

1 Patricia L. Glaser (SBN 55668)
 2 *pglaser@glaserweil.com*
 3 Fred D. Heather (SBN 110650)
 4 *fheather@glaserweil.com*
 5 Aaron P. Allan (SBN 144406)
 6 *aallan@glaserweil.com*
 7 **GLASER WEIL FINK HOWARD**
 8 **AVCHEN & SHAPIRO LLP**
 9 10250 Constellation Blvd., 19th Floor
 10 Los Angeles, California 90067
 11 Telephone: (310) 553-3000
 12 Facsimile: (310) 556-2920

13 *Attorneys for Plaintiff*
 14 **LEGALZOOM.COM, INC.**

15 Forrest A. Hainline III (SBN 64166)
 16 *fhainline@goodwinprocter.com*
 17 Hong-An Vu (SBN 266268)
 18 *hvu@goodwinprocter.com*
 19 **GOODWIN PROCTER LLP**
 20 Three Embarcadero Center, 24th Floor
 21 San Francisco, California 94111
 22 Tel.: 415.733.6000
 23 Fax.: 415.677.9041

24 Michael T. Jones (SBN 290660)
 25 *mjones@goodwinprocter.com*
 26 **GOODWIN PROCTER LLP**
 27 135 Commonwealth Drive
 28 Menlo Park, California 94025-1105
 Tel.: 650.752.3100
 Fax.: 650.853.1038

[Addt'l counsel listed in signature block]

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

DISPUTED SPECIAL VERDICT FORMS

PTC: November 10, 2014
 1:30 p.m.
 Trial: December 9, 2014
 Judge: Judge Gary A. Fees
 Courtroom: 740

Action Filed: November 20, 2012

1 Plaintiff and counterclaim defendant, LegalZoom.com, Inc. (“LegalZoom”),
2 and defendant and counterclaimant, Rocket Lawyer Incorporated (“Rocket Lawyer”),
3 hereby submit their respective proposed verdict forms. LegalZoom’s proposed special
4 verdict for is attached as Exhibit A. Rocket Lawyer’s proposed special verdict form is
5 attached as Exhibit B.

6 The parties are generally in agreement relating to the law governing the claims
7 as reflected in the undisputed jury instructions. However, they are not in agreement
8 regarding the form to be provided to the jury. The parties have agreed to continue to
9 meet and confer to try to narrow the dispute relating to these forms.

10 **LegalZoom’s Position:**

11 LegalZoom contends that the jury should be able to determine whether there
12 has been a violation of the false advertising or unfair competition law based on the
13 detailed jury instructions provided by the Court. Rocket Lawyer’s proposed special
14 verdict form, by providing an incomplete and at times misleading recitation of the
15 elements to be considered, would operate to substitute for those jury instructions in a
16 manner which would prejudice LegalZoom. For example, the Rocket Lawyer form
17 would allow the jury to ignore the question of literal falsity as to a Lanham Act
18 violation. But if the jury finds the subject advertisements are literally false, then there
19 is no need for the jury to examine whether the advertisements have a tendency to
20 deceive, which Rocket Lawyer would improperly require the jury to examine in all
21 cases. There are also evidentiary presumptions that are not taken into account in
22 Rocket Lawyer’s form. Because Rocket Lawyer’s proposed form would improperly
23 guide the jury, and would require a yes answer to all four elements before requesting
24 that the jury enter a damages amount, the form would be unfair and prejudicial to
25 LegalZoom. LegalZoom agrees, however, that further meet and confer by counsel
26 would be appropriate in an attempt to reach common ground before the pretrial
27 conference.

1 **Rocket Lawyer’s Position:**

2 Rocket Lawyer contends that LegalZoom’s special verdict form is a general,
3 not a special verdict form. A special verdict form is a “written finding on each issue
4 of fact.” Fed. R. Civ. Proc. 49. Both parties appear to agree that a special verdict
5 form is appropriate in this case. As such, Rocket Lawyer has submitted a proposed
6 form that provides for a finding on each issue of fact related to the causes of action
7 advanced by both parties.

8 Additionally, LegalZoom’s example is misleading. As Rocket Lawyer states in
9 the Disputed Jury Instructions, consumer deception is not presumed in the case of
10 literal falsity, but only in the case of deliberately false claims and only for the purpose
11 of equitable relief. *See Southland Sod Farms*, 108 F.3d 1134, 1146 (9th Cir. 1997)
12 (“Publication of deliberately false comparative claims gives rise to a presumption of
13 actual deception and reliance.”); *William H. Morris Co. v. Grp. W, Inc.*, 66 F.3d 255,
14 258 (9th Cir. 1995) (“If Omicron intentionally misled consumers, we would presume
15 consumers were in fact deceived and Omicron would have the burden of
16 demonstrating otherwise.”); *see also POM Wonderful LLC v. Purely Juice, Inc.*, CV-
17 07-02633CAS(JWJX), 2008 WL 4222045, at *11 (C.D. Cal. July 17, 2008) *aff’d*, 362
18 F. App’x 577 (9th Cir. 2009) (citing cases excusing the consumer deception element
19 in the case of intentional deception and for the purposes of an injunction). Even if the
20 presumption applies, it is rebuttable and only applies to equitable relief that is not
21 properly before a jury. Accordingly, even if the presumption were appropriate, it is
22 not for the jury to apply.

23 To the extent that LegalZoom has an issue regarding the presentation of some
24 of the elements, but will agree that each element should be addressed, meeting and
25 conferring further may result in narrowing the disputed issues.

26 ///
27 ///
28 ///

1 Dated: October 28, 2014

Respectfully submitted,

2
3 By: /s/ Michael T. Jones
4 Forrest A. Hainline III
5 *fhainline@goodwinprocter.com*
6 Hong-An Vu (SBN 266268)
7 *hvu@goodwinprocter.com*
8 Michael T. Jones (SBN 290660)
9 *mjones@goodwinprocter.com*
10 Brian W. Cook (*Pro Hac Vice*)
11 *bcook@goodwinprocter.com*
12 **GOODWIN PROCTER LLP**
13 Three Embarcadero Center
14 24th Floor
15 San Francisco, California 94111
16 Tel.: 415.733.6000
17 Fax.: 415.677.9041

18 *Attorneys for Defendant*
19 **ROCKET LAWYER INCORPORATED**

20 Dated: October 28, 2014

Respectfully submitted,

21
22 By: /s/ Fred D. Heather
23 PATRICIA GLASER
24 FRED HEATHER
25 AARON ALLAN

26 *Attorneys for Plaintiff*
27 **LEGALZOOM.COM, INC.**

EXHIBIT A

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

7 Attorneys for Plaintiff
 8 LegalZoom.com, Inc.

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

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

14 Plaintiff,

15 v.

16 ROCKET LAWYER INCORPORATED,
 17 a Delaware corporation,

18 Defendant.

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

Hon. Gary A. Feess
 Courtroom: 740

**LEGALZOOM'S PROPOSED
 SPECIAL VERDICT FORM**

Pre-Trial Conf.: November 10, 2014
 1:30 p.m.

Trial: December 9, 2014

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Plaintiff LegalZoom.com, Inc. hereby submits its Proposed Special Verdict
Form in this matter as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Special Verdict

We, the jury in the above-entitled action, find the following Special Verdict on the questions submitted to us:

PLAINTIFF CLAIM 1 - LANHAM ACT – FALSE ADVERTISING

Question No. 1:

Do you find Defendant Rocket Lawyer Incorporated (“Rocket Lawyer”) liable to Plaintiff for violation of the Lanham Act?

Yes _____

No _____

If you answered “Yes,” go to Question No. 2

If you answered “No,” go to Questions No. 3

Question No. 2:

State the amount of damages you award to Plaintiff as a result of Rocket Lawyer’s violation of the Lanham Act.

\$ _____

Go to Question No. 3

PLAINTIFF CLAIM 2 - FALSE ADVERTISING – CALIFORNIA LAW

Question No. 3:

Do you find Defendant Rocket Lawyer liable to Plaintiff for violation of California Business and Professions Code Section 17500?

Yes _____

No _____

Go to Question No. 4

1 **PLAINTIFF CLAIM 3 - CALIFORNIA UNFAIR COMPETITION LAW**

2
3 **Question No. 4:**

4 Do you find Defendant Rocket Lawyer liable to Plaintiff for violation of
5 California Business and Professions Code Section 17200?

6 Yes _____

7 No _____

8
9 **DEFENDANT CLAIM 4 - LANHAM ACT – FALSE ADVERTISING**

10
11 **Question No. 5:**

12 Do you find Plaintiff Legalzoom.com, Inc. (“LegalZoom”) liable to Defendant
13 and Counterclaimant Rocket Lawyer for violation of the Lanham Act?

14 Yes _____

15 No _____

16 If you answered “Yes,” go to Question No. 6

17 If you answered “No,” go to Questions No. 7

18
19 **Question No. 6:**

20 State the amount of damages you award to Rocket Lawyer as a result of
21 LegalZoom’s violation of the Lanham Act.

22 \$ _____

23 Go to Question No. 7

24
25 **DEFENDANT CLAIM 5 - FALSE ADVERTISING – CALIFORNIA LAW**

26
27 **Question No. 7:**

28 Do you find Plaintiff LegalZoom liable to Rocket Lawyer for violation of

1 California Business and Professions Code Section 17500?

2 Yes _____

3 No _____

4 Go to Question No. 8

5 **DEFENDANT CLAIM 6 - CALIFORNIA UNFAIR COMPETITION LAW**

6
7 **Question No. 8:**

8 Do you find Plaintiff LegalZoom liable to Rocket Lawyer for violation of
9 California Business and Professions Code Section 17200?

10 Yes _____

11 No _____

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: October 28, 2014

GLASER WEIL FINK HOWARD AVCHEN &
SHAPIRO LLP

By: /s/ Fred D. Heather
PATRICIA GLASER
FRED HEATHER
AARON ALLAN
Attorneys for Plaintiff
LEGALZOOM.COM, INC.

EXHIBIT B

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

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

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

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

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

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

21 Plaintiff,

22 v.

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

25 Defendant.

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

**DEFENDANT ROCKET LAWYER
INCORPORATED'S [PROPOSED]
SPECIAL VERDICT FORM**

PTC: November 10, 2014
1:30 p.m.

Trial: December 9, 2014

Judge: Judge Gary A. Feess
Courtroom: 740

255 East Temple Street
Los Angeles, CA 90012

Action Filed: November 20, 2012

1 Defendant Rocket Lawyer Incorporated hereby submits its Proposed Special
2 Verdict Form in this matter.

3
4 Dated: October 28, 2014

Respectfully submitted,

5
6 By: /s/ Michael T. Jones
Forrest A. Hainline III
fhainline@goodwinprocter.com
7 Hong-An Vu (SBN 266268)
hvu@goodwinprocter.com
8 Michael T. Jones (SBN 290660)
mjones@goodwinprocter.com
9 Brian W. Cook (*Pro Hac Vice*)
bcook@goodwinprocter.com
10 **GOODWIN PROCTER LLP**
11 Three Embarcadero Center
24th Floor
12 San Francisco, California 94111
Tel.: 415.733.6000
13 Fax.: 415.677.9041

14 *Attorneys for Defendant*
ROCKET LAWYER INCORPORATED

15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **SPECIAL VERDICT FORM**

2
3 PLEASE NOTE THAT YOUR ANSWERS TO ALL QUESTIONS
4 ON THIS FORM MUST BE UNANIMOUS
5

6 WE THE JURY in the above-entitled action, find the following special
7 verdict on the following questions submitted to us:
8

9 **I. QUESTION NO. 1: LEGALZOOM’S LANHAM ACT CLAIM**

10 Listed below are advertising claims made by Rocket Lawyer that LegalZoom
11 challenges. Please answer “YES” or “NO” beside Questions A-D for each
12 advertising claim.
13

14 1. Advertising free business entity formation services on search engines results
15 pages.

16 A. Does this claim make a false or misleading statement of fact?

17 **Answer:** _____

18 B. Has this claim deceived or does this claim have the tendency to deceive a
19 substantial segment of its target audience? **Answer:** _____

20 C. Is this claim material, in that it is likely to influence a consumer’s
21 purchasing decision? **Answer:** _____

22 D. Has this claim injured LegalZoom? **Answer:** _____

23 E. If you answered YES to all of Questions A-D, please state the amount of
24 harm suffered by LegalZoom as a result of this claim. If you answered
25 NO to any of Questions A-D, leave this line blank. \$_____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. Advertising a free trial on RocketLawyer.com.
- A. Does this claim make a false or misleading statement of fact?
Answer: _____
- B. Has this claim deceived or does this claim have the tendency to deceive a substantial segment of its target audience? **Answer:** _____
- C. Is this claim material, in that it is likely to influence a consumer’s purchasing decision? **Answer:** _____
- D. Has this claim injured LegalZoom? **Answer:** _____
- E. If you answered YES to all of Questions A-D, please state the amount of harm suffered by LegalZoom as a result of this claim. If you answered NO to any of Questions A-D, leave this line blank. \$_____
3. Advertising “free help from local attorneys” on RocketLawyer.com.
- A. Does this claim make a false or misleading statement of fact?
Answer: _____
- B. Has this claim deceived or does this claim have the tendency to deceive a substantial segment of its target audience? **Answer:** _____
- C. Is this claim material, in that it is likely to influence a consumer’s purchasing decision? **Answer:** _____
- D. Has this claim injured LegalZoom? **Answer:** _____
- E. If you answered YES to all of Questions A-D, please state the amount of harm suffered by LegalZoom as a result of this claim. If you answered NO to any of Questions A-D, leave this line blank. \$_____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. Advertising “free legal review” on RocketLawyer.com.
- A. Does this claim make a false or misleading statement of fact?
Answer: _____
- B. Has this claim deceived or does this claim have the tendency to deceive a substantial segment of its target audience? **Answer:** _____
- C. Is this claim material, in that it is likely to influence a consumer’s purchasing decision? **Answer:** _____
- D. Has this claim injured LegalZoom? **Answer:** _____
- E. If you answered YES to all of Questions A-D, please state the amount of harm suffered by LegalZoom as a result of this claim. If you answered NO to any of Questions A-D, leave this line blank. \$_____

1 **II. QUESTION NO. 2: LEGALZOOM’S BUSIENSS AND PROFESSIONS**
2 **CODE SECTION 17500 CLAIM**

3 Listed below are advertising claims made by Rocket Lawyer that LegalZoom
4 challenges. Please answer “YES” or “NO” beside Questions A-E for each
5 advertising claim.

6
7 1. Advertising free business entity formation services on search engines results
8 pages.

9 A. Did you find this statement to be false or misleading in response to
10 Question I.1.A above?

11 **Answer:** _____

12 B. If yes, did Rocket Lawyer know or should Rocket Lawyer by the exercise
13 of reasonable care have known that the statement was false or misleading?

14 **Answer:** _____

15 C. Is this claim likely to deceive reasonable members of the target audience?

16 **Answer:** _____

17 D. Is this claim material, in that it is likely to influence a consumer’s
18 purchasing decision? **Answer:** _____

19 E. Has this claim injured LegalZoom? **Answer:** _____

20 F. If you answered YES to all of Questions A-E, please state the amount of
21 harm suffered by LegalZoom as a result of this claim. If you answered
22 NO to any of Questions A-E, leave this line blank. \$ _____

23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. Advertising a free trial on RocketLawyer.com.
- A. Did you find this statement to be false or misleading in response to Question I.2.A above?
Answer: _____
- B. If yes, did Rocket Lawyer know or should Rocket Lawyer by the exercise of reasonable care have known that the statement was false or misleading?
Answer: _____
- C. Is this claim likely to deceive reasonable members of the target audience?
Answer: _____
- D. Is this claim material, in that it is likely to influence a consumer's purchasing decision? **Answer:** _____
- E. Has this claim injured LegalZoom? **Answer:** _____
- F. If you answered YES to all of Questions A-E, please state the amount of harm suffered by LegalZoom as a result of this claim. If you answered NO to any of Questions A-E, leave this line blank. \$ _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Advertising “free help from local attorneys” on RocketLawyer.com.
- A. Did you find this statement to be false or misleading in response to Question I.3.A above?
Answer: _____
- B. If yes, did Rocket Lawyer know or should Rocket Lawyer by the exercise of reasonable care have known that the statement was false or misleading?
Answer: _____
- C. Is this claim likely to deceive reasonable members of the target audience?
Answer: _____
- D. Is this claim material, in that it is likely to influence a consumer’s purchasing decision? **Answer:** _____
- E. Has this claim injured LegalZoom? **Answer:** _____
- F. If you answered YES to all of Questions A-E, please state the amount of harm suffered by LegalZoom as a result of this claim. If you answered NO to any of Questions A-E, leave this line blank. \$_____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. Advertising “free legal review” on RocketLawyer.com.
- A. Did you find this statement to be false or misleading in response to Question I.4.A above?
Answer: _____
- B. If yes, did Rocket Lawyer know or should Rocket Lawyer by the exercise of reasonable care have known that the statement was false or misleading?
Answer: _____
- C. Is this claim likely to deceive reasonable members of the target audience?
Answer: _____
- D. Is this claim material, in that it is likely to influence a consumer’s purchasing decision? **Answer:** _____
- E. Has this claim injured LegalZoom? **Answer:** _____
- F. If you answered YES to all of Questions A-E, please state the amount of harm suffered by LegalZoom as a result of this claim. If you answered NO to any of Questions A-E, leave this line blank. \$_____

1 **III. QUESTION NO. 3: ROCKET LAWYER’S LANHAM ACT CLAIM**

2 Listed below are advertising activities undertaken by LegalZoom that Rocket
3 Lawyer challenges. Please answer “YES” or “NO” beside Questions A-E for each
4 advertising activity.

5
6 1. LegalZoom’s Rating and Reputation on LegalSpring.com.

7 A. Does this claim make a false or misleading statement of fact?

8 **Answer:** _____

9 B. Do you find that LegalZoom intended to deceive consumers?

10 **Answer:** _____

11 C. Has this claim deceived or does this claim have the tendency to deceive a
12 substantial segment of its target audience? **Answer:** _____

13 D. Is this claim material, in that it is likely to influence a consumer’s
14 purchasing decision? **Answer:** _____

15 E. Has this claim injured Rocket Lawyer? **Answer:** _____

16 F. If you answered YES to all of Questions A, B and D **or** A, C, D, and E,
17 please state the amount of harm suffered by Rocket Lawyer as a result of
18 this claim. If you answered NO to any of Questions A, C, D, and E, leave
19 this line blank. \$ _____

20
21
22
23 2. Participation in the operation of LegalSpring.com and the manipulation of
24 reviews found on LegalSpring.com, which was held out as a neutral third-
25 party review site.

26 A. Does this claim make a false or misleading statement of fact?

27 **Answer:** _____

28 B. Do you find that LegalZoom intended to deceive consumers?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Answer:_____

C. Has this claim deceived or does this claim have the tendency to deceive a substantial segment of its target audience? **Answer:** _____

D. Is this claim material, in that it is likely to influence a consumer's purchasing decision? **Answer:** _____

E. Has this claim injured Rocket Lawyer? **Answer:** _____

F. If you answered YES to all of Questions A, B and D or A, C, D, and E, please state the amount of harm suffered by Rocket Lawyer as a result of this claim. If you answered NO to any of Questions A, C, D, and E, leave this line blank. \$_____

1 **IV. QUESTION NO. 4: ROCKET LAWYER’S BUSINESS AND**
2 **PROFESSIONS CODE SECTION 17500 CLAIM**

3 Listed below are advertising claims made by Rocket Lawyer that LegalZoom
4 challenges. Please answer “YES” or “NO” beside Questions A-E for each
5 advertising claim.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1. LegalZoom’s Rating and Reputation on LegalSpring.com.
 - A. Did you find this statement to be false or misleading in response to Question III.1.A above?
Answer: _____
 - B. If yes, did LegalZoom know or should LegalZoom by the exercise of reasonable care have known that the statement was false or misleading?
Answer: _____
 - C. Is this claim likely to deceive reasonable members of the target audience?
Answer: _____
 - D. Is this claim material, in that it is likely to influence a consumer’s purchasing decision? **Answer:** _____
 - E. Has this claim injured Rocket Lawyer? **Answer:** _____
 - F. If you answered YES to all of Questions A-E, please state the amount of harm suffered by LegalZoom as a result of this claim. If you answered NO to any of Questions A-E, leave this line blank. \$ _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. Participation in the operation of LegalSpring.com and the manipulation of reviews found on LegalSpring.com, which was held out as a neutral third-party review site.
- A. Did you find this statement to be false or misleading in response to Question III.2.A above?
Answer: _____
- B. If yes, did LegalZoom know or should LegalZoom by the exercise of reasonable care have known that the statement was false or misleading?
Answer: _____
- C. Is this claim likely to deceive reasonable members of the target audience?
Answer: _____
- D. Is this claim material, in that it is likely to influence a consumer's purchasing decision? **Answer:** _____
- E. Has this claim injured Rocket Lawyer? **Answer:** _____
- F. If you answered YES to all of Questions A-E, please state the amount of harm suffered by LegalZoom as a result of this claim. If you answered NO to any of Questions A-E, leave this line blank. \$_____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

v. QUESTION NO. 5: ROCKET LAWYER’S LACHES DEFENSE

Listed below are the elements to a laches defense. Please answer “YES” or “NO” as instructed below:

A. Do you find that LegalZoom unreasonably and inexcusably delayed in bringing suit against Rocket Lawyer? **Answer:** _____

i. If your answer to A is “NO,” skip B and C below, and go directly to Question No. 6.

B. *If you answered YES to A:* Do you find that LegalZoom’s delay caused prejudice to Rocket Lawyer? **Answer:** _____

C. *If you answered YES to A:* Do you find that LegalZoom acquiesced in the conduct about which it complains? **Answer:** _____

i. If yes, did LegalZoom acquiesced in the conduct?
Answer: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**VI. QUESTION NO. 6: ROCKET LAWYER’S UNCLEAN HANDS
DEFENSE**

Please answer “YES” or “NO” to the following question:

Do you find that LegalZoom has engaged in inequitable conduct directly to the subject matter of its claims against Rocket Lawyer? **Answer:** _____