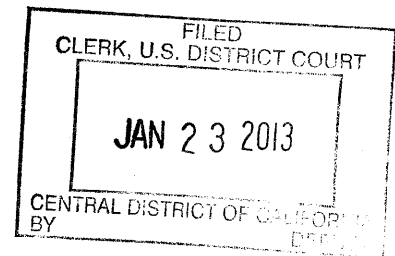


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Attorneys for Defendant
ROCKET LAWYER INCORPORATED

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION**

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

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

**ROCKET LAWYER
 INCORPORATED'S ANSWER TO
 FIRST AMENDED COMPLAINT
 AND AMENDED
 COUNTERCLAIMS**

JURY TRIAL DEMANDED

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

Action Filed: November 20, 2012

**DEFENDANT ROCKET LAWYER INCORPORATED'S
ANSWER TO COMPLAINT**

For its answer to the complaint of LegalZoom.com, defendant Rocket Lawyer Incorporated ("Rocket Lawyer") admits, denies and alleges:

FIRST DEFENSE

Denies the narrative in the unnumbered section titled "NATURE OF ACTION." LegalZoom brought this lawsuit to inflict competitive harm upon Rocket Lawyer, challenging conduct LegalZoom itself engages in. Rocket Lawyer alleges that LegalZoom's emails were designed as part of its plan to compete unfairly through the publicity of this lawsuit rather than in the marketplace, where Rocket Lawyer's technology and service are superior.

All of LegalZoom's claims are based on lawful conduct. Rocket Lawyer's registration of domain names containing "legalzoom" is not actionable, Rocket Lawyer's bidding on its competitors' names as search terms is a permissible practice that empowers consumer information and choice and is also employed by LegalZoom, and Rocket Lawyer truthfully advertises its products and services.

1. Denies except to admit that LegalZoom purports to bring its claims under the statutes there mentioned.
2. Denies except to admit that the court has personal jurisdiction over it.
3. Admits.
4. Admits.
5. Admits.
6. Denies except to admit and allege that LegalZoom was founded more than 13 years ago and that it provides hard copies of forms to customers through the mail.
7. Rocket Lawyer lacks knowledge or information sufficient to form a belief as to the allegations in paragraph 7, and thus denies them, except to admit that LegalZoom has used the trademarks LegalZoom and LegalZoom.com.

1 8. Denies except to admit that Rocket Lawyer did not use Legalzoom or
2 Legalzoom.com prior to 2000.

3 9. Rocket Lawyer lacks knowledge or information sufficient to form a
4 belief as to allegations in paragraph 9, and thus denies them.

5 10. Denies except to admit and allege that Rocket Lawyer is a legal service
6 company that is based on advanced technology to provide simple and affordable
7 access to legal services. Rocket Lawyer helps individuals and businesses by
8 providing do-it-yourself legal documents, legal information, and access to
9 affordable legal representation by licensed attorneys through its Rocket Lawyer On
10 Call® Attorney Network. Admits to the extent that Rocket Lawyer is not a law
11 firm, employees of Rocket Lawyer are not acting as attorneys, that Rocket Lawyer
12 does not practice law and does not give legal advice.

13 11. Admits.

14 12. Denies except to admit that Rocket Lawyer registered
15 www.legalzoomer.com and www.legalzoomgadget.com and is willing to transfer
16 them to LegalZoom.

17 13. Denies except to admit that it has lawfully purchased the search terms,
18 “LegalZoom,” “Legal Zoom” and “LegalZoom.com,” from Internet search engines,
19 including Google.com, Yahoo.com and Bing.com. Rocket Lawyer further denies
20 that Exhibit C reflects a search for any of the above terms as it shows a search for
21 “incorporation” and “rocketlawyer and incorporate for free” that lead to Rocket
22 Lawyer advertisements.

23 14. Denies.

24 (a) Denies and alleges that it truthfully advertises its free
25 incorporation service and properly discloses fees assessed by states for
26 incorporation. Rocket Lawyer admits that it has produced new advertisements
27 regarding its business and a variety of services it offers since service of the original
28

1 Complaint, but denies that Rocket Lawyer changed its advertisements in response to
2 allegations in the Complaint.

3 (b) Denies and alleges that it offers free-trial members one free
4 consultation or review with a local attorney within the free trial period and to the
5 extent that such services were not offered to free-trial members, such limitations
6 were properly disclosed. Admits that it officially published its revised On Call
7 Terms of Service on November 28, 2012, but denies that it made the changes in
8 response to the allegations in the Complaint. Rocket Lawyer alleges that it had been
9 working on revisions to the On Call Terms of Service for several months and had
10 timed the launch of the new Terms of Service to its London launch also scheduled
11 for November 28, 2012. Furthermore, Rocket Lawyer alleges that it has also been
12 testing and offering the On Call benefits to free trial members since before this
13 action was filed.

14 (c) Denies and alleges that it offers free-trial members one free
15 consultation or review with a local attorney within the free trial period and to the
16 extent that such services were not offered to free-trial members, such limitations
17 were properly disclosed. Rocket Lawyer further alleges that it lawfully and
18 sufficiently discloses the terms of its free-trial plans, how to cancel such plan, and
19 subsequent enrollment in a pro or basic legal plan if the free-trial member does not
20 cancel the account.

21 15. Denies and alleges that the Federal Trade Commission ("FTC") has
22 never initiated an action against Rocket Lawyer or contacted it about any claimed or
23 perceived violations based on its advertisements.

24 16. Denies and alleges that it lawfully and sufficiently discloses the terms
25 of its free-trial plans, how to cancel such plan, and subsequent enrollment in a pro or
26 basic legal plan if the free-trial member does not cancel the account.

27 17. Denies.
28

FIRST CLAIM FOR RELIEF

18. Realleges paragraphs unnumbered and 1 through 17.

19. Denies except to admit that the Lanham Act prohibits false and misleading advertising.

20. Denies.

(a) Denies and alleges that it truthfully advertises its free incorporation service and properly discloses fees assessed by states for incorporation.

(b) Denies and alleges that it offers free-trial members one free consultation or review with a local attorney within the free trial period and to the extent that such services were not offered to free-trial members, such limitations were properly disclosed. Admits that it officially published its revised On Call Terms of Service on November 28, 2012, but denies that it made the changes in response to the allegations in the Complaint. Rocket Lawyer alleges that it had been working on revisions to the On Call Terms of Service for several months and had timed the launch of the new Terms of Service to its London launch scheduled for November 28, 2012. Furthermore, Rocket Lawyer alleges that it has also been testing and offering the On Call benefits to free trial members since before this action was filed.

(c) Denies and alleges that it offers free-trial members one free consultation or review with a local attorney and to the extent that such services were not offered to free-trial members, such limitations were properly disclosed. Rocket Lawyer further alleges that it lawfully and sufficiently discloses the terms of its free-trial plans, how to cancel such plans, and subsequent enrollment in a pro or basic legal plan if the free-trial member does not cancel the account.

21. Denies except to admit that Rocket Lawyer lawfully (and with approval of the various search engines like Google.com) bids on search terms for

1 advertisement of its goods and services above and/or to the side of organic search
2 listings of LegalZoom.

3 22. Denies.

4 23. Admits.

5 24. Denies.

6 25. Denies.

7 **SECOND CLAIM FOR RELIEF**

8 26. Realleges paragraphs unnumbered and 1 through 25.

9 27. Admits.

10 28. Denies.

11 (a) Denies and alleges that it truthfully advertises its free
12 incorporation service and properly discloses fees assessed by states for
13 incorporation.

14 (b) Denies and alleges that it offers free-trial members one free
15 consultation or review with a local attorney within the free trial period and to the
16 extent that such services were not offered to free-trial members, such limitations
17 were properly disclosed. Admits that it officially published its revised On Call
18 Terms of Service on November 28, 2012, but denies that it made the changes in
19 response to the allegations in the Complaint. Rocket Lawyer alleges that it had been
20 working on revisions to the On Call Terms of Service for several months and had
21 timed the launch of the new Terms of Service to its London launch scheduled for
22 November 28, 2012. Furthermore, Rocket Lawyer alleges that it has also been
23 testing and offering the On Call benefits to free trial members since before this
24 action was filed.

25 (c) Denies and alleges that it offers free-trial members one free
26 consultation or review with a local attorney and to the extent that such services were
27 not offered to free-trial members, such limitations were properly disclosed. Rocket
28 Lawyer further alleges that it lawfully and sufficiently discloses the terms of its free-

1 trial plans, how to cancel such plan, and subsequent enrollment in a pro or basic
2 legal plan if the free-trial member does not cancel the account.

3 29. Denies except to admit that Rocket Lawyer lawfully bids on search
4 terms for advertisement of its goods and services above and/or to the side of organic
5 search listings of LegalZoom.

6 30. Denies.

7 31. Denies.

8 32. Denies.

9 33. Denies.

10 **THIRD CLAIM FOR RELIEF**

11 34. Realleges paragraphs unnumbered and 1 through 33.

12 35. Denies and alleges that LegalZoom engages in the same lawful activity
13 of using competitor trademarks as internet search terms to provide customers with
14 an alternative solution to resolve their legal issues.

15 36. Denies except to admit that Rocket Lawyer lawfully bids on search
16 terms for advertisement of its goods and services above and/or to the side of organic
17 search listings of LegalZoom.

18 37. Denies except to admit that LegalZoom competes with Rocket Lawyer.

19 38. Denies.

20 39. Denies.

21 40. Denies.

22 **PRAYER FOR RELIEF**

23 The remainder of the paragraphs contain prayers for relief to which no
24 response is required. To the extent a response is required, denies that LegalZoom is
25 entitled to any relief.

26 **SECOND DEFENSE**

27 LegalZoom fails to state a claim upon which relief may be granted.
28

1 **THIRD DEFENSE**

2 LegalZoom’s claims and remedies are barred, in whole or in part, for want of
3 equity or by the doctrine of unclean hands.

4 First, LegalZoom engages in the conduct it complains about in the Complaint.
5 LegalZoom bids on keywords to place its own advertisements in searches for Rocket
6 Lawyer. *See* Exhibits 1 and 2 (true and correct copies of screenshots where
7 LegalZoom appears in search results for Rocket Lawyer). *See also* Compl. Ex. D at
8 p. 44, also hereto attached as Ex. 3; *see also* Ex 4 (report from Spyfu.com about
9 LegalZoom’s keyword bidding); and Ex. 20 (a true and correct copy of LegalZoom
10 vs. Rocket Lawyer Round Two, [http://blogs.wsj.com/law/2012/12/19/legalzoom-vs-](http://blogs.wsj.com/law/2012/12/19/legalzoom-vs-rocket-lawyer-round-two/?KEYWOR)
11 [rocket-lawyer-round-two/?KEYWOR](http://blogs.wsj.com/law/2012/12/19/legalzoom-vs-rocket-lawyer-round-two/?KEYWOR) (December 19, 2012 11:23 A.M. ET) (“Last
12 month, LegalZoom’s chief executive officer John Suh told WSJ, ‘we will never bid
13 on another competitors brand terms unless they do that to us’”). LegalZoom also
14 uses the word “free” in a manner similar to that complained of. *See* Ex. 3: “Launch
15 your new corporation. Free to Get Started.”

16 Second, LegalZoom engages in unlawful conduct that is confusing and
17 misleading to consumers and is anti-competitive. On information and belief,
18 LegalZoom operates through its agent a review website, www.legalspring.com, that
19 represents itself as a neutral third party website, but in actuality advertises and
20 promotes LegalZoom to the detriment of consumers, Rocket Lawyer, and other
21 competitors. *See* Counterclaims section D.

22 LegalZoom’s unclean hands warrant dismissal and denial of all remedies.

23 **FOURTH DEFENSE**

24 LegalZoom’s claims are barred, in whole or in part, by laches, waiver, and/or
25 estoppel.

26 For example, among others, LegalZoom raised the alleged misconduct over a
27 year ago with Rocket Lawyer. After Rocket Lawyer declined to change its
28 practices, LegalZoom delayed for a year in bringing this action. LegalZoom’s

1 inaction conveyed its lack of interest in prosecuting its alleged claims and/or that it
2 waived or ratified Rocket Lawyer's practices. Instead, LegalZoom timed this
3 Complaint to coincide with Rocket Lawyer's much publicized international launch
4 in an attempt to hinder Rocket Lawyer's growth. Rocket Lawyer relied on
5 LegalZoom's silence after its initial complaints to its detriment.

6 **FIFTH DEFENSE**

7 The requirements and circumstances warranting punitive damages are not
8 satisfied.

9 **SIXTH DEFENSE**

10 If LegalZoom sustained any injury or incurred any loss or damages as alleged
11 in the Complaint, such injuries were caused in whole or in part by acts or omissions
12 of persons over whom Rocket Lawyer neither exercised nor had any right of control,
13 for whom Rocket Lawyer is and was not responsible, and whose conduct Rocket
14 Lawyer had no duty or reason to anticipate or control.

15 **SEVENTH DEFENSE**

16 Rocket Lawyer's practices have not caused the likelihood of confusion; any
17 likelihood of confusion is caused by LegalZoom.

18 **EIGHTH DEFENSE**

19 Damages is not an available remedy for the alleged violation of California
20 Business and Professions Code Section 17200 to recover lost profits.

21 **NINTH DEFENSE**

22 LegalZoom lacks standing to bring all or some of its claims alleged in the
23 Complaint.

24 ///

25 ///

26 ///

27 ///

28 ///

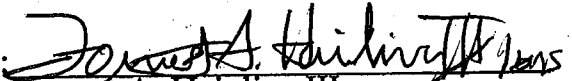
PRAYER

WHEREFORE, Rocket Lawyer prays:

1. That LegalZoom take nothing by reason of its complaint and that judgment be rendered in favor of Rocket Lawyer;
2. That Rocket Lawyer be awarded costs of suit incurred in defense of this action; and
3. For such other and further relief as the Court deems just and proper.

Dated: January 23, 2013

Respectfully submitted,

By: 
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Attorneys for Defendant
ROCKET LAWYER INCORPORATED

1 **IV. THE FACTS**

2 **A. LegalZoom’s Dated, Manual Business Model vs. Rocket Lawyer’s**
3 **Progressive, Technologically-Advanced Business Model**

4 8. LegalZoom is a legal services company that physically fulfills orders
5 for legal forms and other services that are initiated online.

6 9. Created in 2000, LegalZoom’s business model allows customers to
7 complete questionnaires that track with legal forms, but are unable to finalize and
8 print such final forms online. Instead, LegalZoom employees review draft forms,
9 print, and then ship unsigned documents to the customer to execute and use. In rare
10 cases, upon request, LegalZoom will email the document to the customer, but a
11 customer does not see the final document until it is delivered by LegalZoom. In
12 simple terms, LegalZoom substantially runs a pay-per-document print and mail
13 business.

14 10. Rocket Lawyer was created in 2008, and relies on Internet cloud
15 technology to allow customers to electronically complete, edit, sign, archive, share,
16 collaborate, download, print, and send to an attorney (for review) all documents
17 created on Rocketlawyer.com. Rocket Lawyer is not a law firm and its employees
18 do not serve as attorneys for its customers.

19 11. Rocket Lawyer customers receive their finished product instantly and
20 do not need to wait to receive paper documents in the mail to see if they need
21 revision.

22 12. Most Rocket Lawyer users do not purchase documents individually, but
23 instead choose Rocket Lawyer’s subscription option, which provides full access to
24 Rocket Lawyer’s forms and services, including review of documents, either for free
25 or at a 40% discount, by attorneys who are part of Rocket Lawyer’s legal plans.

26 13. Rocket Lawyer’s paperless, cloud-based model has been well received
27 by individual customers and businesses.
28

1 **B. Competition**

2 14. Rocket Lawyer and LegalZoom compete with one another and many
3 other competitors in the legal services industry.

4 15. On information and belief, LegalZoom purchases search terms from
5 Google and other search engines such as Bing.com and Yahoo.com that relate to
6 Rocket Lawyer so that LegalZoom appears on searches for Rocket Lawyer.
7 Exhibits 1 and 2 are true and correct copies of screenshots where LegalZoom
8 appears as an advertisement in searches for Rocket Lawyer. *See also* Compl. Ex. D
9 p. 45, also hereto attached as Exhibit 3.

10 16. According to SpyFu.com, a third party website that tracks historic
11 keyword bidding and keyword advertisements, between January 24, 2008 and
12 December 4, 2012, LegalZoom had placed ads on approximately 83.89% of
13 searches for "Rocket Lawyer," over 40% more often than any other competitor.
14 LegalZoom has also appeared at the top of the page 67.84% of the time in these
15 searches. *See* Exhibit 4 (a true and correct screenshot of Spyfu.com's assessment of
16 keyword bidding performance for websites that participate in the same keyword
17 auction). LegalZoom has aggressively employed keyword advertising in competing
18 with Rocket Lawyer. *See also*, Ex. 20 (a true and correct copy of LegalZoom vs.
19 Rocket Lawyer Round Two, [http://blogs.wsj.com/law/2012/12/19/legalzoom-vs-](http://blogs.wsj.com/law/2012/12/19/legalzoom-vs-rocket-lawyer-round-two/?KEYWOR)
20 [rocket-lawyer-round-two/?KEYWOR](http://blogs.wsj.com/law/2012/12/19/legalzoom-vs-rocket-lawyer-round-two/?KEYWOR) (December 19, 2012 11:23 A.M. ET) ("Last
21 month, LegalZoom's chief executive officer John Suh told WSJ, 'we will never bid
22 on another competitors brand terms unless they do that to us'")

23 17. Rocket Lawyer has purchased search terms relating to LegalZoom so
24 that its advertisements will appear as a banner ad in searches for LegalZoom.

25 18. Such purchasing of keywords is permissible in the United States, is
26 permitted by Google, and is common in many industries. Keyword purchasing
27 benefits the consumer because they are provided choices through comparative
28 advertising. Exhibit 5 is a true and correct copy of Google's trademark policy.

1 19. Rocket Lawyer and LegalZoom both offer free incorporation services
2 to its members and both advertise their services in a similar manner. LegalZoom's
3 advertisements for its incorporation services say "Launch your new corporation.
4 Free to Get Started," language that is similar to Rocket Lawyer's advertisements.
5 *See Ex. 3.*

6 20. The Federal Trade Commission has never initiated an action against
7 Rocket Lawyer or contacted it about any claimed violations based on its
8 advertisements.

9 21. Rocket Lawyer tries to stay ahead of all competitors by constantly
10 improving its products. Rocket Lawyer has continued to increase the free services
11 available to its members, and expanded the free trial program to allow full benefits
12 to free-trial members during the seven-day trial period.

13 22. Rocket Lawyer has not engaged in any unlawful conduct or
14 competition. Although Rocket Lawyer has registered two domain names
15 www.legalzoomer.com and ww.legalzoomgadget.com, it has not used these
16 websites in any way. When trying to access Legalzoomgadget.com on Internet
17 Explorer, Mozilla, or Chrome, a user will be greeted with an error message stating
18 that these browsers are unable to find the website. Exhibit 6 are true and correct
19 screenshots of attempts to access Legalzoomgadget.com on various browsers.

20 23. Internet Explorer and Mozilla will also return an error message when a
21 user tries to access Legazoomer.com, while Chrome, in addition to presenting an
22 error message, asks "Did you mean: www.legalzoom.com?" leading consumers to
23 LegalZoom. Exhibit 7 are true and correct screenshots of attempts to access
24 Legalzoomer.com on various browsers.

25 24. Because Rocket Lawyer has never and does not intend to use
26 www.legalzoomer.com and www.legalzoomgadget.com, it is willing to transfer
27 these domain names to LegalZoom.

28 25. Neither of these websites leads to Rocketlawyer.com.

1 26. Rocket Lawyer's success is a result of its modern, up-to-date
2 technology and processes, and its commitment to constant improvement and 100%
3 customer satisfaction.

4 **C. LegalZoom's Failed Attempts To Play Catch-up**

5 27. Due to the growth and success of Rocket Lawyer, LegalZoom has tried
6 to mimic Rocket Lawyer's business model and services. LegalZoom, operating
7 through www.legalcenterpro.com, has blatantly copied the format of Rocket
8 Lawyer's website. Exhibit 8 is a true and correct copy of
9 www.legalcenterpro.com's terms and conditions showing that it is a LegalZoom
10 offering. Exhibit 9 are true and correct copies of Rocket Lawyer's website and
11 Exhibit 10 are true and correct screenshots of www.legalcenterpro.com's analogous
12 landing pages.

13 28. In February 2012, news outlets began to report that growth at
14 LegalZoom was relatively slow. Exhibit 11 is a true and correct copy of LegalZoom
15 Close to Filing for IPO: Sources, <http://www.reuters.com/article/2012/02/29/us-legalzoom-exclusive-idUSTRE81S1GI20120229>. In response to these reports, on
16 May 10, 2012, LegalZoom stated in its S-1 filing for its IPO that its model now
17 includes subscription legal plans for attorney review or discounted attorney services,
18 which it did not offer before 2011, and that are similar to the plans Rocket Lawyer
19 has offered since its inception. See Exhibit 12 (true and correct excerpts from
20 LegalZoom's May 10, 2012 S-1 filing); Ex. 13 (a true and correct copy of
21 LegalZoom Gets in the Ring with Rocket Lawyer,
22 [http://blogs.wsj.com/law/2012/11/28/legalzoom-gets-in-the-ring-with-rocket-](http://blogs.wsj.com/law/2012/11/28/legalzoom-gets-in-the-ring-with-rocket-lawyer/tab/print/)
23 [lawyer/tab/print/](http://blogs.wsj.com/law/2012/11/28/legalzoom-gets-in-the-ring-with-rocket-lawyer/tab/print/) (November 28, 2012 17:27 ET).

24 29. During its IPO, LegalZoom attempted to roll out a new subscription
25 pricing model where consumers commit to a fixed monthly fee in return for legal
26 forms and limited consultations with affiliated attorneys, like Rocket Lawyer's
27 plans.
28

1 30. In spite of such attempts to mimic Rocket Lawyer's successful
2 business, on August 2, 2012, LegalZoom announced that it intended to delay its IPO
3 due to "market conditions."

4 **D. LegalZoom's Improper Conduct**

5 31. LegalZoom claims to be the leader in the legal services industry. Ex.
6 12.

7 32. In an effort to maintain its claimed competitive edge and to drive
8 customer traffic to its website to purchase its goods and services, LegalZoom has
9 engaged in conduct that is anti-competitive.

10 33. Legalspring.com is a website that purports to offer neutral third party
11 reviews of legal services websites. In fact it purports to review "all legal services."
12 Exhibit 14 are true and correct copies of an advertisements by Legalspring.com
13 (with annotations). Notably, Legalspring.com does not include a single reference to
14 some of LegalZoom's top competitors in this space—e.g., Rocket Lawyer, Law
15 Depot, Total Legal, Avvo, Standard Legal, etc.

16 34. Legalspring.com states on several occasions that LegalZoom is the best
17 legal services provider or in some instances, only lists LegalZoom as the provider of
18 certain services.

19 35. Legalspring.com is registered to Travis Giggy according to Whois.com,
20 employee number eighteen at LegalZoom, who has been working for LegalZoom in
21 various capacities for the last eight years, most recently, assisting with its IPO
22 during 2012. Exhibit 16 is a true and correct copy of Mr. Giggy's LinkedIn account.

23 36. Upon information and belief, Legalspring.com receives payment from
24 LegalZoom for the number of clicks on links to LegalZoom's website on
25 Legalspring.com and also receives commission from LegalZoom for any products
26 sold as a result of such clicks.

27 37. Upon information and belief, Legalspring.com acts as LegalZoom's
28 agent in making the promotional statements about LegalZoom's products and

1 services on Legalspring.com. See Exhibit 17, a true and correct copy of a search for
2 “LegalZoom Companies” on Google.com that includes Legalspring.com.

3 38. Legalspring.com conceals its relationship with LegalZoom and
4 misleadingly states that it is merely affiliated with third party websites that appear
5 on its website.

6 39. Legalspring.com is not a neutral review website as it represents itself to
7 be. LegalSpring.com’s lack of disclosure of its relationship to LegalZoom when it
8 promotes LegalZoom misleads consumers and harms Rocket Lawyer.

9 40. Legalspring.com’s FAQ page states the following and links directly to
10 LegalZoom’s homepage:

11 **Who is the best Incorporator online?**

12 This is why LegalSpring.com was formed - to find the
13 answer to questions like this. Legalzoom is hands-down
14 the LegalSpring.com editors (*sic*) choice for legal services
15 - including Incorporation and LLC formation. There are
16 however, many reputable and reliable companies on the
17 Internet that will handle your Incorporation or LLC
18 formation. Read up on them here. (Exhibit 15 at p.71).

19 41. LegalZoom has operated at least four websites –
20 www.legalcenterpro.com, www.lightwavelaw.com (now defunct),
21 www.estateguidance.com, and www.legaldocumentfinder.com – and likely more,
22 within the legal services industry. See Exhibits 8; Exhibits 17 and 18 are true and
23 correct copies of excerpts from the terms and conditions of Lightwavelaw.com and
24 Estateguidance.com; Exhibit 19 a true and correct screenshot of
25 Legaldocumentfinder.com’s “about us” webpage.

26 42. LegalZoom has used each of these websites to bid on search terms and
27 ultimately place multiple advertisements on Google and other search engines and
28 drive supplemental internet traffic – and therefore consumers – to
www.legalzoom.com. See Ex. 14.

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COUNTERCLAIMS

COUNT I

**(Declaratory Judgment – Rocket Lawyer Has Not Engaged in
Federal False or Misleading Advertising or Unfair Competition
under the Lanham Act)**

43. Rocket Lawyer realleges paragraphs 1 through 42 of this counterclaim.

44. An actual and justiciable case and controversy exists between the parties as to whether Rocket Lawyer has engaged in federal false advertising or unfair competition in violation of the Lanham Act based on its advertisements of its free services. Rocket Lawyer properly advertises its free services and the terms of its free services.

45. Declaratory judgment should be entered that Rocket Lawyer has not engaged in federal false or misleading advertising or unfair competition.

COUNT II

**(Declaratory Judgment – Rocket Lawyer Has Not Engaged in False
or Misleading Advertising under Cal. Bus & Prof Code § 17500)**

46. Rocket Lawyer realleges paragraphs 1 through 45 of this counterclaim.

47. An actual and justiciable case and controversy exists between the parties as to whether Rocket Lawyer has engaged in false advertising in violation of California Business and Professions Code section 17500 based on its advertisements of its free services. Rocket Lawyer properly advertises its free services and the terms of its free services.

48. Declaratory judgment should be entered that Rocket Lawyer has not engaged in false or misleading advertising.

COUNT III

**(Declaratory Judgment – Rocket Lawyer Has Not Engaged in
Unfair Competition under Cal. Bus & Prof Code § 17200)**

49. Rocket Lawyer realleges paragraphs 1 through 48 of this counterclaim.

50. An actual and justiciable case and controversy exists between the parties as to whether Rocket Lawyer has engaged in unfair competition in violation

1 of California Business and Professions Code section 17200 based on its
2 advertisements of its free services using key word bidding. Rocket Lawyer
3 properly advertises its free services and the terms of its free services.

4 51. Declaratory judgment should be entered that Rocket Lawyer has not
5 engaged in false or misleading advertising.

6 **COUNT IV**

7 **(LegalZoom's Violation of 15 U.S.C. § 1125(a))**

8 52. Rocket Lawyer realleges paragraphs 1 through 51 of this counterclaim.

9 53. LegalZoom's advertises its products and/or services through
10 Legalspring.com, a website that offers products in interstate commerce.

11 54. Legalspring.com advertises for LegalZoom and states that it is the best
12 legal services website with the intent that consumers purchase goods or services
13 from LegalZoom.

14 55. However, Legalspring.com does not adequately disclose that the
15 promotional statements on the website, upon information and belief, are made by
16 LegalZoom through its employee or agent.

17 56. The content related to LegalZoom and the online legal services market
18 found on Legalspring.com are misleading and/or false.

19 57. Consumers have been deceived or are likely to be deceived or confused
20 by the omission of Legalspring.com's relationship to LegalZoom and
21 Legalspring.com's misrepresentation of neutrality when it is in fact an advertising
22 platform for LegalZoom to drive Internet traffic to LegalZoom.com.

23 58. Such deception is likely to influence consumers' decision whether to
24 purchase and where to purchase legal services.

25 59. As a result of LegalZoom's misleading and/or false business practices,
26 Rocket Lawyer has been harmed by the direct diversion of sales from itself to
27 LegalZoom and/or by decreased goodwill with the buying public, and has lost
28 money in an amount to be determined at trial.

COUNT V

(LegalZoom's Violation of Cal. Bus. & Prof. Code § 17500)

60. Rocket Lawyer realleges paragraphs 1 through 59 of this counterclaim.

61. Legalspring.com is registered and operated by LegalZoom through an employee or agent of LegalZoom acting within the scope of his employment or agency.

62. Legalspring.com purports to be a neutral third party review website of legal services providers.

63. Legalspring.com advertises for LegalZoom and states that it is the best legal services website with the intent that consumers purchase goods or services from LegalZoom.

64. However, Legalspring.com does not adequately disclose that the promotional statements on the website, upon information and belief, are made by LegalZoom through its employee or agent.

65. Consumers have been deceived or are likely to be deceived or confused by the omission of its relationship to LegalZoom and Legalspring.com's misrepresentation of neutrality when it is in fact an advertising platform for LegalZoom to drive Internet traffic to LegalZoom.com.

66. LegalZoom further operates multiple websites under a variety of different names and does not disclose such websites' affiliation with LegalZoom where advertisements for all three websites appear in search results, reducing the real choices available to consumers.

67. LegalZoom has been unjustly enriched through its false and misleading advertising.

68. As a result of LegalZoom's unlawful, unfair, and fraudulent business practices, Rocket Lawyer has suffered damages, including, but not limited to loss of business from consumers who relied on LegalZoom's reviews on Legalspring.com and were directed to LegalZoom's website, in an amount to be determined at trial.

1 3. Declaratory judgment that Rocket Lawyer has not engaged in false and
2 misleading advertising in violation of California Business and Professions Code
3 section 17500.

4 4. Declaratory judgment that Rocket Lawyer has not engaged in unfair
5 competition in violation of California Business and Professions Code section 17200.

6 5. A permanent injunction prohibiting LegalZoom's operation of
7 www.legalspring.com without disclosure of its affiliation with LegalZoom;

8 6. A permanent injunction prohibiting LegalZoom's false advertising;

9 7. Damages in an amount to be determined at trial;

10 8. Restitution for LegalZoom's violation of Count VI;

11 9. Punitive and exemplary damages;

12 10. Attorneys' fees;

13 11. For costs of this suit; and

14 12. For such other and further relief as the Court deems just and proper.

15 Dated: January 23, 2013

Respectfully submitted,

17 By: 
18 Forrest A. Hainline III
19 fhainline@goodwinprocter.com
20 Hong-An Vu (SBN 266268)
21 hvu@goodwinprocter.com
22 **GOODWIN PROCTER LLP**
23 Three Embarcadero Center, 24th Fl.
24 San Francisco, California 94111
25 Tel.: 415.733.6000
26 Fax.: 415.677.9041

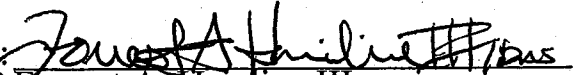
27 *Attorneys for Defendant*
28 **ROCKET LAWYER INCORPORATED**

1 **JURY DEMAND**

2 Defendant and Counterclaimant Rocket Lawyer Incorporated hereby demands
3 a jury trial on all issues contained herein.

4 Dated: January 23, 2013

5 Respectfully submitted,

6 By: 

7 Forrest A. Hamline III
8 *fhainline@goodwinprocter.com*
9 Hong-An Vu (SBN 266268)
10 *hvu@goodwinprocter.com*
11 **GOODWIN PROCTER LLP**
12 Three Embarcadero Center, 24th Fl.
13 San Francisco, California 94111
14 Tel.: 415.733.6000
15 Fax.: 415.677.9041

16 *Attorneys for Defendant*
17 **ROCKET LAWYER INCORPORATED**

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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: 601 S. Figueroa Street, 41st Floor, Los Angeles, CA 90017-5704

On January 23, 2013, I served the following documents by placing a true copy thereof in a sealed envelope(s) on the persons below as follows:

ROCKET LAWYER INCORPORATED'S ANSWER TO FIRST AMENDED COMPLAINT AND AMENDED COUNTERCLAIMS

Patricia L. Glaser
Fred D. Heather
Mary Ann T. Nguyen
GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP
10250 Constellation Boulevard, 19th
Floor
Los Angeles, California 90067

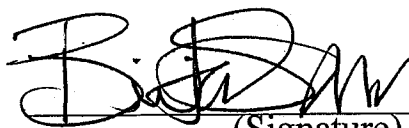
Counsel for
Plaintiff LegalZoom.com, Inc.
Tel. 310.553.3000
Fax. 310.556.2920
pglaser@glaserweil.com
fheather@glaserweil.com
mnguyen@glaserweil.com

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

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 January 23, 2013, at Los Angeles, California.

Britani N. Selzler
(Type or print name)



(Signature)

EXHIBIT 1

EXHIBIT 1



Web

rocket lawyer



Web More ▾

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EXHIBIT 2

EXHIBIT 2

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TRENDS TO TALK ABOUT

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EXHIBIT 3

EXHIBIT 3

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Mary Ann N

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How to Incorporate a Business | Rocket Lawyer

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Incorporating a business can be a complicated process, but knowing the necessary steps and forms will help keep you organized and stress-free.

Articles of Incorporation for California Legal Form | Rocket Lawyer

www.rocketlawyer.com/.../articles-of-incorporation-for-califor...

This document, after filing, is used to form a regular business corporation in the state of California. It defines the basic structure of the corporation. Use.

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Why Incorporate? | Rocket Lawyer

www.rocketlawyer.com/article/why-incorporate.r1

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Articles of Incorporation Guidelines | Rocket Lawyer

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Rocket Lawyer - Wikipedia, the free encyclopedia

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Mary Ann N

0

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EXHIBIT 4

EXHIBIT 4

Ad group: (none)brand terms(brand)

All time
Jan 24, 2008 - Dec 4, 2012[Rocket Lawyer™ \(Official\)](#)www.RocketLawyer.comFree Legal Documents & Services.
We Guide You Step-By-Step.

● Enabled

Ad group bids (Max. CPC) [Edit](#) ?Default bid \$0.50 Display Network bid Off[View all 2 ads](#)

Settings

Ads

Keywords

Ad extensions

Auto targets

Dimensions

▼

Filter ▼

Columns ▼

[« Back to Keywords](#)

See how you're performing compared to other advertisers. With the Auction insights report, you can see how successful your keywords are in terms of impression share, average position and other statistics, in relation to those of other advertisers who are participating in the same auctions. Note: the information in this report is a summary of what you might see if you run a query on Google Search for this keyword.

Keyword: **[rocket lawyer]**

● Active Max CPC \$10.71 Match type Exact

Display url domain ?	Impression share ?	Avg. position ?	Overlap rate ?	Position above rate ?	Top of page rate ?
You	100.00%	1	--	--	99.89%
legalzoom.com	83.89%	2.1	83.89%	0.09%	67.84%
totallegal.com	39.38%	3.3	39.39%	0.00%	5.05%
avvo.com	< 10%	4.5	5.58%	0.00%	1.53%
goclio.com	< 10%	2.8	6.04%	0.00%	65.22%

Show rows: 500 ▼ 1 - 5 of 5

EXHIBIT 5

EXHIBIT 5



AdWords Trademark Policy

Notice something different? We've recently redesigned our AdWords Trademark Policy pages.

The policies themselves have not changed -- we've simply updated these help pages to make the policies easier to understand.

Google's approach to trademarks

If a trademark owner files a complaint with Google about the use of their trademark in AdWords ads, Google will investigate and may enforce certain restrictions on the use of that trademark in AdWords ads and as keywords. [More help for trademark owners](#)

There are multiple factors that determine when trademarks can be used in AdWords ads and as keywords. Along with the factors described below, these policies apply only to trademarked terms where the owner submitted a valid complaint to Google and requested that the terms be restricted in Google ad campaigns.

Trademark terms used in ad text

Google will investigate and may restrict the use of a trademark within ad text. Ads using restricted trademarks in their ad text may not be allowed to run. This policy applies worldwide.

Exceptions: Here are some cases when the policy for ad text doesn't apply in the way described above:

- Ad campaigns targeting the United States, Canada, the United Kingdom, or Ireland may use a trademark in ad text if the ad is in compliance with our policy on resellers and informational sites.

Reseller and informational site policy

- Advertisers can use a trademarked term within ad text if they are authorized, meaning that the trademark owner sent Google the necessary form allowing a advertiser's particular account to use a certain term.

Authorization policy

- An ad can use a trademarked term in its text if either of these conditions is true:
 - the ad text uses the term descriptively in its ordinary meaning rather than in reference to the trademark
 - the ad is not in reference to the goods or services corresponding to the trademarked term

EU and EFTA policy

For ad campaigns targeting the European Union and EFTA regions, the ad text policy above applies. Therefore, we do not prevent the selection of trademarks a keywords in the EU and EFTA. However, in response to a complaint, we will do a limited investigation as to whether a keyword (in combination with particular ad text) is confusing as to the origin of the advertised goods and services.

Details of EU and EFTA policy

List of affected regions

Trademark terms used in keywords

Google will not investigate or restrict the use of trademark terms in keywords, even if a trademark complaint is received.

Exception: Here is a case when the policy for keywords doesn't apply in the way described above:

- Ad campaigns targeting Australia, Brazil, China, Hong Kong, Macau, New Zealand, North Korea, South Korea, or Taiwan are restricted in using trademarks in keywords (except for accounts that have been authorized to use that specific term). Keywords using the restricted trademark will not be allowed to trigger the ad. However, due to our broad match system, ads can appear for searches that include a restricted trademark term as long as the ad's actual keywords do not use the term.

Details about broad match keywords

Other uses of trademark terms

The trademark policies on this page apply to Google ads shown on Google search results and other sites in the [Google Network](#).

See information about our policy on the use of trademarks in these areas:

Ad display URLs

Google search results

Promoted YouTube videos

AdSense for Domains sites

Use of Google's trademarks

EXHIBIT 6

EXHIBIT 6



The connection has timed out

The server at www.legalzoomgadget.com is taking too long to respond.

- The site could be temporarily unavailable or too busy. Try again in a few moments.
- If you are unable to load any pages, check your computer's network connection.
- If your computer or network is protected by a firewall or proxy, make sure that Firefox is permitted to access the Web.

Try Again

Internet Explorer browser interface showing the address bar with the URL <http://www.legalzoomgadget.com/>. The browser title is "Internet Explorer cannot display the webpage". The menu bar includes File, Edit, View, Favorites, Tools, and Help. The toolbar contains icons for Home, Back, Forward, Stop, Print, Page, Safety, Tools, and a search icon. The status bar shows "Convert" and "Select" options.



Internet Explorer cannot display the webpage

What you can try:

[Diagnose Connection Problems](#)

[More information](#)

Oops! Google Chrome could not connect to www.legalzoomgadget.com



Suggestions:

- Try reloading: www.legalzoomgadget.com
- Search on Google:

[Google Chrome Help - Why am I seeing this page?](#)
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EXHIBIT 7

EXHIBIT 7



The connection has timed out

The server at www.legalzoomer.com is taking too long to respond.

- The site could be temporarily unavailable or too busy. Try again in a few moments.
- If you are unable to load any pages, check your computer's network connection.
- If your computer or network is protected by a firewall or proxy, make sure that Firefox is permitted to access the Web.

Try Again

Internet Explorer browser interface showing the address bar with the URL <http://legalzoomer.com/>. The browser title is "Internet Explorer cannot display the webpage". The menu bar includes File, Edit, View, Favorites, Tools, and Help. The toolbar contains icons for Home, RSS, Mail, Print, Page, Safety, and Tools. The status bar shows "Convert" and "Select" options.



Internet Explorer cannot display the webpage

What you can try:

[Diagnose Connection Problems](#)

[More information](#)

Oops! Google Chrome could not connect to www.legalzoomer.com

Did you mean: www.legalzoom.com

Additional suggestions:

- Try reloading: www.legalzoomer.com
- Search on Google:

legalzoom

[Google Chrome Help - Why am I seeing this page?](#)
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EXHIBIT 8

EXHIBIT 8

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6. DISPUTE RESOLUTION BY BINDING ARBITRATION

Please read this carefully. It affects your rights.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care Center at (888) 527-2011. **In the unlikely event that the LegalCenterPro Customer Care Department is unable to resolve your complaint to your satisfaction (or if LegalCenterPro has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or in small claims court rather than in a court of general jurisdiction.** Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts. **Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, the Company will pay all costs of the arbitration. Moreover, in arbitration you may recover attorney's fees from the Company to the same extent or more as you would in court. Under certain circumstances (as explained below), the Company will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) his or her reasonable attorney's fees if the arbitrator awards you an amount greater than what the Company offered you to settle the dispute.

Arbitration Agreement:

(a) The Company and you agree to arbitrate **all disputes and claims** between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

- ▶ claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- ▶ claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising);
- ▶ claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- ▶ claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to "the Company," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms and Conditions or any prior agreements between us.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by accepting these Terms and Conditions, you and the Company are each waiving the right to a trial by jury or to participate in a class action.** These Terms and Conditions evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms and Conditions.

(b) A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to LegalCenterPro should be addressed to: Notice of Dispute, General Counsel, LegalZoom.com, Inc., 101 North Brand Blvd., 11th Floor, Glendale, CA 91203 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If the Company and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Company is entitled.

You may download or copy a form Notice from <http://www.legalzoom.com/arbitration-forms.pdf>.

You may download or copy a form to initiate arbitration from the AAA website at <http://www.adr.org/si.asp?id=3477>. (There is a separate form for California residents, also available on the AAA's website at <http://www.adr.org/si.asp?id=3485>.)

(c) After the Company receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than \$75,000. (Currently, the filing fee is \$125 for claims under \$10,000, but this is subject to change by the arbitration provider. If you are unable to pay this fee, the Company will pay it directly after receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. (You may obtain information about the arbitration process directed to non-lawyers, including information about providing notice to LegalCenterPro, at <http://www.LegalCenterPro.com/arbitration-information.pdf>.) The arbitrator is bound by these Terms and Conditions. Unless the Company and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your contact address. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If you choose to proceed either in person or by telephone, we may choose to respond only by telephone or submission. If your claim exceeds \$10,000, the AAA Rules will determine whether you have a right to a hearing. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings of fact and conclusions of law on which the award is based. The parties agree that any awards or findings of fact or conclusions of law made in an arbitration of their dispute or claim are made only for the purposes of that arbitration, and may not be used by any other person or entity in any later arbitration of any dispute or claim involving the Company. The parties agree that in any arbitration of a dispute or claim, neither party will rely for preclusive effect on any award or finding of fact or conclusion of law made in any other arbitration of any dispute or claim to which the Company was a party. Except as otherwise provided for herein, the Company will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules. An award may be entered against a party who fails to appear at a duly noticed hearing.

(d) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of the Company's last written settlement offer made before an arbitrator was selected, then the Company will:

- ▶ pay you either the amount of the award or \$2,000 ("the alternative payment"), whichever is greater; and
- ▶ pay your attorney, if any, the amount of attorney's fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (the "attorney's fees").

If the Company did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney's fees, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney's fees at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(e) The right to attorney's fees and expenses discussed in paragraph (d) supplements any right to attorney's fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or costs. Although under some laws the Company may have a right to an award of attorney's fees and expenses if it prevails in arbitration, the Company will not seek such an award.

(f) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL.** The arbitrator shall not have the power to commit errors of law or legal reasoning, and the parties agree that any injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for any such error. Each party will bear its own costs and fees on any such appeal. The arbitrator shall not award relief in excess of what these Terms and Conditions provide or award punitive damages or any other damages not measured by actual damages. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(g) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential, other than as part of an appeal to a court of competent jurisdiction.

(h) The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. If this specific proviso is found to be unenforceable, it is severable from the rest of the arbitration agreement.

7. Additional Terms. Some Company services may be subject to additional posted guidelines, rules or terms of service ("Additional Terms") and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms and Conditions and the Additional Terms, the Additional Terms will control for that Service, unless the Additional Terms expressly state that these Terms and Conditions will control.

8. NO WARRANTY. THE SITE AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE COMPANY MAKES NO WARRANTY THAT: (A) THE SITE OR THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR ANY MATERIALS OFFERED THROUGH THE SITE, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

Notwithstanding the above, the Site offers a satisfaction guarantee, the details of which are as follows:

If you're not satisfied, simply call us toll-free at 888-LCP-2011 during our normal business hours. All requests made under this guarantee must be made within 60 days of downloading your document. Please note we cannot refund any money paid by you directly to third parties, such as payments made by you directly to attorneys affiliated with LegalZoom.com, Inc.'s legal plans.

Please note that we cannot guarantee the results or outcome of your particular document. Problems with the results or outcome of your document are beyond our control and are not covered by this guarantee.

Our guarantee only covers satisfaction issues caused by the Site - not changes to your situation or your state of mind.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION. YOU WILL HOLD THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY ME OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF LEGALCENTERPRO HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IF THERE IS LIABILITY FOUND ON THE PART OF THE COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, EXCEPT AS ALLOWED PURSUANT TO THE ARBITRATION AGREEMENT AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. FURTHER, EXCEPT AS PERMITTED BY LAW, NOTHING IN THIS PARAGRAPH IS INTENDED TO MODIFY THE PROVISIONS OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 6400, ET SEQ.

10. Unsolicited Submissions. Except as may be required in connection with your use of the Site, the Company does not want you to submit confidential or proprietary information to us through this Site. All comments, feedback, information or material submitted to the Company through or in association with this Site shall be considered non-confidential and property of the Company. By providing such submissions to the Company you hereby assign to the Company, at no charge, all worldwide right, title and interest in and to the submissions and any intellectual property rights associated therewith. The Company shall be free to use and/or disseminate such submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the submissions that you provide, including their legality, reliability, appropriateness, originality and content.

11. Compliance with Intellectual Property Laws. When accessing the Site you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Site is at all times governed by and subject to laws regarding copyright, trademark and other intellectual property ownership. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of any third party's copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your user account.

The Company has adopted a policy that provides for the immediate removal of any content or materials that have infringed on the rights of the Company or of a third party or that violate intellectual property rights generally. The Company policy is to remove such infringing content or materials and investigate such allegations immediately.

Copyright Infringement:

A. Notice. The Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site. The Company has adopted a policy that provides for the immediate suspension and/or termination of any Site user who is found to have infringed the rights of the Company or of a third party, or otherwise violated any intellectual laws or regulations. The Company policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want the Company to delete, edit, or disable the material in question, you must provide the Company with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, email address; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above written information must be sent to our registered Copyright Agent:

Copyright Agent
c/o LegalZoom.com, Inc.
101 North Brand Blvd., 10th Floor
Glendale, CA 91601
copyrightagent@legalzoom.com

B. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a written counter-notice containing the following information to the Copyright Agent: (1) Your physical or electronic signature; (2) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Los Angeles, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, the Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Company's sole discretion.

12. Personal Use. The site is made available for your personal use on your own behalf.

13. Children. Minors are not eligible to use the Site and we ask that they do not submit any personal information to us.

14. Governing Law; Venue. By using this Site, you expressly agree that your rights and obligations shall be governed by and interpreted in accordance with the laws of the State of California, excluding its choice of law rules. Any legal action or proceeding relating to your access to or use of the Site or Materials is governed by the Arbitration Agreement contained in these Terms and Conditions. These Terms and Conditions expressly exclude and disclaim the terms of the U.N. Convention on Contracts for the International Sale of Goods, which shall not apply to any transaction conducted through or otherwise involving this Site.

15. Copyrights. All Site design, text, graphics, the selection and arrangement thereof, Copyright ©, LegalZoom.com, Inc. ALL RIGHTS RESERVED.

16. Attorney Access Services; Use of term "Experience." The term "experience" or "experienced," as used on the Site and in other communications in reference to third party attorneys participating in a LegalZoom legal plans or other attorney access services means that the legal plan primary handling partner of each law firm fulfills the following: (a) possesses a minimum of five years' experience practicing law, (b) maintains errors and omissions insurance policies consistent with industry standards, (c) is in good standing with the state bar in each jurisdiction in which the attorney is licensed to practice, (d) has no pending malpractice lawsuit, as of the date of joining one of the LegalZoom legal plans, and (e) has no public record of discipline by a state bar within the last five years. The term "experience" or "experienced" is not intended to be a comparison to any other attorney's services or qualifications.

17. Inquiries. BY USING OR ACCESSING THE SITE, YOU ACKNOWLEDGE AND ACCEPT THAT SUBMITTING YOUR TELEPHONE NUMBER TO THE COMPANY VIA THE SITE CONSTITUTES AN INQUIRY, AND THAT THE COMPANY MAY CONTACT YOU AT THE NUMBER SUBMITTED EVEN IF SUCH NUMBER APPEARS ON ANY STATE OR FEDERAL DO NOT CALL LISTS (TAKING INTO ACCOUNT INQUIRY EXCEPTION TIME FRAMES AS APPROPRIATE).

18. Acknowledgement. BY USING OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

Updated April 19, 2012

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EXHIBIT 9

EXHIBIT 9

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Create your account here

*Required fields are indicated by **

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Confirm Email Address *

We respect your [privacy](#)

Password *

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Complete Will: Interview

PROGRESS 0%

Who is this Will being created for?

For example: Elizabeth J. Parker, Sacramento, California.

Name:

City:

State: ▼

Save this information in my account profile

Continue

Save for later

Help

Standard Will

A Will is a document under which a Will writer states his or her intentions regarding the persons or organizations ("Beneficiaries") who will receive the Will writer's property, and the person or organization ("Executor") who will carry out the Will writer's wishes.

This Will is appropriate for a wide variety of individuals. It contains provisions for people who are married or single and will allow you to provide for your children, if any, of any age.

If the Will writer's estate is expected to be larger than the federal applicable exclusion amount (\$5,120,000), it may be desirable to use more complete estate planning techniques that are not provided by this document. For such cases, this Will can be used to prepare

Complete Will: Draft Update preview

Page 1 of 11



CHAT WITH US

(877) 881-0947

Call us Monday-Friday 6am-6pm PT

Email us

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EXHIBIT 10

EXHIBIT 10

Registration

Required fields indicated by *

[Already have an account?](#)

Name

First Name: *

Last Name: *

Email Address / Password

Email Address: *

This will be used as your Username to access your account. We respect your [Privacy](#).

Confirm Email: *

Password: *

Remember me on this computer.

By continuing, I confirm that I have read and understand the [Terms & Conditions](#) and [Privacy Policy](#).

[Continue](#)


Free **Personal Legal Documents** for download:

- Last Will and Testament
- Living Will
- Healthcare Directive
- Power of Attorney
- Real Estate Lease
- Auto Bill of Sale

Free **Business Legal Documents** for download:

- Nondisclosure Agreement
- Independent Contractor Agreement
- Promissory Notes
- Equipment Lease

Questionnaire: Last Will and Testament

Progress 

2%

Who is making this Last Will?

First Name

Last Name

[Continue](#) ▶

Help

Please note that we do not prepare joint wills. A joint will is where two people, such as a husband and wife, share the same will.

My Last Will and Testament

This is a draft of your legal document. [Refresh](#) to see your latest answers.

Section 1 of 4 ▶

THE LAST WILL AND TESTAMENT OF

DECLARATION

I, _____, a resident of the state of _____; and being of sound mind and memory, do hereby make, publish, and declare this to be my last will and testament, thereby revoking and making null and void any and all other last will and testaments and/or codicils to last will and testaments heretofore made by me. All references herein to "**this Will**" refer only to this last will and testament.

EXHIBIT 11

EXHIBIT 11

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LegalZoom close to filing for IPO: sources

Wed, Feb 29 2012

By [Alistair Barr](#)

SAN FRANCISCO (Reuters) - LegalZoom.com Inc, the largest online legal document service in the United States, is close to filing for an initial public offering, according to two sources familiar with the company's plans.

LegalZoom has been picking underwriters for its IPO and hopes to file offering documents with the Securities and Exchange Commission in coming weeks, the sources said. They did not want to be identified because the company's plans are private.

A LegalZoom spokeswoman declined to comment.

LegalZoom was started in 2001 to help people draw up legal documents such as wills, incorporations and trademarks without lawyers and the fees that come with such advice.

The business, which has served more than 1 million customers, is profitable, but growth is relatively slow.

LegalZoom launched a new business last year that connects people with attorneys for advice and charges a monthly fee.

While the company has been around for more than a decade, investment in this niche of the legal industry has increased recently.

Rocket Lawyer, a LegalZoom competitor, said in August it raised \$18.5 million from venture capital firms, including August Capital and Google Ventures, part of Google Inc (GOOG.O: [Quote](#), [Profile](#), [Research](#), [Stock Buzz](#)).

Rocket Lawyer said in August it was the fastest-growing online legal service, with visits to the company's website up more than 100 percent year over year. Rocket Lawyer also offers access to attorneys for a monthly fee.

LegalZoom raised \$66 million last year from venture capital firms Kleiner Perkins Caufield & Byers and Institutional Venture Partners.

LegalZoom co-founder Robert Shapiro is famous for being part of O.J. Simpson's legal defense team. He worked on the case with Robert Kardashian, the late father of celebrity Kim Kardashian.

Shapiro helped start online subscription website ShoeDazzle with Kim Kardashian and Brian Lee, who was also a co-founder of LegalZoom. ShoeDazzle raised \$40 million last year from venture capital firms, including Andreessen Horowitz.

(Reporting By Alistair Barr; editing by Mark Porter and Andre Grenon)

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EXHIBIT 12

EXHIBIT 12

Use these links to rapidly review the document

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As filed with the Securities and Exchange Commission on May 10, 2012

Registration No. 333-

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
Under
The Securities Act of 1933

LegalZoom.com, Inc.

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

7370

(Primary Standard Industrial
Classification Code Number)

95-4752856

(I.R.S. Employer
Identification Number)

**101 North Brand Boulevard, 11th Floor
Glendale, California 91203
(323) 962-8600**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

John Suh

**Chief Executive Officer
LegalZoom.com, Inc.**

**101 North Brand Boulevard, 11th Floor
Glendale, California 91203
(323) 962-8600**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Please send copies of all communications to:

**C. Thomas Hopkins, Esq.
Louis P.A. Lehot, Esq.**

Sheppard, Mullin, Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, California 90067
(310) 228-3735

Fred Krupica

**Chief Financial Officer
Chas Rampenthal, Esq.**

**General Counsel and Secretary
LegalZoom.com, Inc.**

101 North Brand Boulevard, 11th Floor
Glendale, California 91203
(323) 962-8600

Steven B. Stokdyk, Esq.

Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, California 90071
(213) 485-1234

Approximate date of commencement of the proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

EXHIBIT 12 -44-

BUSINESS

We believe that everyone deserves access to quality legal services so they can benefit from the full protection of the law. Our mission is to be the trusted destination where small businesses and consumers address their important legal needs and to be our customers' legal partner for life.

Overview

LegalZoom is the leading online provider of services that meet the legal needs of small businesses and consumers in the United States. We believe that we are transforming the small business and consumer legal services market by leveraging the power of technology and people. Our online legal platform enables us to deliver services at scale with a compelling combination of quality, customer care and value. Our services include a portfolio of interactive legal documents that are personalized by our customers through our dynamic online processes, as well as subscription legal plans and registered agent services.

We developed our easy-to-use, online legal platform to make the law more accessible to small businesses and consumers. Our scalable technology platform enables the efficient creation of personalized legal documents, automates our supply chain and fulfillment workflow management, and provides customer analytics to help us improve our services. For small businesses and consumers who want legal advice, we offer subscription legal plans that connect our customers with experienced attorneys who participate in our legal plan network.

We have served approximately two million customers over the last 10 years. In 2011, nine out of ten of our surveyed customers said they would recommend LegalZoom to their friends and family, our customers placed approximately 490,000 orders and more than 20 percent of new California limited liability companies were formed using our online legal platform. We believe the volume of transactions processed through our online legal platform creates a scale advantage that deepens our knowledge and enables us to improve the quality and depth of the services we provide to our customers.

The Small Business and Consumer Legal Services Market

The Law Provides Numerous Benefits and Protections

The law provides numerous benefits and protections to businesses and consumers. Businesses use patents and trademarks to protect their intellectual property and help them achieve the full potential of their ideas and innovations. Entrepreneurs incorporate their businesses to shield personal assets, limit liabilities and help raise capital. Consumers use wills, trusts and other estate planning tools to ensure their assets are distributed according to their wishes, to minimize tax liabilities and to avoid or limit probate process and expenses. The law also provides a framework for resolving disputes and navigating life's challenges, including bankruptcy and divorce.

Significant Legal Services Market for Small Businesses and Consumers

According to the U.S. Census Bureau, in 2009, there were approximately 26 million small businesses with fewer than ten employees. We estimate that in 2010, approximately two million new businesses were formed in the United States. According to the U.S. Bureau of Economic Analysis, legal services in the United States in 2010 represented a \$266 billion market. We estimate that in 2011 approximately \$97 billion of legal services were provided to small businesses and consumers, based on a study conducted on our behalf by L.E.K. Consulting LLC.

Small Businesses and Consumers Have Many Unmet Legal Needs

Despite the enormous amount spent on legal services, we believe that small businesses and consumers have not been adequately served by the options traditionally available to them. Every year, small businesses enter into legal contracts and become entangled in disputes, many of which require legal services to address. Consumers experience important life events that affect their families, including the

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birth of a child, marriage, divorce and death, all of which can also give rise to diverse needs for legal services.

Making the right choices with respect to legal matters can be difficult, especially for those with limited time and resources. The U.S. legal system consists of overlapping jurisdictions at the city, county, state and federal levels, each of which has its own evolving laws and regulations. Businesses may be subject to additional laws, regulations and legal issues applying specifically to the industries in which they operate. In addition, the policies and procedures associated with the creation, filing and certification of legal documents are often arcane and confusing.

When in need of legal help, small businesses and consumers lack an efficient and reliable way to find high quality, trustworthy attorneys with the appropriate experience to navigate this complex legal system and handle their specific needs. Small businesses and consumers often do not understand their legal needs or know where to start looking for an attorney. Some are wary of attorneys in general, and others may have heard from friends or family about negative experiences with attorneys or the legal system.

The high and unpredictable cost of traditional legal services also presents challenges for many small businesses and consumers. In 2011, the average billing rate for small and midsize law firms was \$318 per hour, according to ALM's 2012 Survey of Billing and Practices for Small and Midsize Law Firms. Attorneys are frequently unable to predict the time required to address a client's legal matter, sometimes billing thousands of dollars to research a legal issue they have not previously encountered. This can be particularly true of generalist attorneys that offer many disparate legal services to members of their local communities. Unlike attorneys at large global law firms or specialty boutiques who handle high volumes of similar matters and develop expertise in specific domains, generalists can find it difficult to efficiently address a client's particular legal issue due to their lack of specialized expertise. Due to the high and unpredictable costs of traditional legal services, many small businesses and consumers limit their use of attorneys and instead often attempt to resolve legal issues without assistance.

As a result of these factors, many small businesses and consumers often are unsure of or dissatisfied with the legal services available to them, and many either elect not to seek help or take no action to address their important legal needs.

Most Online Legal Services Fail to Address the Needs of Small Businesses and Consumers

The use of technology and the Internet to address the inefficiencies in the small business and consumer legal services market has been limited to date. Available online services include distribution of standardized legal forms that are generally incapable of meeting the specific needs of a particular small business or consumer. Many legal form distributors do not provide tools for customers to make informed decisions or connect with experienced attorneys. While many solo attorneys and small law firms maintain their own websites, and other websites aggregate attorney listings or feature attorney advertisements, these attorney and firm websites, online directories, and online advertisements generally do little to assure that small businesses and consumers receive the quality, customer care and value they deserve.

Our Opportunity

We founded LegalZoom with a vision of combining the power of online technology with deep legal experience to create a scalable online legal platform that would fundamentally transform the way legal services are delivered to small businesses and consumers. We believe we are uniquely positioned to continue transforming the small business and consumer legal services market through the use of technology. Furthermore, there is a significant opportunity to expand the legal services market by making

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the benefits and protection of the law more accessible to small businesses and consumers. We are taking advantage of this opportunity by providing the following benefits to our customers:

- **Quality.** Our deep legal knowledge, portfolio of interactive legal documents and subscription legal plans enable us to provide quality services designed to meet the specific needs of our customers.
- **Customer Care.** We provide all of our customers with end-to-end support and strive to deliver an exceptional customer experience. We guarantee customer satisfaction, and if our customers are not satisfied with our services for any reason, we will attempt to correct the situation, or provide a refund or credit.
- **Value.** We believe that fixed, transparent pricing offers superior value compared to traditional hourly billing.

Our Strengths

Our key strengths include:

- **Leading Brand.** We are the leading, nationally recognized legal brand for small businesses and consumers in the United States, with 60% aided brand awareness based on a survey we conducted using United Sample, Inc. in January 2012. We believe that we are redefining the small business and consumer legal services market and that the strength of our brand is enabling us to expand this market.
- **Deep Legal Knowledge.** We have a deep understanding of the legal needs of small businesses and consumers based on over 10 years of experience serving our customers.
 - **Extensive Legal Experience.** We leverage our legal knowledge and team of experienced, in-house attorneys, often in consultation with outside attorneys from across the United States, to design, review and maintain our services. We update and enhance our interactive legal documents based on changes in the law at the federal, state, county and local levels, review by our in-house and external attorneys, feedback from government agencies like secretary of state offices and county clerks, court rule changes and customer feedback. For customers who want legal advice, our legal plans offer access to a variety of experienced attorneys licensed in their jurisdiction to address their specific legal needs.
 - **Powerful Scale Advantage.** In 2011, our customers placed approximately 490,000 orders. As of December 31, 2011, we had approximately 228,000 subscribers in our legal plans and other subscription services. The high volume of transactions we handle and feedback we receive from customers and government agencies at the federal, state and local levels give us a scale advantage that deepens our knowledge and enables us to further develop additional services to address our customers' needs and refine our business processes.
- **Exceptional Customer Experience.** Customer care is central to our culture and we are highly focused on providing exceptional customer experiences.
 - **Ease of Use.** Our online legal platform was designed to be easy for our customers to navigate and use. Our customers have access to live customer care representatives, and subscribers to our legal plans may consult with an experienced attorney licensed in their jurisdiction. We actively monitor our service levels, fulfillment speed and quality to maintain the highest level of customer care.
 - **High Customer Satisfaction.** In 2011, our net promoter score, or NPS, was 65% based on a survey of our customers, which places us at the upper end of customer satisfaction

ratings, comparable to Amazon.com, the highest rated Internet company with a score of 76%, and Apple, the highest rated hardware company with a score of 71%, according to the Satmetrix 2012 Net Promoter Benchmark Study. NPS is a commonly used metric to gauge customer satisfaction and is calculated based on customer responses to the question, "How likely are you to recommend a particular service or company to your friends or family?" The percentage of "detractors," or customers who respond with a rating of 6 or less, is subtracted from the percentage of "promoters," or customers who respond with a 9 or 10, to yield NPS. Attorneys in our legal plan network have NPS averaging 65%, based on our survey of customers who have used our legal plan. This is more than ten times higher than attorneys outside our legal plan network, who yielded NPS averaging 4%, according to surveys we conducted through United Sample, Inc. in January and April 2012. If a customer is not completely satisfied with our services for any reason, we will attempt to correct the situation, or provide a refund or credit.

- **Advanced Systems and Processes.** We have developed advanced systems and processes to efficiently deliver services at scale that meet the specific needs of our customers.
 - **Scalable Technology Platform.** Over the past decade, we have invested extensively in developing our scalable technology platform. Our technology allows us to efficiently serve thousands of small businesses and consumers every day.
 - **Integrated Workflow Management.** Our integrated workflow management consists of our online questionnaires, document automation and customer relationship management, supply chain and fulfillment systems. Our integrated workflow management systems enable us to deliver efficient, personalized services at scale to our customers. Additionally, our systems allow us to seamlessly connect our customers with an experienced attorney participating in our legal plan network. Our supply chain and fulfillment systems integrate external and internal technologies, enabling intelligent workflow management while increasing processing speed and efficiency.
- **Accessible Services.** We provide our customers access to our online legal platform, fixed, transparent pricing and legal plans to address their specific legal needs. Our online legal platform allows customers to access our services from their home, office or anywhere they have an Internet connection. Our fixed, transparent pricing is often more affordable when compared to traditional hourly billing. For example, we offer a basic will to consumers for as low as \$69, and we offer basic corporate formation services to consumers looking to form a business for as low as \$99 plus government filing fees. Our subscription legal plans allow our customers to avoid the often difficult process of finding and meeting with an attorney.

Our Strategy

The key elements of our strategy include:

- **Expand and Improve Our Services.** We have been providing interactive legal document services for over 10 years, and we plan to expand and improve the services we offer our customers to better address their legal needs and deepen our relationships with them. We have a quality program led by a team of experienced in-house attorneys that leverages the professional knowledge of attorneys across the United States to review, assess, maintain and improve our interactive legal documents. In 2011, we implemented self-scheduling and ratings review systems for legal plan subscribers as well as a legal knowledge base to share information and best practices for attorneys who participate in our legal plan network. We also recently opened a research and development center in San Francisco to further focus on enhancing our existing services, accessing new markets and developing new services.

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- **Leverage and Grow Our Subscription Legal Plans.** We intend to offer our subscription legal plans to a wider group of customers by making them available in additional states, bundling them with more of our services, and offering them on a standalone basis. We plan to invest in marketing campaigns to promote our subscription legal plans. Our aim is to reach a broader group of customers through our legal plans, including those who are unsure of their legal needs or who want the added comfort of speaking with an attorney.
- **Expand Internationally.** We plan to replicate our U.S. model abroad in the near term, as we believe that our online legal platform represents a compelling value proposition to small businesses and consumers globally. We plan to partner with legal services providers outside of the United States to expand our operations internationally. We believe that the strength of our brand, focus on customer care, deep understanding of the legal needs of small businesses and consumers, and scalable technology will help us successfully enter markets outside of the United States.
- **Continue to Build a Trusted Brand and Drive Awareness of Our Services.** We will continue to build a trusted brand by delivering a compelling combination of quality, customer care and value. We plan to enhance our marketing activities to build our brand and increase awareness of our services. We plan to continue to make significant investments in marketing campaigns, including through online, television and radio advertising to enhance our ability to acquire new customers and increase customer retention.

Our Services

Through our online legal platform, we offer a variety of services to meet the specific needs of small businesses and consumers. We have built our services seeking to be each customer's legal partner for life.

Interactive Legal Documents

We offer a broad portfolio of interactive legal documents that our customers can tailor to their specific needs through our dynamic online processes and scalable technology. Our interactive legal documents are designed for use, as appropriate, at the federal level as well as in all 50 states, the District of Columbia and approximately 2,900 U.S. counties. Our interactive legal documents are created by our customers via an easy three-step process. First, our customers complete an online questionnaire that uses conditional, rules-based logic to personalize questions based on earlier responses. Customer responses to the questionnaires often prompt our systems to automatically offer additional complementary services to our customers, such as Employer Identification Number obtainment and registered agent services for our small business customers. Second, we check customer responses for spelling, grammar and completeness. After our review is completed, our proprietary LegalZip software generates a final document tailored, as applicable, to the appropriate federal, state, or local jurisdiction. Last, we complete the services by printing and shipping the final document and further instructions to our customer. If applicable, we also handle any filing of the customer's completed documents with the appropriate government agency. Our system automatically notifies customers of the status of their order as the documents progress through the workflow cycle, including confirmation of filing with government agencies.

Our primary interactive legal document services include the following:

<u>Small Business Services</u>	<u>Consumer Services</u>
LLC Formation	Last Will and Testament
Incorporation	Power of Attorney
Trademark	Living Will
DBA/Fictitious Business Name	Living Trust
Copyright	Uncontested Divorce
Non-Profit Corporation	Name Change
Provisional Application for Patent	

Subscription Legal Plans

For small businesses and consumers who want legal advice, we offer legal plans that connect subscribers with experienced attorneys licensed in their jurisdiction to address their specific legal needs. Most of the attorneys who participate in our legal plan network practice at small law firms. We pay the participating independent law firms in our legal plan network a monthly fee per paid customer subscription to provide attorney consultations to our customers. We typically enter into one-year contractual agreements with law firms participating in our legal plan network, with the option to renew for successive one-year periods. In order to be considered for participation in our legal plan network, independent attorneys must satisfy certain quality standards established by us and be highly focused on customer care. We regularly assess our customers' satisfaction with the attorneys who participate in our legal plan network and remove attorneys that fail to satisfy our customers. Our small business and consumer subscription legal plans are currently available in 40 states and the District of Columbia.

Subscription to a legal plan provides the following benefits to our customers:

- Free attorney consultations of up to 30 minutes on new legal matters;
- Review of LegalZoom interactive legal documents and other legal documents up to 10 pages in length;
- Discounts on other LegalZoom services;
- 25% discount on additional services provided by legal plan network attorneys;
- Annual estate planning check-up (for consumer legal plans);
- Revisions and electronic storage of applicable LegalZoom estate planning documents; and
- Unlimited access to our forms library.

Our small business legal plans are currently priced at \$29.99 per month and our consumer legal plans are currently priced at \$14.99 per month.

Subscription Registered Agent Services

Business entities are often required by state law to appoint and maintain a registered agent in their state of formation to receive service of process and official government communications. For our business formation customers, we offer subscriptions currently priced at \$159 per year.

Other Services

We offer other services to our customers, including unlimited access to our forms library, electronic storage of applicable LegalZoom documents and document revisions. We also introduce our customers to relevant services and products through our relationships with leading credit card companies, commercial banks and other companies serving our customer base.

Our Technology

We have developed technology that enables us to efficiently process thousands of daily orders, as well as facilitate interactions between our customers and the attorneys who participate in our legal plan network.

The key components of our technology include:

- ***Dynamic Online Questionnaire.*** Our interactive legal documents are generated by our customers through our dynamic online processes. Our customers complete a comprehensive, branching questionnaire that uses conditional, rules-based logic to personalize questions each based on earlier responses.

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- **Document Automation.** Our technology includes complex automation systems that utilize customer responses to generate a document based on specific customer input.
- **Customer Relationship Management.** Our technology integrates and manages e-mail and telephone customer notifications and enables customers to remain informed about order status. For example, we automatically notify our customers about the status of their order as interactive legal documents move through our workflow and when we receive confirmation of filing with government agencies.
- **Supply Chain and Fulfillment.** Our supply chain and fulfillment systems integrate external and internal technologies, enabling intelligent workflow management between our locations, while increasing processing speed and efficiency.
- **Infrastructure.** Our website is hosted on hardware and software co-located at a third-party facility in Los Angeles, California. We currently have a data center located in a third-party facility in Seattle, Washington that could power the limited operation of our website in case of disaster. Within the next year, we plan to relocate this disaster recovery site to Austin, Texas and will increase its scope to cover the website and fulfillment systems. We have designed our websites to be highly available, secure and cost-effective using a variety of proprietary software and freely available and commercially supported tools. We can scale to accommodate increasing numbers of customers by adding relatively inexpensive industry-standard hardware. We use encryption technologies and certificates for secure transmission of personal information between our customers and our website. Maintaining the integrity and security of our websites is critical and we have a dedicated security team that promotes industry best practices and drives compliance with data security standards.

We devote a substantial portion of our resources to developing new technologies and features and improving our technologies. As of December 31, 2011, we employed approximately 60 engineers, developers, project managers and support technicians who focus on the design and development of new features and products, as well as the development and maintenance of our websites, network infrastructure and internal operations systems. Additionally, we engage with third parties for additional development support as needed.

Customer Care

Customer care is central to our culture and we are highly focused on providing exceptional customer experiences. All of our employees are trained to focus on our customers and deliver quality customer service. Our customers have access to live customer care representatives and subscribers to legal plans may consult an experienced attorney. As of December 31, 2011, we had 98 customer care representatives located in the United States and 60 attorneys who participate in our legal plan network. As part of our customer relationship management, our customer care representatives proactively contact our customers by phone and email to resolve any issues that may arise during the order fulfillment process as soon as possible in order to timely fulfill an order. Customer satisfaction is a key component of our value proposition. We offer our customers a satisfaction guarantee for our interactive legal document services. If a customer is not completely satisfied with our services for any reason, we will attempt to correct the situation, or provide a refund or credit. We actively monitor our service levels, fulfillment speed and quality to maintain the highest level of customer care, including the NPS scores of our services and of attorneys who participate in our legal plan network.

Sales and Marketing

Our key marketing efforts include:

- **Customer Acquisition and Brand Marketing.** Our customer acquisition and brand marketing includes search engine marketing, television and radio advertising, search engine optimization, online display advertising, e-mail, affiliate marketing and outbound sales. We routinely monitor

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return on investment to optimize our customer acquisition and marketing initiatives. We have a long history of advertising on television and radio to drive traffic and enhance customer acquisition. For television, we plan our campaigns at the network, creative and programming level by analyzing data from our past campaigns. For radio, we have successfully used exclusive radio endorsements featuring prominent radio personalities. In addition, we use remarketing efforts such as online retargeting and shopping cart abandonment e-mail campaigns. All of our marketing leverages the brand we have developed from customer referrals and our public relations efforts.

- **Conversion Marketing.** Our conversion marketing efforts are focused on converting website visitors to paying customers through optimization of our website user workflows, questionnaire, and navigation experience. We also test and continuously optimize the visual design, messaging and promotion offers to improve conversion. Outbound sales calls and trial offers of our legal plans have also proved to be effective ways for us to acquire new customers.
- **Retention Marketing.** Our retention marketing is focused on establishing and maintaining long-term relationships with our customers through personalized marketing of our services, including telephone outreach, e-mail marketing and continuous customer care.

Research and Development

We are making substantial investments in research and development to increase innovation and develop new services to meet our customers' legal needs. Our research and development efforts are focused on enhancing our existing services, accessing new markets and developing new services. In 2011, we opened a research and development center in San Francisco that has enhanced our ability to focus on developing new services. Our research and development team works closely with both our marketing and technology teams to evaluate and react to customer demand.

Competition

We face intense competition from law firms and solo attorneys, legal document providers (including online providers) and national legal plan providers. We expect such competition to continue to increase. In addition, the competitive landscape can shift rapidly as new companies enter markets in which we compete and existing companies broaden their offerings. This is particularly true for online services, where barriers to entry are lower.

Our primary competition comes from small law firms and solo attorneys. Many of our customers have in the past used law firms or solo attorneys to address their legal needs. Attorneys are generally able to provide direct legal advice that we cannot offer due to regulations regarding the unauthorized practice of law, and firms may develop a competing online legal service division. Our primary online competitors for our interactive legal documents services include BizFilings, RocketLawyer, and The Company Corporation. We compete in the registered agent services business primarily with CT Corporation and Corporation Services Company. Our primary competitors for our legal plans include Hyatt Legal Plans (a MetLife company), ARAG and LegalShield. Hyatt Legal Plans and ARAG primarily focus their marketing to larger employer groups, while LegalShield primarily focuses its marketing to individuals.

We believe competitive factors for our services include ease of use, breadth of offerings, brand name recognition, reputation, price, quality and customer service. To attract customers, some online competitors are offering free or low-priced entry-level services that may affect our pricing strategy.

Intellectual Property

Our success depends on our proprietary technology. We protect this proprietary technology by relying on a variety of intellectual property mechanisms including copyright, trade secret and trademark laws, and restrictions on disclosure and other methods. For example, we frequently file applications for copyrights, trademarks and service marks in order to protect our intellectual property. As of March 31, 2012, we have

EXHIBIT 13

EXHIBIT 13

8 investing mistakes you should avoid in 2012.

If you have a \$500,000 portfolio, download the guide by *Forbes* columnist and money manager Ken Fisher's firm. It's called "The Eight Biggest Mistakes Investors Make and How to Avoid Them." Even if you have something else in place right now, it *still* makes sense to request your guide! [Click Here to Download Your Guide!](#) FISHER INVESTMENTS*

THE WALL STREET JOURNAL.

WSJ.com

November 28, 2012, 5:27 PM ET

LegalZoom Gets in the Ring with Rocket Lawyer

By Jennifer Smith

Online legal documents company LegalZoom.com Inc. is suing one of its rivals [Google](#)-backed Rocket Lawyer Inc., over alleged violations of Federal Trade Commission guidelines and what it calls unfair business tactics "for the purpose of injuring LegalZoom."



"We think the claims are completely frivolous," Charley Moore, Rocket Lawyer's founder and Executive Chairman, said on Tuesday. "It's simply an attack on their fastest-growing competitor."

The lawsuit, filed last week in federal court in California, comes as Rocket Lawyer is poised to expand into the U.K.

LegalZoom declined to comment on the suit. A spokesman provided this statement: "The complaint seeks to stop Rocket Lawyer from misusing the term "free" in its advertisements and promotions. It is bad for consumers and bad for the industry. . . The FTC has guidelines around the term "free" and we believe RocketLawyer ignores them."

LegalZoom's suit says that Rocket Lawyer misleads customers by describing some services—such as incorporating a business—as "free" when users must still pay state filing fees or subscribe to a membership plan in order to access the service.

LegalZoom also accuses its rival of trademark infringement and unfair competition because, among other allegations, Rocket Lawyer allegedly registered internet domain names such as [www.legalzoomgadget.com](#) that it says are "confusingly similar" to the company's trademarks.

Both companies offer low-cost legal services for small business and consumers by providing legal documents for routine transactions and, increasingly, access to local attorneys through pre-paid legal service plans.

Founded 12 years ago, LegalZoom sells personalized legal documents—wills starting at \$69, trademark registrations for \$169, plus government filing fees—and has filed for an [IPO](#) with the SEC that could raise as much as \$120 million. Over the years it has itself been the subject of lawsuits, mainly ones accusing the company of the unauthorized practice of law.

LegalZoom also now offers prepaid legal plans for small businesses and consumers.

Rocket Lawyer opened up shop in 2008 with a slightly different model: give customers the forms for free and then offer additional legal guidance via pre-paid legal plans that cost anywhere from \$9.99 to \$39.95 per month.

“It’s only because of Rocket Lawyer’s growth that it [LegalZoom] is relying on litigation rather than innovation to compete,” said Mr. Moore.

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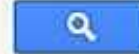
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EXHIBIT 14



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EXHIBIT 15

EXHIBIT 15

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ONLINE REVIEWS

BUSINESS Solutions

- Doing Business As
- Incorporation
- LLC
- Copyright
- Trademark
- Patent

FAMILY Solutions

- Last Will and Testament
- Living Will
- Name Change
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BY Category

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Resources

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Reviewing Legal Services Online



We are proud to state only the best online legal service providers are reviewed here.

Legal Site Reviews and Legal Discussions

What does Legalspring do? We offer **reviews of companies that provide online legal services like incorporation**, forming an LLC, getting your last will and testament, or getting a divorce. There are so many more that we can't begin to mention them all here, but you can find a good list of [legal services and sites here](#).

- [Incorporation Formation](#) - 7 providers reviewed
- [LLC Formation](#) - 7 providers reviewed
- [DBA Formation](#) - 1 provider reviewed

Incorporation and LLC Provider Reviews

You can read customer reviews of these major online Incorporation providers:

- [LegalZoom](#) - Avg. Review: 4.72
- [IncorporateFast](#) - Avg. Review: 4.50
- [The Company Corporation](#) - Avg. Review: 5.00
- [MyCorporation.com](#) - Avg. Review: 3.00
- [BizFilings](#) - Avg. Review: 2.50

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California Incorporation Guide

[California Incorporation](#)

Read all about forming a business in California. Includes such topics as:

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- [Cost to Incorporate a California Corporation](#)
- [The Difference between a California LLC, DBA and Corporation](#)

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- [Arkansas Limited Liability Company - LLC](#)
- [CA Limited Liability Company - LLC](#)
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Legal Spring Comments: ... web site, and their incorporation questionnaire is just one long page, but it's simple and straightforward. [... more ...](#)

Legalfilings.com

Avg Review Score: 2.00

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Legal Spring Comments: ... here, but you can't beat the price!

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If you know of a company not listed here that provides Incorporation, please let us know by sending a message to our [content division](#).

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Site URL: [Visit LegalZoom Now](#)
Average Product Score: 4.1 out of 5
Number of Reviews: 97 ([Click Here to read LegalZoom reviews now](#))

Expert Review



What kind of experience will you have with LegalZoom.com?

(If you want to skip my review, [Click Here to read LegalZoom Customer Reviews Now](#))

Chances are, if you're reading this, that you are thinking about using [LegalZoom.com](#) soon. And the most pressing question you probably have is this: Can I trust LegalZoom? Are they good? Are they reputable?

Well, I definitely have an opinion on that!

So, to tell you about the kind of experience **YOU** can expect with Legal Zoom, let me first tell you about my own LegalZoom experience.

I (personally) have formed several incorporations through Legal Zoom. Plus, my mother, and my mother-in-law, and my uncle, have all created their Wills through LegalZoom.

I've been running this review site for many years, so you could say I am the foremost expert on LegalZoom.com and their service.

With that being said... I recommend Legal Zoom without hesitation to all of my friends and family.

LegalZoom is my number one online legal choice - hands down - no competition.

Case in point:

The biggest attorney I know charges his customers \$1,500 for a corporation. Then he goes to Legal Zoom and fills out the forms for \$129. Legal Zoom sends him the package, and he puts his letterhead in it, and forwards it to the customer. He uses LegalZoom because they're reliable, and they present a professional package.

LegalZoom periodically sends me updates for this list, so it's always changing:

- They have a team of 51 people that are dedicated to customer service, which is open from 7:00am to 6:00pm
- They have over 250 people processing paperwork for their customers
- They have formed over 150,000 Incorporations and LLC's
- They claim to do more Last Will and Testament documents than anyone else in the world
- In one month, Legal Zoom registers more trademarks than the next largest competitor does in a whole year!!
- They're constantly rolling out new legal products like Real Estate Leases, Non-Profit Incorporations, and Design Patents

Scroll below to read customer reviews of Legal Zoom services. [Click Here to Learn More About LegalZoom:](#)

[LEARN MORE](#)

LegalZoom Products

- [Business - Incorporation](#)
- [Business - LLC](#)
- [Business - Copyright](#)
- [Business - DBAs Business Names](#)

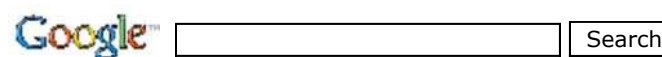


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Incorporation
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FAMILY Solutions

Last Will and Testament
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Name Change
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Get Your Last Will Online Today

Having your Last Will gives you peace of mind. Do not avoid getting one of the most important legal documents you could ever own.



Your Last Will is the most important document you could own for estate planning purposes.

Millions of dollars in personal assets are tied up every year in government processes as loved ones suffer on the side lines. Don't put your family in this position. Make sure you empower them with your assets if you should ever pass away.

If anything should ever happen to you - your monetary and physical assets get redistributed by the government, on thier time! Protect yourself and your family by acquiring this simple estate planning document today. Your Last Will will takes minutes to prepare and give you a life time of security.

Sites that offer Last Wills

LegalZoom

Avg Review Score: 4.00

[Click Here to go to LegalZoom](#)

[Click Here to read LegalZoom customer reviews](#)

Legal Spring Comments: ... all created their Wills through LegalZoom.

I've been running this review site for many years, so you [... more ...](#)

U.S. Legal Forms

Avg Review Score: 4.00

[Click Here to go to U.S. Legal Forms](#)

[Click Here to read U.S. Legal Forms customer reviews](#)

Legal Spring Comments: ...

"Thank you for your efforts to assist me. Unfortunately, I think I am so very lost in the area of Leases [... more ...](#)

If you know of a company not listed here that provides Last Will, please let us know by sending a message to our [content division](#).

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Best Last Will and Testament Service of 2011:

LegalZoom



Partners Accept



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- Trademark
- Patent

FAMILY Solutions

- Last Will and Testament
- Living Will
- Name Change
- Prenuptial

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- Forms and Contracts

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Home / Business / LLC

LLC Consumer Reviews - Learn more about online LLC formation services

Read reviews about LLC services below, entered by people that have actually formed their LLC online. You will also learn more about the companies that will help you get your LLC.

LLC formation can be safely and easily performed by an online company. There are many companies now that will form your LLC for a fraction of the price that a lawyer would charge you. But, that's also the problem! There are so many companies, how do you know which one is reputable, which one is for you? You're probably trying to decide between literally 15-20 online LLC services.

Read our reviews, and customer ratings about each of the companies that can form your LLC below.

Click on these links If you're interested in [forming an Incorporation](#) or [DBA \(doing business as\)](#).

[LEARN MORE](#)

[Click Here](#) to read more about the benefits of a LLC vs. Incorporation.

Click Here To Watch a Video About Forming an LLC in 15 Minutes With LegalZoom

Sites that offer LLC's

LegalZoom Avg Review Score: 4.00
[Click Here to go to LegalZoom](#)
[Click Here to read LegalZoom customer reviews](#)
Legal Spring Comments: ... over 250 people processing paperwork for their customers
 • They have formed over 150,000 Incorporations and ... more ...

MyCorporation.com Avg Review Score: 4.00
[Click Here to go to MyCorporation.com](#)
[Click Here to read MyCorporation.com customer reviews](#)
Legal Spring Comments: ... is owned by Intuit, the makers of TurboTax and QuickBooks software. So you know they can do good ... more ...

The Company Corporation Avg Review Score: 2.00
[Click Here to go to The Company Corporation](#)
[Click Here to read The Company Corporation customer reviews](#)
Legal Spring Comments: ... Review
All About The Company Corporation (Corporate.com)
 (... more ...)

BizFilings Avg Review Score: 3.00
[Click Here to go to BizFilings](#)
[Click Here to read BizFilings customer reviews](#)
Legal Spring Comments: ... offices around the country.
 They have partnered with such large companies as Office Depot,



Best LLC Service of 2011:
LegalZoom
 ★★★★★



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Intuit, and Yahoo! [... more ...](#)

IncorporateFast

Avg Review Score: 3.00

[Click Here to go to IncorporateFast](#)

[Click Here to read IncorporateFast customer reviews](#)

Legal Spring Comments: ... BBB Online program.

The IncorporateFast home offices are located in Los Angeles, but they form Incorporations [... more ...](#)

CorpCreations

Avg Review Score: 5.00

[Click Here to go to CorpCreations](#)

[Click Here to read CorpCreations customer reviews](#)

Legal Spring Comments: ... and offer a price-match guarantee - good for 30 days after your incorporation has been filed.

If you have [... more ...](#)

Legalfilings.com

Avg Review Score: 2.00

[Click Here to go to Legalfilings.com](#)

[Click Here to read Legalfilings.com customer reviews](#)

Legal Spring Comments: ... over 7,000 companies. This is a small number compared to some of the other sites mentioned here, but you can't [... more ...](#)

If you know of a company not listed here that provides LLC, please let us know by sending a message to our [content division](#).

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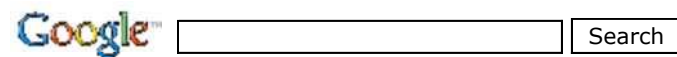


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Living Will
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Put the Power of Life in the Hands of those You Trust with a Living Will Today

Don't let doctors decide how long you will live under medical conditions. Empower yourself and your family with rights to option for life sustaining practices - only when you or your loved ones think you need it. This can only be done with a Living Will.

If you would like to set your own guidelines for life sustaining medical procedures in the event that you are rendered incapable of expressing yourself, getting a Living Will is a really smart thing to do.

Sites that offer [Living Wills](#)

[LegalZoom](#)

Avg Review Score: 4.00

[Click Here to go to LegalZoom](#)

[Click Here to read LegalZoom customer reviews](#)

Legal Spring Comments: ... like Real Estate Leases, Non-Profit Incorporations, and Design Patents

Scroll [... more ...](#)

If you know of a company not listed here that provides [Living Will](#), please let us know by sending a message to our [content division](#).

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File Your Name Change Online. The price is low and lawyer free.

Ordering a Name Change on the web has become easier than ever. If you are getting a divorce or are just dissatisfied with your existing name, there are simple online services that help you get a legal Name Change at lawyer free prices.



- 1 Complete the simple Name Change Questionnaire
- 2 You submit it, we review it for accuracy
- 3 We file all forms and send you your legal documents

[learn more](#) 

A legal Name Change, or social security Name Change is a two step process. Your name is your legal identity. In the court's eyes, changing your name is really changing your legal identity.

If you want to change your name outside of marriage or adoption, you must petition the court. The court's role is to make sure you are changing your name for a valid reason.

The [Legalzoom](#) Name Change process is quick and easy. You fill out a simple questionnaire, and Legalzoom ensures that all questions will be answered to the court's satisfaction. Unlike do-it-yourself kits or forms, LegalZoom is a complete service - you can rest assured your documents will be prepared correctly.

Once the court approves your petition, you now have the necessary proof you have legally changed your name to update all of your vital records like a drivers license, passport, social security card, bank records or employment records.

To get a social security Name Change, you must first obtain a legal Name Change, and then send the paperwork to the social security office, to obtain a new card.

[LEARN MORE](#)

Sites that offer Name Changes

LegalZoom

Avg Review Score: 4.00

[Click Here to go to LegalZoom](#)

[Click Here to read LegalZoom customer reviews](#)

Legal Spring Comments: ... have formed several incorporations through Legal Zoom. Plus, my mother, and my mother-in-law, and my uncle, ... [more](#) ...

If you know of a company not listed here that provides Name Change, please let us know by sending a message to our [content division](#).

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Best Name Change Service of 2011:
LegalZoom
★★★★★

Partners Accept



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BUSINESS Solutions

- Doing Business As
- Incorporation
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- Copyright
- Trademark
- Patent

FAMILY Solutions

- Last Will and Testament
- Living Will
- Name Change
- Prenuptial

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Get Your Patent Online

It is not who thought of it first, it is who can prove they thought of it first.

Patents prove you are smart enough to register your innovations with the US government. They protect your hard work and ideas from would be hacks. See what one of our online Patent providers below can do for you today.

[LEARN MORE](#)

Legalzoom is the leader in online legal services. Their Patent services are above and beyond the level of satisfaction even we at LegalSpring have come to expect from them.

While we're very impressed with the feedback we've gotten, it's just getting to be old hat with this company... If you're thinking about obtaining a Patent for your invention, we recommend [Legalzoom](#) without reservation.

Sites that offer Patents

LegalZoom

Avg Review Score: 4.00

[Click Here to go to LegalZoom](#)

[Click Here to read LegalZoom customer reviews](#)

Legal Spring Comments: ... Review

What kind of experience will you have with LegalZoom.com?

(If you [... more ...](#))

If you know of a company not listed here that provides Patent, please let us know by sending a message to our [content division](#).



Best Patent Service of 2011:
LegalZoom
★★★★★

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Online Prenuptials are just a few clicks away.

BUSINESS Solutions

Prenuptial agreements state the terms of ownership of assets before and after a marriage occurs.

- Doing Business As
- Incorporation
- LLC
- Copyright
- Trademark
- Patent

There are more reasons to get a prenuptial agreement than ever before. Look into the services below and see what others are saying.

Sites that offer Prenuptials

LegalZoom

Avg Review Score: 4.00

[Click Here to go to LegalZoom](#)

[Click Here to read LegalZoom customer reviews](#)

Legal Spring Comments: ... align="right" src="images/legalzoom-logo.gif" border="0"> **Expert ... more ...**

FAMILY Solutions

- Last Will and Testament
- Living Will
- Name Change
- Prenuptial

If you know of a company not listed here that provides Prenuptial, please let us know by sending a message to our [content division](#).

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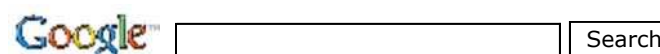


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Trademark

Do not let anyone abuse or copy your identity, or the names of your goods and services. Get a Trademark today to protect your company's intellectual property.



As many marketing professionals know, branding is an essential part to building a successful business identity. As an entrepreneur or business professional, it is important to protect your corporate name or the name of your goods and services with a Trademark. While getting a Trademark does not require an attorney, you must comply with all requirements from the trademark statute and rules, making it an exact and detail oriented process. That is why many knowledgeable professionals and savvy business owners turn to online services for their Trademark for a dependable, accurate and hassle-free solution.

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[Click Here](#) to read the rest of the article.

Sites that offer Trademarks

LegalZoom

Avg Review Score: 4.00

[Click Here to go to LegalZoom](#)

[Click Here to read LegalZoom customer reviews](#)

Legal Spring Comments: ... and LLC's

- They claim to do more Last Will and Testament documents than anyone else in the world
- In one ... more ...

MyCorporation.com

Avg Review Score: 4.00

[Click Here to go to MyCorporation.com](#)

[Click Here to read MyCorporation.com customer reviews](#)

Legal Spring Comments: ... of TurboTax and QuickBooks software. So you know they can do good things for small business...

If you have ... more ...

Allmark Trademark

Avg Review Score: n/a

[Click Here to go to Allmark Trademark](#)

[Click Here to read Allmark Trademark customer reviews](#)

Legal Spring Comments: ... package cost more money than several of the other options in this site, but they may also be more ... more ...

TrademarkMyName.com

Avg Review Score: 4.00

[Click Here to go to TrademarkMyName.com](#)

[Click Here to read TrademarkMyName.com customer reviews](#)

Legal Spring Comments: ... around? What quality is their work? If you have experience with this company, please enter a review and share it ... more ...

The Trademark Company

Avg Review Score: n/a

[Click Here to go to The Trademark Company](#)

[Click Here to read The Trademark Company customer reviews](#)

Legal Spring Comments: ... LLC that focuses on trademark related products. If you have experience with this company, please enter a ... more ...

Trademarks, Etc.

Avg Review Score: n/a



Best Trademark Service of 2011:
LegalZoom



Partners Accept



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Quick and Easy
Trademark Registration

[Click Here to go to Trademarks, Etc.](#)

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Legal Spring Comments: ... Etc. is a targeted trademark process. Their web site is easy to follow. They actually provide a phone number [... more ...](#)

If you know of a company not listed here that provides Trademark, please let us know by sending a message to our [content division](#).

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"Should I form an Incorporation or an LLC?" Find out at LegalSpring.com

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Get Your Copyright

On this web page we provide information about easy-to-use online services you can use to file your Copyright.



Copyrights

Writers, musicians and artists can register their work with the federal government by applying for a Copyright online.

If you have created original works such as articles, books, songs or photographs - applying for a Copyright is essential to protecting your financial and mental well being.

LEARN MORE

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Sites that offer Copyrights

LegalZoom

Avg Review Score: 4.00

Click Here to go to LegalZoom

Click Here to read LegalZoom customer reviews

Legal Spring Comments: ... 250 people processing paperwork for their customers
• They have formed over 150,000 Incorporations and ... more ...

Copyright Assistant

Avg Review Score: 1.00

Click Here to go to Copyright Assistant

Click Here to read Copyright Assistant customer reviews

Legal Spring Comments: ... which you're supposed to print and send in yourself. Not much is known about Copyright Assistant, if you have ... more ...

If you know of a company not listed here that provides Copyright, please let us know by sending a message to our content division.

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Best Copyright Service of 2005: LegalZoom

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Incorporation Reviews - Learn more about Incorporation services

Read reviews about Incorporation services below, entered by people that have actually formed their Incorporation online. You will also learn more about the companies that will help you get your Incorporation.



If you're just starting a new business, you're probably investigating companies to form your Incorporation. The good news is that it's never been easier to form your Incorporation safely and easily online. The bad news is that there are so many providers to choose from! You're probably trying to decide between literally 15-20 online Incorporation services.

Read our reviews, and customer ratings about each of the companies that can form your Incorporation below.

Click on these links if you're interested in [forming an LLC](#) or [DBA \(doing business as\)](#).

[LEARN MORE](#)

Sites that offer Incorporations

LegalZoom Avg Review Score: 4.00

[Click Here to go to LegalZoom](#)
[Click Here to read LegalZoom customer reviews](#)

Legal Spring Comments: ... customers
 • They have formed over 150,000 Incorporations and LLC's
 • They claim to do more Last Will and [... more ...](#)

MyCorporation.com Avg Review Score: 4.00

[Click Here to go to MyCorporation.com](#)
[Click Here to read MyCorporation.com customer reviews](#)

Legal Spring Comments: ... of TurboTax and QuickBooks software. So you know they can do good things for small business...

If you have [... more ...](#)

The Company Corporation Avg Review Score: 2.00

[Click Here to go to The Company Corporation](#)
[Click Here to read The Company Corporation customer reviews](#)

Legal Spring Comments: ... Company Corporation has 25 offices around the country (most online Incorporators have one base office, and form their [... more ...](#)

BizFilings Avg Review Score: 3.00

[Click Here to go to BizFilings](#)
[Click Here to read BizFilings customer reviews](#)
Legal Spring Comments: ... with BizFilings, please enter a review so that we might have a better insight into the customer experience [... more ...](#)

IncorporateFast Avg Review Score: 3.00

[Click Here to go to IncorporateFast](#)
[Click Here to read IncorporateFast customer reviews](#)

Legal Spring Comments: ... program.

The IncorporateFast home offices are located in Los Angeles, but they



Best Incorporation Service of 2011:
LegalZoom
 ★★★★★

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December 2012

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Online Legal Site FAQ

This page addresses many of the [frequently asked questions](#) that Legal Spring is has been asked over the period of time that we've been reviewing legal sites. Hopefully you'll find the answer to the question you're looking for here. If not, [send us your question](#), because chances are, that you're not the only person with that question!

Are Online Legal Services Sites Reliable?

This is the question that we found all over the internet, in one form or another. The answer is - "it depends." It depends on which site you use. Just like in the real world, there are many shady operators out there. You need to know who can quickly, safely, and reliably get your needs addressed. Legal Spring is here to help you and people like you find a good company to help you, at a cheaper price than your local lawyer would charge.

Can I really get a divorce on the Internet?

An intriguing and controversial change to the legal system has been the ability to obtain a divorce online. Contrary to popular opinion, you can't get a divorce with the click of a mouse, but the proper legal document preparation company can make it as painless as possible. In some areas, you may not even need to step foot in court, and the right document preparation company can make it possible for pennies on the dollar compared to lawyer fees. Web surfers can make an informed choice about proper company to choose for their divorce here at LegalSpring.com.

Who is the best Incorporator online?

This is why LegalSpring.com was formed - to find the answer to questions like this. [Legalzoom](#) is hands-down the LegalSpring.com editors choice for legal services - including Incorporation and LLC formation. There are however, many reputable, and reliable companies on the Internet that will handle your Incorporation or LLC formation. Read up on them [here](#) .

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EXHIBIT 16

Travis Giggy

Tech Entrepreneur and Coder

San Francisco Bay Area | Internet

[Join LinkedIn and access Travis Giggy's full profile.](#)

As a LinkedIn member, you'll join 175 million other professionals who are sharing connections, ideas, and opportunities. And it's free! You'll also be able to:

- See who you and **Travis Giggy** know in common
- Get introduced to **Travis Giggy**
- Contact **Travis Giggy** directly

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Travis Giggy's Overview

Current **Founder and CTO at Swing by Swing Golf**

Past Owner, Founder at Own Vision, LLC
 Programmer for Front End / Back End / Database / Reporting / Tools at LegalZoom
 Senior Consultant at Web Acceleration
[see all](#)

Education Colorado State University

Recommendations **3 people have recommended Travis**

Connections **500+** connections

Websites [Swing by Swing - Free Golf GPS](#)

Travis Giggy's Summary

I've been a tech entrepreneur all of my professional life.

In 1997, I started my first Internet business, called Carryout.com.

Carryout.com was an online food ordering service. You could order food from a local restaurant right to your door. We coded a way to import menus, view them on the web, and customize an order. In the back-end, we built code to send faxes to the restaurant when orders were placed, and also place a phone call to notify of a waiting fax. In 1997, that was quite revolutionary! Although we had moderate success, it was not meant to be. Crash and burn in the year 2000.

You could say I built Seamless or GrubHub before Seamless or GrubHub

Also in 1997, I joined a call center start-up called Center Partners as employee #8. I coded real-time reporting systems which allowed CP to compete against much larger call center competition. In 3 years we went from 8 employees to 2,000+ and sold the company to WPP for \$70M.

Then, in 2003, I joined a legal startup called LegalZoom.com as employee #18. Over the next 8 years as an employee and then consultant, I helped LegalZoom build their company to over 600 employees and a pending IPO (as of July 2012).

In 2005, I started a company to help people get a towncar, limo, or taxi. It was called RideOnTime.com, and you could instantly order a high class ride from almost anywhere in the US. You could say I built Uber before Uber. But, without mobile technology, the real-time model was before it's time...

In November 2009, I launched Swing by Swing Golf. We've built an audience of 1.2M registered users, and disrupted the Golf GPS range finder market. Swing by Swing Golf is going strong.

It's fun and interesting to be an entrepreneur in tech. I've had some wild experiences - and the hits keep coming. Now I'm in San Francisco, and I'm excited for the future! Bring it.

Specialties

Mobile Application Development - iPhone, Android, BlackBerry
 HTML5, jQuery, HTML, CSS, Javascript
 IIS, C#, .Net, SQL
 Google Maps, Amazon AWS
 Project Management, Program Management
 Scrambling, hustling, getting things done

Travis Giggy's Experience

Founder and CTO

Swing by Swing Golf

Privately Held, 1-10 employees; Internet industry
 January 2010– Present (3 years) | Palo Alto, CA

Swing by Swing is a technology platform for golf.

We offer a free GPS range finder for iPhone, Android, and BlackBerry. Before Swing by Swing, golfers would pay \$300 for a handheld device. Now, it's available for free right on the phone you already carry.

Swing by Swing currently has 1.2M registered users. Our community has used our tools to map 35,000 golf courses (95% of all courses in the world), with 18M app page views per month.

Through mobile and web technology, we are building the world's largest community of golfers, and golf information.

Owner, Founder

Own Vision, LLC

January 2006– April 2012 (6 years 4 months)

Own Vision, LLC builds cutting edge software. Since 1996 we have built data-driven Internet sites. Since 2008 we have built connected mobile applications.

Expertise in:

- * iOS
- * Android
- * .Net
- * SQL

Programmer for Front End / Back End / Database / Reporting / Tools

LegalZoom

Privately Held; 501-1000 employees; Legal Services industry
May 2003– August 2006 (3 years 4 months) | Greater Los Angeles Area

As the 18th employee at LegalZoom.com, I was one of the first programmers. I built much of the early code-base along with the founder, Eddie Hartman, and watched the company grow from 18 to over 500 employees, and a pending IPO. (as of Jul 2012)

Like most early employees of any company, I wore a lot of hats. At one time or another I was also responsible for building the affiliate program, SEO initiatives, project management, among others.

Senior Consultant

Web Acceleration

October 1999– May 2003 (3 years 8 months)

Senior consultant performing custom programming for Internet applications. Interfaced with clients on a daily basis and completed projects big and small. Worked with ASP and SQL technology.

Programmer

Vantage Point

Privately Held; 11-50 employees; Internet industry
February 1999– October 1999 (9 months)

At Vantage Point I programmed an interface used by the agriculture industry to manage crops and farms. We were using satellite photo technology WAAAY before Google was a twinkle in Sergey and Brin's eye!

Senior Programmer

Center Partners

Public Company; 1001-5000 employees; Outsourcing/Offshoring industry
January 1996– February 1999 (3 years 2 months)

I was one of the first employees ever hired at Center Partners. The amazing management team grew this company from 0 to 2,000+ employees in a period of less than 3 years! In those days, I solely consisted of the programming team. I created data driven reports and tools for the ever-growing user base.

Travis Giggy's Projects

Swing by Swing iOS App

November 2009 to Present

Team Members: Travis Giggy, Terrence Giggy

A Golf GPS Rangefinder, right on your phone. Before Swing by Swing, a golfer had to pay \$300-500 for a dedicated device which does the same thing. Swing by Swing is more powerful, more current, and just as accurate.

LegalZoom website

April 2003 to September 2009

Team Members: Travis Giggy, Eddie Hartman, Amir Pirnia

I was responsible for much of the early LegalZoom code base, including legalzoom.com, back-end tools, databases, and reporting.

Travis Giggy's Skills & Expertise

Android Mobile Applications iPhone IIS .NET Amazon Web Services (AWS) jQuery JavaScript

Travis Giggy's Education

Colorado State University

Computer Science

1994 – 1997

After a few on-and-off years of college, I finally decided it just wasn't for me. There was just too much money out there in the world. I left school for entrepreneurial endeavors and never looked back.

Travis Giggy's Additional Information

Websites: • [Swing by Swing - Free Golf GPS](#)

Groups and Associations:  [MarketingExperiments Optimization](#)

 [On Startups - The Community For Entrepreneurs](#)

Contact Travis for:

- career opportunities
- new ventures
- expertise requests
- reference requests
- consulting offers
- job inquiries
- business deals
- getting back in touch

View Travis Giggy's full profile to...

- See who you and **Travis Giggy** know in common
- Get introduced to **Travis Giggy**
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EXHIBIT 17

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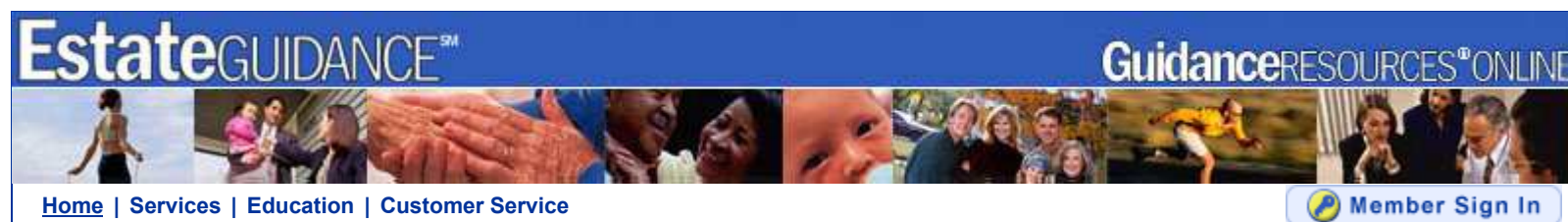
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Services

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Living Wills

Contact Information

EMAIL:
help@estateguidance.com

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LegalZoom vs. Rocket Lawyer, Round Two

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By Jennifer Smith

It's getting ugly in the online legal startup sandbox.

This week Rocket Lawyer Inc., which provides legal documents and attorney subscription plans, raised the stakes in its legal battle with rival LegalZoom.com Inc. (which sued Rocket Lawyer last month), filing a 96-page answer and counterclaims on Monday in federal court in California.



Daniella Zalcmn for The Wall Street Journal Charley Moore, executive chairman of Rocket Lawyer.

Essentially, Rocket Lawyer said it was the target of some pot-kettle type attacks and said LegalZoom had engaged in even worse behavior. LegalZoom, the filing claims, is trying "to inflict competitive harm" as part of a larger plan "to compete unfairly through the publicity of this lawsuit rather than in the marketplace."

Chas Rampenthal, General Counsel of LegalZoom, called the allegations "baseless."

So what's all the drama about?

Back in November, LegalZoom sued Rocket Lawyer over the latter's use of the term "free," which it said violated Federal Trade Commission guidelines because users still had to pay state filing fees or sign up for a subscription to access the services. The lawsuit also accused Rocket Lawyer of engaging in unfair business tactics, such as buying up search terms and similar domain names in an alleged attempt to confuse and siphon off LegalZoom customers.

Legal experts say the lawsuit highlights increased competition in what had been a neglected corner of the industry.



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Both ventures offer online documents for wills and other routine legal transactions, and offer low-cost monthly subscription plans that give access to advice from local attorneys. They are among a growing field of companies jockeying to provide consumers and small businesses with affordable legal services.

Rocket Lawyer's latest volley says LegalZoom itself has engaged in similar use of the word "free" and in tactics like those cited in its November suit, such as buying up online search terms to trigger its own ads when people type "Rocket Lawyer" into search engines.

Last month, LegalZoom's chief executive officer John Suh told WSJ, "we will never bid on another competitors brand terms unless they do that to us."

Rocket Lawyer also alleges that LegalZoom secretly operates another web site called [Legal Spring](#) that purports to provide reviews of companies (like LegalZoom) that provide online legal services, "but in actuality advertises and promotes LegalZoom to the detriment of consumers, Rocket Lawyer, and other competitors."

LegalZoom's Mr. Rampenthal said in a statement that the cross-complaint was "a retaliatory measure" intended "to obscure the fact that they have been deceiving consumers throughout the country with the notion that their service is free."

civil litigation, law and technology, LegalZoom, Rocket Lawyer





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