaction conveyed its lack of interest in prosecuting its alleged claims and/or that it waived or ratified Rocket Lawyer's practices." *See Answer & Counterclaims at 7-8.*
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 15. Please confirm or clarify.

Fred D. Heather (*fheather@glaserweil.com*)

Aaron P. Allan (*aallan@glaserweil.com*)

Barak Vaughn

September 23, 2014

Page 4

- Do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 16? If you expect to instruct Mr. Liu not to answer questions on the ground of attorney-client and/or work-product privilege, please confirm that you will be prepared to provide the information that would be required in a privilege log if the withheld information was in a document. This Topic is directly relevant to Rocket Lawyer's Third Defense. *See Answer & Counterclaims at 7 & Ex. 3* ("Launch your new corporation. Free to get started.").
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 17?
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 18?
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 19?
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 20?
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 21? LegalZoom has no basis to assert attorney-client privilege protection for customer data. LegalZoom's customer data is specifically relevant to its claim for damages.
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 22. Please confirm or clarify. LegalZoom's performance in particular marketing channels is directly relevant to its claim for damages.
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Quispe not to answer any questions within Rocket Lawyer's designations for Topic No. 23? This Topic is directly relevant to Rocket Lawyer's Third Defense. *See Answer & Counterclaims at 7 & Exs. 1 & 2* (screenshots of LegalZoom advertisements appearing in search results for Rocket Lawyer, including "Don't trust free" ads).
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 24? Communications with third parties Google.com and Bing.com are not subject to the attorney-client privilege, work product doctrine, or any other privilege.

Fred D. Heather (*fheather@glaserweil.com*)

Aaron P. Allan (*aallan@glaserweil.com*)

Barak Vaughn

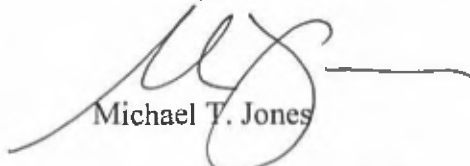
September 23, 2014

Page 5

- Other than asserting attorney-client privilege, do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 25?
- We understand that you are refusing to produce a witness to testify concerning Rocket Lawyer's Topic No. 26. Please confirm or clarify.
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 27?
- Other than asserting attorney-client privilege, do you intend to instruct Mr. Liu not to answer any questions within Rocket Lawyer's designations for Topic No. 28?

Please let us know if you would like to discuss. We can be available to meet and confer regarding these issues this week.

Sincerely,



Michael T. Jones

cc: Forrest A. Hainline III  
Hong-An Vu  
Brian W. Cook

***EXHIBIT 7***

***EXHIBIT 7***

September 26, 2014

**VIA E-MAIL**

*aallan@glaserweil.com*  
*fheather@glaserweil.com*  
*bvaughn@glaserweil.com*

Aaron P. Allan  
Fred D. Heather  
Barak Vaughn  
Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP  
10250 Constellation Boulevard, 19th Floor  
Los Angeles, CA 90067


**Re: *LegalZoom.com, Inc. v. Rocket Lawyer Incorporated***

Dear Counsel:

Please find enclosed Rocket Lawyer Incorporated's Amended Notice of F.R.C.P. 30(b)(6) Deposition of LegalZoom.com.

Although we maintain that our 30(b)(6) deposition topics are not vague or ambiguous and are relevant to the claims, counterclaims, and defenses in this case, and that your refusal to produce witnesses in response to many of our deposition topics is improper, in the spirit of cooperation, we have amended some of the deposition topics. We look forward to your response.

Sincerely,



Hong-An Vu

cc: Forrest A. Hainline III  
Michael T. Jones  
Brian W. Cook

1 Forrest A. Hainline III (SBN 64166)  
*fhainline@goodwinprocter.com*  
2 Hong-An Vu (SBN 266268)  
*hvu@goodwinprocter.com*  
3 **GOODWIN PROCTER LLP**  
Three Embarcadero Center  
4 24th Floor  
San Francisco, California 94111  
5 Tel.: 415.733.6000  
Fax.: 415.677.9041

6 Michael T. Jones (SBN 290660)  
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7 **GOODWIN PROCTER LLP**  
135 Commonwealth Drive  
8 Menlo Park, California 94025-1105  
9 Tel.: 650.752.3100  
Fax.: 650.853.1038

10 Brian W. Cook (*Pro Hac Vice*)  
*bcook@goodwinprocter.com*  
11 **GOODWIN PROCTER LLP**  
53 State Street  
12 Boston, MA 02109-2802  
13 Tel.: 617.570.1000  
Fax.: 617.523.1231

14 *Attorneys for Defendant*  
15 **ROCKET LAWYER INCORPORATED**

16  
17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**  
19 **WESTERN DIVISION**

20  
21 LEGALZOOM.COM, INC., a Delaware  
corporation,

22 Plaintiff,

23 v.

24 ROCKET LAWYER  
25 INCORPORATED, a Delaware  
corporation,

26 Defendant.

Case No. 2:12-cv-09942-GAF-AGR

**ROCKET LAWYER  
INCORPORATED'S AMENDED  
NOTICE OF F.R.C.P. 30(B)(6)  
DEPOSITION OF  
LEGALZOOM.COM, INC.**

Date: October 7, 2014  
Time: 9:00 a.m.  
Address: 601 S. Figueroa Street  
41<sup>st</sup> floor  
Los Angeles, CA 90017

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**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 30(b)(6), Rocket Lawyer Incorporated (“Rocket Lawyer”) will take the deposition of the person(s) plaintiff LegalZoom.com, Inc. identifies as most knowledgeable on the topics of examination listed in Exhibit A of this notice on October 7, 2014 at 9:00 AM at the law offices of Goodwin Procter, LLP, 601 S. Figueroa St., 41st Floor, Los Angeles, CA 90017.

This deposition will be before a court reporter authorized to administer oaths, and shall continue from day to day until completed. The deposition will be recorded stenographically. The deposition may be recorded using real time using instant visual display of testimony, and by sound and video recording.

Dated: September 26, 2014

Respectfully submitted,

By:   
\_\_\_\_\_  
Forrest A. Hainline III  
*fhainline@goodwinprocter.com*  
Michael Jones  
*mjones@goodwinprocter.com*  
Hong-An Vu  
*hvu@goodwinprocter.com*  
Brian W. Cook (*pro hac vice*)  
*bcook@goodwinprocter.com*  
**GOODWIN PROCTER LLP**

*Attorneys for Defendant*  
**ROCKET LAWYER INCORPORATED**

**EXHIBIT A**  
**DEFINITIONS**

1  
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3         1.     The terms “LegalZoom,” “You,” and “Your” means LegalZoom and  
4 its past and present agents, representatives, and all persons now or previously under  
5 its control, and all persons currently or previously acting or purporting to act on its  
6 behalf.

7         2.     The term “Document(s)” is defined to be synonymous in meaning and  
8 equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a),  
9 including, without limitation, electronic or computerized data compilations. A draft  
10 or non-identical copy is a separate document within the meaning of this term.

11         3.     The term “Communication(s)” means the transmittal of information (in  
12 the form of facts, ideas, inquiries, or otherwise).

13         4.     The term “Person” includes both singular and plural and, whenever  
14 appropriate, includes not only a natural person, but also a corporation, partnership,  
15 unincorporated association, joint venture, nonprofit organization, or other business  
16 entity or association of persons, and also any governmental agency, office,  
17 administrative, board, or other body. However, any request to identify the Person  
18 having knowledge of facts or custody of the documents refers to a natural person.

19         5.     The term “Keyword” means words that may be bid on through  
20 Google.com, Yahoo.com, Bing.com or other search engines for advertising on  
21 search results.

22         6.     The term “Business Formation Ad(s)” means advertisements for  
23 business formation such as incorporation or forming an LLC.

24         7.     The term “Complaint” means the First Amended Complaint in  
25 *Legalzoom.com, Inc. v. Rocket Lawyer Incorporated*, Case No. CV 12-9942-GAF  
26 (AGRx) filed in the Central District of California.

27         8.     The term “Concerning” means relating to, referring to, reflecting,  
28 describing, evidencing, bearing on, or constituting.



1 9. Unless otherwise stated, the relevant time period is from November  
2 2008 to the present.

### 3 **RULES OF CONSTRUCTION**

4 The following rules of construction apply to these interrogatories:

- 5 1. All/Each. The terms “all” and “each” shall be construed as all and each.
- 6 2. And/Or. The connectives “and” and “or” shall be construed either  
7 disjunctively or conjunctively as necessary to bring within the scope of the

### 8 **TOPICS OF EXAMINATION**

9 1. LegalZoom’s current and historic relationship with Travis Giggy,  
10 including, without limitation the services provided by Mr. Giggy and the  
11 compensation provided for such services.

12 2. LegalZoom’s current and historic relationship with LegalSpring.com,  
13 including, without limitation the services provided by LegalSpring.com and the  
14 compensation provided for such services.

15 3. LegalZoom’s current and historic relationship with Own Vision,  
16 including, without limitation the services provided by Own Vision and the  
17 compensation provided for such services.

18 4. LegalZoom’s affiliate program.

19 5. LegalZoom’s affiliate relationship with LegalSpring.com/Own Vision,  
20 including, but not limited to, LegalZoom’s affiliate agreement(s) with  
21 LegalSpring.com/Own Vision, the circumstances in which LegalZoom entered into  
22 the affiliate agreement(s) with LegalSpring.com/Own Vision and/or Travis Giggy,  
23 the differences between the affiliate relationship with LegalSpring.com and other  
24 affiliates that participate in the program found at  
25 [https://affiliate.legalzoom.com/?\\_ga=1.268723442.2027654598.1411408695](https://affiliate.legalzoom.com/?_ga=1.268723442.2027654598.1411408695).

26 6. LegalZoom’s control over the content of LegalSpring.com, including  
27 without limitation the removal of negative advertisements posted on  
28

1 LegalSpring.com and the posting of positive reviews at LegalZoom's direction on  
2 LegalSpring.com.

3 7. Communications with Travis Giggy and/or employees of  
4 LegalSpring.com about LegalZoom's rating on LegalSpring.com, including, but not  
5 limited to, LegalZoom's manipulation of such rating, requests to add positive  
6 reviews to LegalSpring.com to increase LegalZoom's rating, LegalZoom's  
7 understanding of how ratings are calculated on LegalSpring.com and the documents  
8 produced by LegalZoom relating to its rating on LegalSpring.com, including, but  
9 not limited to Bates LZ00447 and LZ000958.

10 8. LegalZoom's lease and/or operation of LegalSpring.com at least  
11 between 2012 and 2013.

12 9. The importance of customer reviews to LegalZoom's business,  
13 including, but not limited to, LegalZoom's efforts to drive consumers to its website  
14 using review websites or companies, including but not limited to, LegalSpring.com,  
15 Yelp.com, Better Business Bureau, and Amazon.com, communications relating to  
16 the need to maintain positive reviews on review websites as evidenced by  
17 communications such as LZ001546, communications relating to the effect of  
18 negative reviews on LegalZoom.com's business, and any research conducted by  
19 LegalZoom relating to the importance of customer reviews to consumers.

20 10. Any and all advertisements You published, or considered publishing,  
21 relating to business formation, such as incorporation or forming an LLC, from  
22 January 1, 2008 to the present.

23 11. Any and all advertisements You published, or considered publishing,  
24 containing the word "free," from January 1, 2008 to the present.

25 12. LegalZoom's "Don't trust free" campaign and/or "Freemium War" as  
26 referenced in LZ001560 or other documents produced by LegalZoom.

27 13. LegalZoom's business decision to communicate or not communicate  
28 with any online legal service provider, including without limitation, lawdepot,

1 standardlegal, incforfree, MyCorporation, etc., regarding their use of advertisements  
2 containing the term “free.”

3 14. Business reasons for LegalZoom’s decision to file this lawsuit against  
4 Rocket Lawyer and the timing thereof, including but not limited to, communications  
5 relating to issues noted in LZ001712.

6 15. LegalZoom’s efforts to raise advertising and/or PPC costs for Rocket  
7 Lawyer as evidenced in documents such as LZ007404.

8 16. LegalZoom’s free trials, including the layout of LegalZoom’s free trial  
9 offers and disclosures of the conditions on the free offers.

10 17. Customer complaints about LegalZoom’s free trial, business formation,  
11 and attorney services.

12 18. LegalZoom’s performance including its gross revenue, net revenue, and  
13 profits.

14 19. LegalZoom’s advertising spend on Business Formation Ads.

15 20. How LegalZoom tracks its conversions on Business Formation Ads.

16 21. LegalZoom’s customer data, such as

17 (a) how many customers You have had since November 2008;

18 (b) how customers are enrolled – whether by organic traffic vs. paid  
19 advertising;

20 (c) the average amount spent on LegalZoom.com by Your  
21 customers;

22 (d) the average length of time Your customers are enrolled in a  
23 LegalZoom plan;

24 (e) breakdown of customer purchases by product;

25 (f) percentage of customer who make repeat purchases;

26 (g) percentage breakdown of customers; and

27 (h) Average order size per customer.  
28

1           22.   LegalZoom's financial performance, including but not limited to  
2 percentage of total costs, sales, and revenue, in the following marketing channels:

- 3           (a)   Search engine marketing;
- 4           (b)   Affiliate marketing;
- 5           (c)   Radio marketing;
- 6           (d)   Television marketing;
- 7           (e)   E-mail marketing; and
- 8           (f)   Mail marketing.

9           23.   LegalZoom's bidding of Keywords relating to Rocket Lawyer.

10          24.   LegalZoom's communications with the search engines such as  
11 Google.com and Bing.com about its advertisements and/or Rocket Lawyer.

12          25.   All surveys conducted by LegalZoom relating to Rocket Lawyer.

13          26.   LegalZoom's damages sought in this lawsuit.

14          27.   LegalZoom's document retention policy, including, its inability to  
15 produce documents from before April 1, 2010.

16          28.   LegalZoom's document collection procedures and processes in the  
17 above-captioned case.

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1 **PROOF OF SERVICE**

2 At the time of service I was over 18 years of age and not a party to this action.  
3 My residence or business address is: Three Embarcadero Center, 24th Floor, San  
4 Francisco, CA 94111.

5 On September 26, 2014, I served the following documents by placing a true  
6 copy thereof in a sealed envelope(s) on the persons below as follows:

7 **ROCKET LAWYER INCORPORATED'S NOTICE OF F.R.C.P. 30(B)(6)**  
8 **DEPOSITION OF LEGALZOOM.COM, INC.**

9 Fred D. Heather  
10 Aaron Allan  
11 Barak Vaughn  
12 Patricia Winograd  
13 GLASER WEIL FINK JACOBS  
14 HOWARD AVCHEN & SHAPIRO LLP  
15 10250 Constellation Boulevard, 19th Floor  
16 Los Angeles, California 90067

Counsel for  
Plaintiff LegalZoom.com, Inc.  
Tel. 310.553.3000  
Fax. 310.556.2920  
fheather@glaserweil.com  
aallan@glaserweil.com  
bvaughn@glaserweil.com  
pwinograd@glaserweil.com

- 17  (MAIL). By United States mail. I enclosed the documents in a sealed  
18 envelope or package addressed to the persons at the addresses listed and  
19 placed the envelope for collection and mailing, following our ordinary  
20 business practices. I am readily familiar with this business's practice for  
21 collecting and processing correspondence for mailing. On the same day that  
22 correspondence is placed for collection and mailing, it is deposited in the  
23 ordinary course of business with the United States Postal Service, in a  
24 sealed envelope with postage fully prepaid at San Francisco, California.
- 25  (OVERNIGHT DELIVERY). By overnight delivery. I enclosed the  
26 documents in an envelope or package provided by an overnight delivery  
27 carrier and addressed to the persons at the addresses listed. I placed the  
28 envelope or package for collection and overnight delivery at an office or a  
regularly utilized drop box of the overnight delivery carrier.
- (E-MAIL or ELECTRONIC TRANSMISSION) By electronic service.  
Based on a court order or an agreement of the parties to accept electronic  
service, I caused the documents to be sent to the persons at the electronic  
service addresses listed.
- (FACSIMILE). By fax transmission. Based on an agreement of the parties  
to accept service by fax transmission, I faxed the documents to the persons  
at the fax numbers listed. No error was reported by the fax machine that I  
used. *A copy of the record of the fax transmission, which I printed out, is  
attached.*
- (MESSENGER SERVICE) By messenger service. I served the documents  
by placing them in an envelope or package addressed to the persons at the  
addresses listed and providing them to a professional messenger service for  
service. *(A declaration by the messenger must accompany this Proof of  
Service or be contained in the Declaration of Messenger below.)*

1  (PERSONAL SERVICE). By personal service. I personally delivered the  
2 documents to the persons at the addresses listed. [1] For a party represented  
3 by an attorney, delivery was made to the attorney or at the attorney's office  
4 by leaving the documents, in an envelope or package clearly labeled to  
5 identify the attorney being served, with a receptionist or an individual in  
6 charge of the office, *between the hours of nine (9) in the morning and five  
7 (5) in the evening.* [2] For a party, delivery was made to the party or by  
8 leaving the documents at the party's residence with some person not  
9 younger than 18 years of age between the hours of eight (8) in the morning  
10 and six (6) in the evening.

11 I declare under penalty of perjury that I am employed in the office of a  
12 member of the bar of this Court at whose direction this service was made and that  
13 the foregoing is true and correct.

14 Executed on September 26, 2014, at San Francisco, California.

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C. J. McCall (Type or print name) (Signature)

***EXHIBIT 8***

***EXHIBIT 8***

1 PATRICIA L. GLASER - State Bar No. 55668  
pglaser@glaserweil.com  
2 FRED D. HEATHER - State Bar No. 110650  
fheather@glaserweil.com  
3 AARON P. ALLAN - State Bar No. 144406  
aallan@glaserweil.com  
4 GLASER WEIL FINK  
HOWARD AVCHEN & SHAPIRO LLP  
5 10250 Constellation Boulevard, 19th Floor  
Los Angeles, California 90067  
6 Telephone: (310) 553-3000  
Facsimile: (310) 556-2920

7 Attorneys for Plaintiff  
8 LegalZoom.com, Inc.

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

12 LEGALZOOM.COM, INC., a Delaware  
13 corporation,

14 Plaintiff,

15 v.

16 ROCKET LAWYER INCORPORATED,  
a Delaware corporation,

17 Defendants.

CASE NO.: CV 12-9942-GAF (AGRx)

Hon. Gary A. Feess  
Courtroom: 740

**LEGALZOOM.COM, INC'S  
SECOND AMENDED RESPONSE  
TO DEFENDANT ROCKET  
LAWYER INCORPORATED'S  
NOTICE OF F.R.C.P. 30(b)(6)  
DEPOSITION**

Complaint Filed: November 20, 2012

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that Plaintiff LEGALZOOM.COM, INC.  
3 (“LegalZoom”) by and through its attorneys of record, hereby responds and objects to  
4 Defendant’s Amended Notice of Deposition of F.R.C.P. 30(b)(6) Deposition of  
5 LegalZoom.com, Inc. (the “Notice”) served September 26, 2014.

6 **OBJECTIONS TO TOPICS FOR EXAMINATION**

7 **I. GENERAL OBJECTIONS**

8 The following General Objections are incorporated into each response set forth  
9 below.

10 1. LegalZoom objects to each examination topic in the Notice to the extent  
11 that it could be construed to call for testimony or information protected by the  
12 attorney-client privilege, the work product doctrine, or any applicable privilege,  
13 doctrine or right of privacy.

14 2. LegalZoom objects to each examination topic in the Notice to the extent  
15 that it seeks confidential business and/or proprietary information without an  
16 appropriate protective order designed to protect such information.

17 3. LegalZoom objects to each examination topic in the Notice to the extent  
18 that it is vague, ambiguous, overly broad, unduly burdensome or duplicative, or to the  
19 extent that it seeks information that is neither relevant to the subject matter of the  
20 pending action nor reasonably calculated to lead to the discovery of admissible  
21 evidence.

22 4. LegalZoom objects to each examination topic in the Notice on the  
23 ground that it is vague as to time.

24 5. LegalZoom submits these objections without waiving its right to amend,  
25 revise, correct, supplement, or clarify any of these objections.

26 LegalZoom further objects and responds to each of the specific topics of  
27 examination (“Topics”) identified in the Notice as follows:  
28

1 **II. SPECIFIC RESPONSES AND OBJECTIONS TO TOPICS OF**  
2 **EXAMINATION**

3 **TOPIC NO. 1:**

4 LegalZoom’s current and historic relationship with Travis Giggy, including,  
5 without limitation the services provided by Mr. Giggy and the compensation provided  
6 for such services.

7 **RESPONSE TO TOPIC NO. 1:**

8 LegalZoom incorporates each General Objection. LegalZoom further objects  
9 that the Topic seeks testimony or information not relevant to the subject matter of the  
10 pending action nor reasonably calculated to lead to the discovery of admissible  
11 evidence, and that the Topic is ambiguous as to the phrase, “current and historic  
12 relationship(s) with Travis Giggy. . . .”

13 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
14 Quispe as its corporate designee to testify concerning this Topic.

15 **TOPIC NO. 2:**

16 LegalZoom’s current and historic relationship with LegalSpring.com,  
17 including, without limitation the services provided by LegalSpring.com and the  
18 compensation provided for such services.

19 **RESPONSE TO TOPIC NO. 2:**

20 LegalZoom incorporates each General Objection. LegalZoom further objects  
21 that the Topic seeks testimony or information not relevant to the subject matter of the  
22 pending action nor reasonably calculated to lead to the discovery of admissible  
23 evidence, and that the Topic is ambiguous as to the phrase, “current and historic  
24 relationship(s) with LegalSpring.com . . .”

25 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
26 Quispe as its corporate designee to testify concerning this Topic.

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1 **TOPIC NO. 3:**

2 LegalZoom's current and historic relationship with Own Vision, including,  
3 without limitation the services provided by Own Vision and the compensation  
4 provided for such services.

5 **RESPONSE TO TOPIC NO. 3:**

6 LegalZoom incorporates each General Objection. LegalZoom further objects  
7 that the Topic seeks testimony or information not relevant to the subject matter of the  
8 pending action nor reasonably calculated to lead to the discovery of admissible  
9 evidence, and that the Topic is ambiguous as to the phrase, "current and historic  
10 relationship(s) with Own Vision. . . ."

11 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
12 Quispe as its corporate designee to testify concerning this Topic.

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14 **TOPIC NO. 4:**

15 LegalZoom's affiliate program.

16 **RESPONSE TO TOPIC NO. 4:**

17 LegalZoom incorporates each General Objection. LegalZoom further objects  
18 that the Topic seeks testimony or information not relevant to the subject matter of the  
19 pending action nor reasonably calculated to lead to the discovery of admissible  
20 evidence, and that the Topic is ambiguous as to the phrase, "affiliate program."

21 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
22 Quispe as its corporate designee to testify concerning this Topic.

23  
24 **TOPIC NO. 5:**

25 LegalZoom's affiliate relationship with LegalSpring.com/Own Vision,  
26 including, but not limited to, LegalZoom's affiliate agreement(s) with  
27 LegalSpring.com/Own Vision, the circumstances in which LegalZoom entered into  
28 the affiliate agreement(s) with LegalSpring.com/Own Vision and/or Travis Giggy, the

1 differences between the affiliate relationship with LegalSpring.com and other  
2 affiliates that participate in the program found at  
3 [https://affiliate.legalzoom.com/?\\_ga=1.268723442.2027654598.1411408695](https://affiliate.legalzoom.com/?_ga=1.268723442.2027654598.1411408695).

4 **RESPONSE TO TOPIC NO. 5:**

5 LegalZoom incorporates each General Objection. LegalZoom further objects  
6 to the extent that this Topic seeks legal conclusions, and/or testimony or information  
7 protected by the attorney-client privilege, the work product doctrine, or any  
8 applicable privilege, doctrine or right of privacy. A copy of the subject agreement(s)  
9 have already been produced in this litigation.

10 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
11 Quispe as its corporate designee to testify concerning this Topic.

12  
13 **TOPIC NO. 6:**

14 LegalZoom's control over the content of LegalSpring.com, including without  
15 limitation the removal of negative advertisements posted on LegalSpring.com and the  
16 posting of positive reviews at LegalZoom's direction on LegalSpring.com.

17 **RESPONSE TO TOPIC NO. 6:**

18 LegalZoom incorporates each General Objection. LegalZoom further objects  
19 on the following grounds: (1) the Topic seeks testimony or information not relevant  
20 to the subject matter of the pending action nor reasonably calculated to lead to the  
21 discovery of admissible evidence; (2) the Topic seeks information which does not  
22 exist within LegalZoom's possession, custody or control, because LegalZoom does  
23 not, and never did, "control" any of the content of LegalSpring.com.

24 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
25 Quispe as its corporate designee to provide testimony concerning LegalZoom's  
26 relationship and communications with LegalSpring.com.

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1 **TOPIC NO. 7:**

2 Communications with Travis Giggy and/or employees of LegalSpring.com  
3 about LegalZoom's rating on LegalSpring.com, including, but not limited to,  
4 LegalZoom's manipulation of such rating, requests to add positive reviews to  
5 LegalSpring.com to increase LegalZoom's rating, LegalZoom's understanding of how  
6 ratings are calculated on LegalSpring.com and the documents produced by  
7 LegalZoom relating to its rating on LegalSpring.com, including, but not limited to  
8 Bates LZ00447 and LZ000958.

9 **RESPONSE TO TOPIC NO. 7:**

10 LegalZoom incorporates each General Objection. LegalZoom further objects  
11 that the Topic seeks information not relevant to the subject matter of the pending  
12 action nor reasonably calculated to lead to the discovery of admissible evidence.

13 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
14 Quispe as its corporate designee to testify concerning this Topic.

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16 **TOPIC NO. 8:**

17 LegalZoom's lease and/or operation of LegalSpring.com at least between 2012  
18 and 2013.

19 **RESPONSE TO TOPIC NO. 8:**

20 LegalZoom incorporates each General Objection. LegalZoom further objects  
21 on the following grounds: (1) the Topic seeks information not relevant to the subject  
22 matter of the pending action nor reasonably calculated to lead to the discovery of  
23 admissible evidence; and (2) the Topic seeks information which is not in the  
24 possession, custody or control of LegalZoom, because there has never been a time  
25 when LegalZoom either leased or operated LegalSpring.com.

26 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
27 Quispe as its corporate designee to provide testimony concerning LegalZoom's  
28 relationship and communications with LegalSpring.com.

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**TOPIC NO. 9:**

The importance of customer reviews to LegalZoom’s business, including, but not limited to, LegalZoom’s efforts to drive consumers to its website using review websites or companies, including but not limited to, LegalSpring.com, Yelp.com, Better Business Bureau, and Amazon.com, communications relating to the need to maintain positive reviews on review websites as evidenced by communications such as LZ001546, communications relating to the effect of negative reviews on LegalZoom.com’s business, and any research conducted by LegalZoom relating to the importance of customer reviews to consumers.

**RESPONSE TO TOPIC NO. 9:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: (1) the Topic seeks testimony or information protected by the attorney-client privilege, the work product doctrine, or any applicable privilege, doctrine or right of privacy; (2) the Topic calls for expert testimony; and (3) the Topic is overbroad and unduly burdensome in scope.

Without waiver of the foregoing objections, LegalZoom will produce Dorian Quispe as its corporate designee to provide testimony concerning LegalZoom’s efforts to drive consumers to its website using review websites or companies, including but not limited to, LegalSpring.com, Yelp.com, Better Business Bureau, and Amazon.com.

**TOPIC NO. 10:**

Any and all advertisements You published, or considered publishing, relating to business formation, such as incorporation or forming an LLC, from January 1, 2008 to the present.

1 **RESPONSE TO TOPIC NO. 10:**

2 LegalZoom incorporates each General Objection. LegalZoom further objects  
3 on the following grounds: (1) the Topic seeks testimony or information protected by  
4 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
5 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
6 matter of the pending action nor reasonably calculated to lead to the discovery of  
7 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
8 being sought.

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10 **TOPIC NO. 11:**

11 Any and all advertisements You published, or considered publishing,  
12 containing the word “free,” from January 1, 2008 to the present.

13 **RESPONSE TO TOPIC NO. 11:**

14 LegalZoom incorporates each General Objection. LegalZoom further objects  
15 on the following grounds: (1) the Topic seeks testimony or information protected by  
16 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
17 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
18 matter of the pending action nor reasonably calculated to lead to the discovery of  
19 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
20 being sought.

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22 **TOPIC NO. 12:**

23 LegalZoom’s “Don’t trust free” campaign and/or “Freemium War” as  
24 referenced in LZ001560 or other documents produced by LegalZoom.

25 **RESPONSE TO TOPIC NO. 12:**

26 LegalZoom incorporates each General Objection. LegalZoom further objects  
27 on the following grounds: (1) the Topic seeks testimony or information protected by  
28 the attorney-client privilege, the work product doctrine, or any applicable privilege,

1 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
2 matter of the pending action nor reasonably calculated to lead to the discovery of  
3 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
4 being sought.

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6 **TOPIC NO. 13:**

7 LegalZoom’s business decision to communicate or not communicate with any  
8 online legal service provider, including without limitation, lawdepot, standardlegal,  
9 incforfree, MyCorporation, etc., regarding their use of advertisements containing the  
10 term “free.”

11 **RESPONSE TO TOPIC NO. 13:**

12 LegalZoom incorporates each General Objection. LegalZoom further objects  
13 on the following grounds: (1) the Topic seeks testimony or information protected by  
14 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
15 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
16 matter of the pending action nor reasonably calculated to lead to the discovery of  
17 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
18 being sought.

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20 **TOPIC NO. 14:**

21 Business reasons for LegalZoom’s decision to file this lawsuit against Rocket  
22 Lawyer and the timing thereof, including but not limited to, communications relating  
23 to issues noted in LZ001712.

24 **RESPONSE TO TOPIC NO. 14:**

25 LegalZoom incorporates each General Objection. LegalZoom further objects  
26 on the following grounds: (1) the Topic seeks testimony or information protected by  
27 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
28 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject



1 matter of the pending action nor reasonably calculated to lead to the discovery of  
2 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
3 being sought.

4 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
5 as its corporate designee to speak generally about LZ001712.

6  
7 **TOPIC NO. 15:**

8 LegalZoom's efforts to raise advertising and/or PPC costs for Rocket Lawyer  
9 as evidenced in documents such as LZ007404.

10 **RESPONSE TO TOPIC NO. 15:**

11 LegalZoom incorporates each General Objection. LegalZoom further objects  
12 on the following grounds: (1) the Topic seeks testimony or information protected by  
13 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
14 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject  
15 matter of the pending action nor reasonably calculated to lead to the discovery of  
16 admissible evidence; and (3) the Topic assumes facts not in evidence and is vague and  
17 ambiguous as to the information being sought.

18 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
19 Quispe as its corporate designee to speak generally about this Topic.

20  
21 **TOPIC NO. 16:**

22 LegalZoom's free trials, including the layout of LegalZoom's free trial offers  
23 and disclosures of the conditions on the free offers.

24 **RESPONSE TO TOPIC NO. 16:**

25 LegalZoom incorporates each General Objection. LegalZoom further objects  
26 on the following grounds: (1) the Topic seeks testimony or information protected by  
27 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
28 doctrine or right of privacy; (2) the Topic seeks information not relevant to the subject

1 matter of the pending action nor reasonably calculated to lead to the discovery of  
2 admissible evidence; and (3) the Topic is vague and ambiguous as to the information  
3 being sought.

4 Without waiving the foregoing objections, LegalZoom will produce Brian Liu  
5 as its corporate designee to testify about the nature of LegalZoom's free trials to the  
6 extent there is information not protected by the attorney-client privilege or attorney  
7 work product.

8  
9 **TOPIC NO. 17:**

10 Customer complaints about LegalZoom's free trial, business formation, and  
11 attorney services.

12 **RESPONSE TO TOPIC NO. 17:**

13 LegalZoom incorporates each General Objection. LegalZoom further objects  
14 on the following grounds: (1) the Topic seeks information not relevant to the subject  
15 matter of the pending action nor reasonably calculated to lead to the discovery of  
16 admissible evidence; and (2) the Topic is ambiguous as to time.

17 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
18 to testify as its corporate designee for this Topic.

19  
20 **TOPIC NO. 18:**

21 LegalZoom's performance including its gross revenue, net revenue, and profits.

22 **RESPONSE TO TOPIC NO. 18:**

23 LegalZoom incorporates each General Objection. LegalZoom further objects  
24 that this Topic vague as to time and as to the information being sought, and would  
25 have been better addressed through a request for the production of accounting records  
26 and similar documentation. It is unfair in the context of a deposition to expect that a  
27 corporate representative can be prepared to answer such questions with specific  
28 information about gross revenue, net revenue and profits.

1 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
2 to testify as its corporate designee regarding LegalZoom's general financial  
3 performance issues.

4  
5 **TOPIC NO. 19:**

6 LegalZoom's advertising spend on Business Formation Ads.

7 **RESPONSE TO TOPIC NO. 19:**

8 LegalZoom incorporates each General Objection. LegalZoom further objects  
9 that this Topic vague as to time and as to the information being sought, and would  
10 have been better addressed through a request for the production of accounting records  
11 and similar documentation. It is unfair in the context of a deposition to expect that a  
12 corporate representative can be prepared to answer such questions with specific  
13 information about advertising spend.

14 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
15 to testify as its corporate designee regarding LegalZoom's general financial  
16 performance issues.

17  
18 **TOPIC NO. 20:**

19 How LegalZoom tracks its conversions on Business Formation Ads.

20 **RESPONSE TO TOPIC NO. 20:**

21 LegalZoom incorporates each General Objection. LegalZoom further objects  
22 on the following grounds: (1) the Topic seeks testimony or information protected by  
23 the attorney-client privilege, the work product doctrine, or any applicable privilege,  
24 doctrine or right of privacy; and (2) the Topic seeks information not relevant to the  
25 subject matter of the pending action nor reasonably calculated to lead to the discovery  
26 of admissible evidence.

27 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
28 as its corporate designee to speak generally about this Topic.

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**TOPIC NO. 21:**

LegalZoom’s customer data, such as

- (a) how many customers You have had since November 2008;
- (b) how customers are enrolled – whether by organic traffic vs. paid advertising;
- (c) the average amount spent on LegalZoom.com by Your customers;
- (d) the average length of time Your customers are enrolled in a LegalZoom plan;
- (e) breakdown of customer purchases by product;
- (f) percentage of customer who make repeat purchases;
- (g) percentage breakdown of customers; and
- (h) Average order size per customer.

**RESPONSE TO TOPIC NO. 21:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: (1) the Topic seeks testimony or information protected by the attorney-client privilege, the work product doctrine, or any applicable privilege, doctrine or right of privacy; and (2) the Topic seeks information not relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

Without waiver of the foregoing objections, LegalZoom will produce Brian Liu as its corporate designee to speak generally about this Topic.

**TOPIC NO. 22:**

LegalZoom’s financial performance, including but not limited to percentage of total costs, sales, and revenue, in the following marketing channels:

- (a) Search engine marketing;
- (b) Affiliate marketing;

- 1 (c) Radio marketing;
- 2 (d) Television marketing;
- 3 (e) E-mail marketing; and
- 4 (f) Mail marketing.

5 **RESPONSE TO TOPIC NO. 22:**

6 LegalZoom incorporates each General Objection. LegalZoom further objects  
7 on the following grounds: (1) the Topic seeks information not relevant to the subject  
8 matter of the pending action nor reasonably calculated to lead to the discovery of  
9 admissible evidence; (2) the Topic is vague and ambiguous as to time, and as to the  
10 information being sought; and (3) the Topic is unduly burdensome to prepare a  
11 witness to testify about the specific subjects mentioned, and should have been  
12 pursued with a timely interrogatory.

13 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
14 as its corporate designee to speak generally about LegalZoom's financial  
15 performance.

16  
17 **TOPIC NO. 23:**

18 LegalZoom's bidding of Keywords relating to Rocket Lawyer.

19 **RESPONSE TO TOPIC NO. 23:**

20 LegalZoom incorporates each General Objection. LegalZoom further objects  
21 on the following grounds: (1) the Topic seeks information not relevant to the subject  
22 matter of the pending action nor reasonably calculated to lead to the discovery of  
23 admissible evidence; and (2) the Topic is vague and ambiguous as to time, and as to  
24 the information being sought.

25 Without waiver of the foregoing objections, LegalZoom will produce Dorian  
26 Quispe as its corporate designee to testify concerning this Topic.

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1 **TOPIC NO. 24:**

2 LegalZoom's communications with the search engines such as Google.com and  
3 Bing.com about its advertisements and/or Rocket Lawyer.

4 **RESPONSE TO TOPIC NO. 24:**

5 LegalZoom incorporates each General Objection. LegalZoom further objects  
6 that the Topic is vague and overbroad, and to the extent that the Topic seeks  
7 testimony or information protected by the attorney-client privilege, the work product  
8 doctrine, or any applicable privilege.

9 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
10 as its corporate designee to testify concerning this Topic.

11  
12 **TOPIC NO. 25:**

13 All surveys conducted by LegalZoom relating to Rocket Lawyer.

14 **RESPONSE TO TOPIC NO. 25:**

15 LegalZoom incorporates each General Objection. LegalZoom further objects  
16 that the Topic is vague and overbroad, and to the extent that the Topic seeks  
17 testimony or information protected by the attorney-client privilege, the work product  
18 doctrine, or any applicable privilege.

19 Without waiver of the foregoing objections, LegalZoom will produce Brian Liu  
20 as its corporate designee to testify concerning this Topic.

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22 **TOPIC NO. 26:**

23 LegalZoom's damages sought in this lawsuit.

24 **RESPONSE TO TOPIC NO. 26:**

25 LegalZoom incorporates each General Objection. LegalZoom further objects  
26 on the following grounds: the Topic seeks expert testimony and/or information  
27 protected by the attorney-client privilege, the work product doctrine, or any  
28 applicable privilege.

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**TOPIC NO. 27:**

LegalZoom's document retention policy, including, its inability to produce documents from before April 1, 2010.

**RESPONSE TO TOPIC NO. 27:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: the Topic seeks testimony or information protected by the attorney-client privilege, the work product doctrine, or any applicable privilege.

Without waiver of the foregoing objections, LegalZoom will produce Brian Liu as its corporate designee to testify concerning this Topic.

**TOPIC NO. 28:**

LegalZoom's document collection procedures and processes in the above-captioned case.

**RESPONSE TO TOPIC NO. 28:**

LegalZoom incorporates each General Objection. LegalZoom further objects on the following grounds: the Topic seeks testimony or information protected by the attorney-client privilege, the work product doctrine, or any applicable privilege.

Without waiver of the foregoing objections, LegalZoom will produce Brian Liu as its corporate designee to testify concerning this Topic.

DATED: September 29, 2014

Respectfully submitted,

GLASER WEIL FINK HOWARD  
AVCHEN & SHAPIRO LLP

By: 

AARON P. ALLAN  
Attorneys for Plaintiff  
LegalZoom.com, Inc.

**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067. On September 29, 2014, I served the foregoing document(s) described as

**LEGALZOOM.COM, INC'S SECOND AMENDED RESPONSE TO DEFENDANT ROCKET LAWYER INCORPORATED'S NOTICE OF F.R.C.P. 30(b)(6) DEPOSITION**

on the interested parties to this action by delivering thereof to each of said interested parties at the following address(es):

Forrest A. Hainline III	Counsel for Defendant
Hong-An Vu	Rocket Lawyer Incorporated
Goodwin Procter LLP	Tel.: (415) 733-6000
Three Embarcadero Center, 24th Floor	Fax.: (415) 677-9041
San Francisco, California 94111	<a href="mailto:fhainline@goodwinprocter.com">fhainline@goodwinprocter.com</a>
	<a href="mailto:hvu@goodwinprocter.com">hvu@goodwinprocter.com</a>

Michael T. Jones	Counsel for Defendant
Goodwin Procter LLP	Rocket Lawyer Incorporated
135 Commonwealth Drive	Tel.: (650) 752-3100
Menlo Park, California 94025-1105	Fax.: (650) 853-1038
	<a href="mailto:mjones@goodwinprocter.com">mjones@goodwinprocter.com</a>

- (BY MAIL) I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in 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.
- (BY ELECTRONIC SERVICE) by causing the foregoing document(s) to be 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.
- (BY E-MAIL SERVICE) Based on the agreement of the parties to accept service by e-mail or electronic transmission, I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- (BY OVERNIGHT DELIVERY) I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I




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placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

- (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 a member of the bar of this court. I declare under penalty of perjury that the above is true and correct.

Executed on September 29, 2014, at Los Angeles, California.

  
\_\_\_\_\_  
Aaron Allan

# ***EXHIBIT 9***

# ***EXHIBIT 9***

## Vu, Hong-An

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**From:** Vu, Hong-An  
**Sent:** Wednesday, October 01, 2014 5:14 PM  
**To:** 'Barak Vaughn'  
**Cc:** Jones, Michael T; Cook, Brian W  
**Subject:** RE: Document Attached to Moss Adams Report - LegalZoom v. Rocket Lawyer  
**Attachments:** IBIS-OD5638\_Online Legal Services\_05-14.pdf

Barak:

Attached please find a copy of the IBIS Industry report referenced in the Moss Adams rebuttal report. We must note that you have not produced the documents relied on and referenced in your expert reports and in fact, have formally refused to do so. See response to Request No. 2 of Rocket Lawyer's Third Set of Requests for Production.

Sincerely,  
Hong-An

Hong-An

Hong-An Vu  
Goodwin Procter LLP  
Three Embarcadero Center, 24th Floor  
San Francisco, CA 94111  
T: 415-733-6114  
F: 415-677-9041  
[hvu@goodwinprocter.com](mailto:hvu@goodwinprocter.com)  
[www.goodwinprocter.com](http://www.goodwinprocter.com)

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**From:** Barak Vaughn [<mailto:bvaughn@glaserweil.com>]  
**Sent:** Wednesday, October 01, 2014 10:03 AM  
**To:** Vu, Hong-An  
**Subject:** Document Attached to Moss Adams Report - LegalZoom v. Rocket Lawyer

Good Morning Hong-An:

Having reviewed the Moss Adams report recently, I noticed that we never received the following report that was referenced within their report:

[IBISWorld Industry Report OD5638 Online Legal Services in the US, May 2014](#)

Please immediately forward this report to my attention. Thank you in advance for your compliance to this request.