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

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

13 Plaintiff,

14 v.

15 ROCKET LAWYER INCORPORATED,
 16 a Delaware corporation,

17 Defendants.

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

Hon. Gary A. Feess
 Courtroom: 740

**PLAINTIFF LEGALZOOM.COM,
 INC.'S NOTICE OF MOTION AND
 MOTION FOR SUMMARY
 JUDGMENT; MEMORANDUM OF
 POINTS AND AUTHORITIES;
 DECLARATION OF MARY ANN T.
 NGUYEN**

Date: October 7, 2013
 Time: 9:30 a.m.
 Courtroom: 740

[SEPARATE STATEMENT OF
 UNDISPUTED MATERIAL FACTS;
 [PROPOSED] ORDER FILED
 CONCURRENTLY HEREWITH]

Complaint Filed: November 20, 2012

Glaser Weil Fink Jacobs
 Howard Avchen & Shapiro LLP

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1 **TO THE DEFENDANT AND ITS ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on October 7, 2013 at 9:30 a.m. in
3 Courtroom 740 of the above-referenced Court, located at 312 North Spring Street,
4 Los Angeles, California 90012, Plaintiff LegalZoom.com, Inc. (“LegalZoom”) will
5 and hereby does move for summary judgment on its claims. Specifically, LegalZoom
6 moves this Court to enter summary judgment declaring that Defendant Rocket
7 Lawyer Incorporated (“Rocket Lawyer”) is liable for False Advertising pursuant to
8 the Lanham Act, 15 U.S.C. § 1125(a), False Advertising pursuant to California
9 Business and Professions Code section 17500, and Unfair Competition pursuant to
10 California Business and Professions Code section 17200 *et seq.* as a matter of law,
11 leaving only the amount of LegalZoom’s damages to be determined at trial.

12 This Motion is made pursuant to Rule 56 of the Federal Rules of Civil
13 Procedure and is based upon this Notice of Motion, the accompanying Memorandum
14 of Points and Authorities, the Declaration of Mary Ann T. Nguyen, the Separate
15 Statement of Undisputed Material Facts, all papers and pleadings in the Court’s file,
16 and upon such oral argument as may be made at the hearing on this Motion. This
17 Motion is made following the conference of counsel pursuant to L.R. 7-3, which took
18 place on August 28, 2013.

19
20
21 DATED: September 4, 2013

Respectfully submitted,

22 GLASER WEIL FINK JACOBS
23 HOWARD AVCHEN & SHAPIRO LLP

24 By: /s/ Fred Heather
25 PATRICIA L. GLASER
26 FRED D. HEATHER
27 MARY ANN T. NGUYEN
28 Attorneys for Plaintiff
LegalZoom.com, Inc.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a straightforward case about false advertising by an online company that purports to provide “free” online legal products. Defendant Rocket Lawyer Incorporated (“Rocket Lawyer”) tells consumers that “Zoom Charges \$99. Rocket Lawyer is Fast, Easy, & Free. Incorporate Your Business Today,” that consumers can “incorporate for free... pay no fees (\$0),” and that consumers can get “free... LLCs,” “free help from local attorneys,” “free legal review,” and “free” trials of Rocket Lawyer’s “Basic Legal Plan” and “Pro Legal Plan.” However, as demonstrated below, each of these online advertising claims is literally false.

Given Rocket Lawyer’s use of false factual statements in its online advertisements, Rocket Lawyer has engaged in false advertising and unfair competition in violation of the Lanham Act and California Professions and Business Code, and an award of summary judgment on these claims for LegalZoom is appropriate.

II. STATEMENT OF MATERIAL FACTS NOT IN DISPUTE

A. The Parties And The Products

LegalZoom and Rocket Lawyer are both providers of online legal products. (LegalZoom’s Separate Statement of Undisputed Material Facts “SS,” ¶ 1, Rocket Lawyer’s Answer to Amended Complaint and Amended Counterclaims (“Rocket Lawyer’s Answer and Amended Counterclaims”), ECF No. 17, 12:2-3 (“Rocket Lawyer and LegalZoom compete with one another... in the legal services industry....”).) LegalZoom and Rocket Lawyer compete with one another in the online legal products industry. (SS, ¶ 2, *id.*) LegalZoom and Rocket Lawyer both offer incorporation and formation services and other online legal products. (SS, ¶ 3, *id.* at 13:1-2.) On its website, Rocket Lawyer touts to provide affordable legal services to individuals, families and business owners. (SS, ¶ 4, Declaration of Mary Ann T. Nguyen (“Nguyen Decl.”), ¶ 3, **Exhibit A**, a true and correct copy of Rocket

1 Lawyer's "About Us" webpage.)

2 **B. Rocket Lawyer's Online Advertisements**

3 **1. "Free" corporations and LLCs**

4 At least in 2011, 2012 and 2013, Rocket Lawyer advertised "free"
5 incorporation and "free" limited liability companies (LLCs). (SS, ¶ 5, Nguyen Decl.,
6 ¶ 4, **Exhibit B**, true and correct copies of screen grabs of Rocket Lawyer's
7 advertisements.) For example, Rocket Lawyer has advertised "Zoom Charges \$99.
8 Rocket Lawyer is Fast, Easy, & Free. Incorporate Your Business Today,"
9 "Incorporate for Free... Pay No Fees \$0," "Incorporate Your Business at Rocket
10 Lawyer Free," "Form Your LLC Free at Rocket Lawyer" and "Free... LLCs." (SS, ¶
11 6, Nguyen Decl., ¶ 4, **Exhibit B**, true and correct copies of screen grabs of Rocket
12 Lawyer's advertisements.) However, Rocket Lawyer's customers cannot incorporate
13 or form an LLC for "free" through Rocket Lawyer's services. Indeed, customers
14 seeking to incorporate or form an LLC through Rocket Lawyer's services are
15 nonetheless required to pay the state fees associated with incorporation and formation.
16 (SS, ¶ 7, Nguyen Decl., ¶¶ 2, 5, **Exhibit C**, true and correct copies of screen grabs of
17 state filing options through Rocket Lawyer's services on Rocket Lawyer's website.)
18 Even more, customers who access the Rocket Lawyer link to the "Incorporate for
19 Free... Pay No Fees \$0," "Incorporate Your Business at Rocket Lawyer Free," "Form
20 Your LLC Free at Rocket Lawyer" or "Free... LLCs" do not discover that they must
21 actually pay the state filing fees until after they have accessed the Rocket Lawyer
22 website, completed a "company setup" and filled out information relating to the
23 "company details." (SS, ¶ 8, Nguyen Decl., ¶ 6, **Exhibit D**, true and correct copies of
24 screen grabs of Rocket Lawyer's "interview" for "company set up" and "company
25 details" prior to "state filing option.") Rocket Lawyer subsequently changed the
26 language of these advertisements after LegalZoom filed its original Complaint.¹ (SS,
27 _____

28 ¹ Nonetheless, liability for false advertising under the Lanham Act may not be avoided by removing false statements from later advertising. *Skydrive Arizona, Inc. v. Quattrocchi*, 2009 WL 6597892,

1 ¶ 9, Rocket Lawyer’s Answer and Amended Counterclaims, ECF No. 17, 2:26-3:1
2 (“Rocket Lawyer admits that it has produced new advertisements regarding its
3 business and a variety of services it offers since the service of the original
4 complaint....”).)

5 **2. “Free help from local attorneys” and “Free legal review”**

6 At least in 2012, Rocket Lawyer advertised “Free help from local attorneys”
7 and “Free legal review.” (SS, ¶ 10, Nguyen Decl., ¶ 7, **Exhibit E**, true and correct
8 copies of screen grabs of Rocket Lawyer’s advertisements.) However, Rocket
9 Lawyer’s customers could not access “help from local attorneys” or “legal review”
10 for free. Customers could access the “free help from local attorneys” and the “free
11 legal review” *only* if they were “Eligible Members” who had either (a) purchased
12 three consecutive months of Rocket Lawyer’s monthly Legal Plan, or (b) purchased a
13 Rocket Lawyer annual Legal Plan. (SS, ¶ 11, Nguyen Decl., ¶ 8, **Exhibit F**, a true
14 and correct copy Rocket Lawyer’s On Call Terms of Services, dated July 2012, as
15 printed on November 27, 2012). This paid membership requirement for access to the
16 purported “free help from local attorneys” and “free legal review” was not disclosed
17 in close proximity to the advertisements on Rocket Lawyer’s website. (SS, ¶ 12,
18 Nguyen Decl., ¶ 9, *see* <http://www.rocketlawyer.com/on-call-terms-of-service.rl>.)
19 Indeed, this requirement was only disclosed in Rocket Lawyer’s “On Call Terms of
20 Service,” which was accessible to customers on a separate link found at
21 <http://www.rocketlawyer.com/on-call-terms-of-service.rl>. (SS, ¶ 13, Nguyen Decl., ¶
22 9, *see* <http://www.rocketlawyer.com/on-call-terms-of-service.rl>.) Rocket Lawyer
23 subsequently changed the language of its “On Call Terms of Service,” to provide that
24 “Customers who enter into a one week (seven (7) calendar days) free trial are eligible
25

26 25 (D. Ariz. Feb. 2, 2009). In *Skydrive Arizona v. Quattrocchi*, the defendants argued that they had
27 removed the claimed objectionable language from their websites, but the court nevertheless held that
28 “those statements are indeed relevant to establish false advertising,” and reasoned that the court had
come across no authority providing that removal of false statements from later advertising could
shield a party from liability. *Id.*

1 to receive one (1) free legal matter consultation...” after LegalZoom filed its original
2 Complaint. (SS, ¶ 14, Nguyen Decl., ¶ 10, **Exhibit G**, a true and correct copy of
3 Rocket Lawyer’s On Call Terms of Service, dated November 2012, as printed on
4 November 27, 2012.) This access during a “free trial” was not available before
5 LegalZoom’s filing of the original Complaint. (SS, ¶ 15, Nguyen Decl., ¶ 10,
6 **Exhibits F and G**.) In any event, even with Rocket Lawyer’s recent change, access
7 to the advertised “free help from local attorneys” and the “free legal review” was still
8 conditioned upon customers actively enrolling in Rocket Lawyer’s trial membership
9 and negative option program and providing Rocket Lawyer with their credit card
10 information. (SS, ¶ 16, Nguyen Decl., ¶ 11, **Exhibit G**.) As provided in *Federal*
11 *Trade Commission v. Willms*, 2011 WL 4103542, *4 (W.D. Wash. Sept. 13, 2011), a
12 “free” offer subject to enrollment in a negative option program is not “free” and
13 violates the Federal Trade Commission Act.

14 **3. “Free trial”**

15 At least in 2012 and 2013, Rocket Lawyer advertised on its website “free”
16 trials of its “Basic Legal Plan” and “Pro Legal Plan.” (SS, ¶ 17, Nguyen Decl., ¶ 12,
17 **Exhibit H**, a true and correct copy of Rocket Lawyer advertisement (“Try it Free”).)
18 However, Rocket Lawyer’s customers cannot “try” Rocket Lawyer’s “Basic Legal
19 Plan” or “Pro Legal Plan” for “free.” Customers who sign up for a one-week free
20 trial membership under the “Basic Legal Plan” or “Pro Legal Plan” must first provide
21 Rocket Lawyer with their credit card information and enroll in Rocket Lawyer’s
22 “negative option” program – *i.e.*, a program in which customers are automatically
23 enrolled and billed and must contact Rocket Lawyer to opt out of. (SS, ¶ 18, Nguyen
24 Decl., ¶ 13, **Exhibit I**, a true and correct copy of Rocket Lawyer’s “free” trial
25 enrollment page after the outset of the offer.) As stated above, a “free” offer subject
26 to enrollment in a negative option program is not “free.” See *FTC v. Willms*, 2011
27 WL 4103542, *4. A disclosure of Rocket Lawyer’s negative option is found in
28 standard font only upon the customer being directed to enroll in the “free trial.” (SS,

1 ¶ 19, Nguyen Decl., ¶ 13, *see Exhibit I.*) However, no further acknowledgement
2 regarding the negative option is provided. (SS, ¶ 20, Nguyen Decl., ¶ 13, *see Exhibit*
3 **I.**)

4 **C. LegalZoom’s Prior Efforts To Resolve Matters Outside Of Court**

5 In an attempt to resolve this matter amicably outside the courts, on October 13,
6 2011, LegalZoom’s Chairman, Brian Liu, contacted Rocket Lawyer’s CEO, Dan Nye,
7 stating that there were “important issues that [LegalZoom’s] legal department has
8 brought up regarding [Rocket Lawyer’s] advertising.” (SS, ¶ 21, Nguyen Decl., ¶ 14,
9 **Exhibit J**, a true and correct copy of the email exchange between Brian Liu and Dan
10 Nye, dated October 13, 2011.) Mr. Nye responded by stating that Mr. Liu should
11 discuss this issue with Charley Moore, Rocket Lawyer’s founder and Chairman, and
12 copied Mr. Moore on the email exchange. (SS, ¶ 22, Nguyen Decl., ¶ 14, **Exhibit J.**)

13 On October 14, 2011, Mr. Liu had a telephone conversation with Mr. Moore,
14 stating that LegalZoom took issue with Rocket Lawyer’s ads, which promised “Set up
15 a Free LLC... Totally Free,” and “100% Free,” since state filing fees must *always* be
16 paid when setting up an LLC through Rocket Lawyer. (SS, ¶ 23, Nguyen Decl., ¶ 15,
17 **Exhibit K**, a true and correct copy of the email from Brian Liu to Charley Moore,
18 dated October 14, 2011.) Mr. Liu also implored Mr. Moore to read and follow the
19 Federal Trade Commission’s guidelines regarding the use of the word “free” in
20 advertising, which requires, among other things, that “all terms, conditions and
21 obligations upon which receipt and retention of the “Free” item are contingent should
22 be set forth clearly and conspicuously *at the outset of the offer* so as to leave no
23 reasonable probability that the terms of the offer might be misunderstood.” (SS, ¶ 24,
24 Nguyen Decl., ¶ 15, **Exhibit K** (*emphasis added*)). Mr. Liu requested that Rocket
25 Lawyer immediately take down these and other misleading advertisements. (SS, ¶ 25,
26 Nguyen Decl., ¶ 15, **Exhibit K.**)

27 One month later, the misleading Rocket Lawyer advertising still had not been
28 changed or removed. (SS, ¶ 26, Nguyen Decl., ¶ 16, **Exhibit L.**) Beginning

1 November 15, 2011, in a series of emails, Mr. Liu repeatedly requested that Rocket
2 Lawyer discontinue its false advertising and unfair competition practices to no avail.
3 (SS, ¶ 27, Nguyen Decl., ¶ 16, Exhibit L.)

4 Thus, LegalZoom respectfully requests that this Court hold that Rocket
5 Lawyer’s advertisements constitute false advertising under the Lanham Act and false
6 advertng and unfair competition under California law as a matter of law.

7 **III. ARGUMENT**

8 **A. Legal Standard For Summary Judgment**

9 Summary judgment shall be granted “if the movant shows that there is no
10 genuine dispute as to any material fact and the movant is entitled to judgment as a
11 matter of law.” Fed. R. Civ. P. 56(a); see also *Green v. Sun Life Assur. Co.*, 383 F.
12 Supp. 2d 1224, 1226 (C.D. Cal. 2005). A “genuine issue” exists if “a reasonable jury
13 could return a verdict for the nonmoving party” and a fact is material if it “might
14 affect the outcome of the suit under the governing law.” *Anderson v. Liberty Lobby, Inc.*,
15 477 U.S. 242, 248 (1986). The Court shall determine, if practicable, what
16 material facts exist without substantial controversy. *Fleener v. Trinity Broadcasting*
17 *Network*, 203 F. Sup. 2d 1142, 1147 (C.D. Cal. 2001).

18 The initial burden is on the moving party to establish the absence of any
19 genuine issues of material fact and, thereby, establishing entitlement to judgment as a
20 matter of law. Fed. R. Civ. P. 56(c); see also *Celotex Corp. v. Catrett*, 477 U.S. 317,
21 323 (1986); *Anderson*, 477 U.S. at 250. After the moving party has sustained its
22 initial burden, the nonmoving party must come forth with enough evidence to
23 demonstrate the existence of a “genuine issue” of material fact for trial. *Anderson*,
24 477 U.S. at 256; Fed. R. Civ. P. 56(e). The nonmoving party’s burden is such that it
25 must do more than simply show there is some metaphysical doubt as to the material
26 facts. *Matsushita Elec. Industrial Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986);
27 see also *Triton Energy Corp. v. Square D. Co.*, 68 F.3d 1216, 1221 (9th Cir. 1995)
28 (providing that “[t]he mere existence of a scintilla of evidence in support of the

1 nonmoving party's position is not sufficient" to prevent summary judgment).

2 **B. Rocket Lawyer's Advertisements Constitute False Advertising**
3 **Under The Lanham Act**

4 "The purpose of the [Lanham] Act is to insure truthfulness in advertising and to
5 eliminate misrepresentations with reference to the inherent quality or characteristics
6 of another's product." *Coca-Cola Co. v. Tropicana Products, Inc.*, 690 F.2d 312, 318
7 (2d Cir. 1982). The Lanham Act is designed and should be enforced to protect the
8 public from deception by deterring deceivers. *Monsanto Chemical Co. v. Perfect Fit*
9 *Products Mfg. Co.*, 349 F.2d 389, 395-96 (2d Cir. 1965), *cert. denied*, 383 U.S. 942
10 (1966). The Ninth Circuit too has stressed that the trial court's primary function
11 should center on making violations of the Lanham Act unprofitable. *Maier Brewing*
12 *Co. v. Fleischmann Distilling Corp.*, 390 F.2d 117 (9th Cir. 1968); *Playboy*
13 *Enterprises, Inc. v. Baccarat Clothing Co.*, 692 F.2d 1272, 1274 (9th Cir. 1982).

14 To establish a false advertising claim under the Lanham Act², a plaintiff must
15 show: (1) false statement of fact by the defendant in a commercial advertisement
16 about its own or another's product; (2) the statement actually deceived or has the
17 tendency to deceive a substantial segment of its audience; (3) the deception is
18 material, in that it is likely to influence the purchasing decision; (4) the defendant
19 caused its false statement to enter interstate commerce; and (5) the plaintiff has been
20 or is likely to be injured as a result of the false statement, either by direct diversion of
21 sales from itself to defendant or by a lessening of the goodwill associated with its

22
23
24 ² Section 43(a) of the Lanham Act, codified at 15 U.S.C. § 1125(a) provides in pertinent part:

25 (a) Any person who, on or in connection with any goods or services, or any container for goods,
26 uses in commerce any... false or misleading representation of fact, which—

26 (A) ...

27 (B) in commercial advertising or promotion, misrepresents the nature, characteristics, qualities,
28 or geographic origin of his or her or another person's goods, services, or commercial activities,

shall be liable in a civil action by any person who believes that he or she is or is likely to be
damaged by such act. 15 U.S.C. § 1125(a) (1988).

1 products. *Southland Sod Farms v. Stover Seed Co.*, 108 F.3d 1134, 1139 (9th Cir.
2 1997).

3 LegalZoom can show by undisputed facts that Rocket Lawyer has engaged in
4 each element of a Lanham Act false advertising claim, and therefore is entitled to
5 summary judgment on this claim, as a matter of law.

6 **1. Rocket Lawyer’s Advertisements are False Commercial**
7 **Advertisements**

8 **a. Rocket Lawyers advertisements are literally false.**

9 Whether a statement is literally false is a determination to be made as a matter
10 of law. *Allsup, Inc. v. Advantage 2000 Consultants Inc.*, 428 F.3d 1135, 1138 (8th
11 Cir. 2005). Therefore this determination is appropriate for summary judgment.

12 To demonstrate falsity within the meaning of the Lanham Act, a plaintiff may
13 show that the statement was literally false, either on its face or by necessary
14 implication, or that the statement was literally true, but likely to mislead or confuse
15 consumers. *Southland Sod Farms v. Stover Seed Co.*, 108 F.3d at 1139. The test for
16 literal falsity is simple: “if a defendant’s claim is untrue, it must be deemed literally
17 false.” *Castrol Inc. v. Pennzoil Co.*, 987 F.2d 939, 944 (3d Cir. 1993); *see also* 16
18 C.F.R. § 251.1 (2009) (“FTC Guide Concerning The Use of the Word ‘Free’ And
19 Similar Representations”) (false advertising occurs where the “free” offer is not
20 accompanied by a sufficient disclaimer making clear that the offer is not actually
21 free).

22 As stated above, Rocket Lawyer’s advertisements – “Zoom Charges \$99.
23 Rocket Lawyer is Fast, Easy, & Free. Incorporate Your Business Today,”
24 “incorporate for free... pay no fees (\$0),” “form your LLC free at Rocket Lawyer,”
25 “free help from local attorneys,” “free legal review,” and “free” trials of Rocket
26 Lawyer’s “Basic Legal Plan” and “Pro Legal Plan” – are literally false. Rocket
27 Lawyer customers cannot incorporate, form an LLC, get help from local attorneys,
28 get legal review or get trials of Rocket Lawyer’s plans for “free.” Rather, Rocket

1 Lawyer customers seeking to incorporate or form an LLC for “free” through Rocket
2 Lawyer’s services are nonetheless required to pay the state fees associated with
3 incorporation or formation, customers could access Rocket Lawyer’s “free help from
4 local attorneys” and the “free legal review” only if they were **paid** members of
5 Rocket Lawyer’s “Basic Legal Plan” or “Pro Legal Plan,” and customers who signed
6 up for a one-week free trial membership under Rocket Lawyer’s “Basic Legal Plan”
7 or “Pro Legal Plan” were required to enroll in Rocket Lawyer’s “negative option”
8 program. See *Spiegel, Inc. v. Fed. Trade Comm’n*, 494 F.2d 59 (7th Cir. 1974) (“free
9 trial” offers conditioned on customer’s meeting retailer’s credit criteria were not truly
10 free). Accordingly, Rocket Lawyer’s advertisements are literally false as a matter of
11 law.

12 **b. Rocket Lawyers advertisements are commercial**
13 **advertisements.**

14 Commercial advertisements, for purposes of the Lanham Act are: (i)
15 commercial speech; (ii) by a defendant who is in commercial competition with
16 plaintiff; (iii) for the purpose of influencing consumers to buy defendant's goods or
17 services; and (iv) must be disseminated sufficiently to the relevant purchasing public
18 to constitute "advertising" or "promotion" within that industry. *Coastal Abstract Serv.*
19 *Inc. v. First Am. Title Ins. Co.*, 173 F.3d 725, 735 (9th Cir. 1999), citing 15 U.S.C. §
20 1125(a)(1)(B).

21 **(i) Commercial speech.**

22 The Supreme Court has recognized that “expression related solely to the
23 economic interests of the speaker and its audience” will be considered commercial
24 speech. *Oxycal Lab. v. Jeffers*, 909 F. Supp. 719, 724 (S.D. Cal. 1995) (citing
25 *Cincinnati v. Discovery Network*, 507 U.S. 410, 422 (1993)). Rocket Lawyer’s
26 advertisements to customers and potential customers regarding the cost of Rocket
27 Lawyer’s products are purely economic in nature and therefore constitute commercial
28 speech.

1 2. Rocket Lawyer’s Advertisements Are Presumed to Have
2 Deceived and Have the Tendency to Deceive a Substantial
3 Segment of its Audience

4 Rocket Lawyer’s advertisements are likely to deceive their intended audience,
5 the users of online legal help, because they are likely to cause confusion or mistake as
6 to the actual cost of the purportedly “free” Rocket Lawyer services. In any event, if
7 an advertisement is literally false, or if a defendant intentionally misleads customers,
8 a presumption arises that customers were in fact deceived and the burden shifts to the
9 defendant to prove otherwise. *Pom Wonderful LLC v. Coca Cola Co.*, 727 F. Supp.
10 2d 849, 869 (C.D. Cal. 2010) (aff’d in part, vacated in part, remanded sub nom. *Pom*
11 *Wonderful LLC v. Coca-Cola Co.*, 679 F.3d 1170 (9th Cir. 2012)) (“if [the defendant
12 has] intentionally misled consumers, [the court will presume that] consumers were in
13 fact deceived and [the defendant] would have the burden of demonstrating
14 otherwise”); *Southland Sod Farms v. Stover Seed Co.*, 108 F.3d at 1146; see also *The*
15 *William H. Morris Co. v. Group W, Inc.*, 66 F.3d 255, 258 (9th Cir.1995); *United*
16 *Indus. Corp. v. Clorox Co.*, 140 F.3d 1175, 1180 (8th Cir. 1998) (“If a plaintiff proves
17 that a challenged claim is literally false, a court may grant relief without considering
18 whether the buying public was actually misled; actual consumer confusion need not
19 be proved”); *Western States Wholesale, Inc. v. Synthetic Inds., Inc.*, 206 F.R. D. 271,
20 275 (C.D. Cal. 2002) (“When a plaintiff shows that the defendant’s false advertising
21 was intentional, the plaintiff is entitled to a presumption that customers were
22 deceived.”). Since Rocket Lawyer’s advertisements are literally false and Rocket
23 Lawyer was made aware of the literal falsity of its advertisements, but nonetheless
24 intentionally continued to use such false advertisements to confuse and deceive
25 customers into believing that its products and services were somehow “free,” it can be
26 presumed that customers were in fact confused and deceived. Given such legal
27 presumption in LegalZoom’s favor, LegalZoom is entitled to summary judgment on
28 this element.

1 **3. Rocket Lawyer’s Advertisements are Materially Deceptive in**
2 **that it They Are Likely to Influence Purchasing Decisions**

3 Whether for online legal products or other consumer products, use of the word
4 “free” is a highly effective tactic used by retailers to lure customers to their stores and
5 websites. *In re Samuel Stores*, 27 F.T.C. 882 (1938). Rocket Lawyer’s use of the
6 term “free” in its advertising is no different. Rocket Lawyer’s advertisements are
7 likely to cause confusion or mistake as to the true costs of Rocket Lawyer products
8 and services. Given that Rocket Lawyer’s products and services are directed towards
9 economical individuals and small to medium sized businesses, cost is a key factor in
10 such customers’ purchasing decisions. In any event, where defendant’s advertising
11 claims are literally false, such false statements are presumed to be material. See *POM*
12 *Wonderful LLC v. Purely Juice, Inc.*, 2008 WL 4222045, *11 (C.D. Cal. July 17,
13 2008) aff’d, 362 F. App’x 577 (9th Cir. 2009) (actually false claims are presumed
14 material). Accordingly, Rocket Lawyer’s advertisements are materially deceptive.

15 **4. Rocket Lawyer Caused its False Advertisements to Enter**
16 **Interstate Commerce**

17 An advertisement enters into interstate commerce for purposes of the Lanham
18 Act where the advertisement is widely disseminated to the purchasing public. See
19 *Gordon & Breach Science Publishers, Ltd. v. American Institute of Physics*, 859 F.
20 Supp. 1521, 1535-36 (S.D.N.Y. 1994) (“[w]hile the advertising need not be made in a
21 ‘classic advertising campaign,’ but may consist instead of more informal types of
22 ‘promotion,’ the representations... *must be disseminated sufficiently to the relevant*
23 *purchasing public....*”) (emphasis added).

24 “As both a means to engage in commerce and the method by which
25 transactions occur, ‘the Internet is an instrumentality and channel of interstate
26 commerce.’ *United States Sutcliffe*, 505 F.3d 944, 953 (9th Cir. 2007) (quoting
27 *United States v. Trotter*, 478 F.3d 918, 921 (8th Cir. 2007)); see also *Healthport*
28 *Corp. v. Tanita Corp. of America*, 563 F. Supp. 2d at 1179, 1180-81 (providing that

1 statements on the internet constitute advertisements in interstate commerce for
2 purposes of the Lanham Act). Therefore, to prove that a defendant promoted false
3 statements in interstate commerce, the plaintiff can show that a defendant made false
4 statements on the internet. *Del Webb Cmtys., Inc. v. Partington*, 2009 WL 3053709,
5 *11, *16 (D. Nev. Sept. 18, 2009).

6 By placing its false advertisements on the Internet (via search engines such as
7 Google, Yahoo and Bing as well as on its own and other websites), Rocket Lawyer
8 clearly caused its false advertisements to enter interstate commerce.

9 **5. Rocket Lawyer’s False Advertising Caused Actual Injury to**
10 **LegalZoom**

11 It is well established that “a competitor need not prove injury when suing to
12 enjoin conduct that violates section 43(a)” of the Lanham Act. *Harper House, Inc. v.*
13 *Thomas Nelson, Inc.*, 889 F.2d 197, 210 (9th Cir. 1989); *see also Southland Sod*
14 *Farms v. Stover Seed Co.*, 108 F.3d at 1146. Indeed, “an inability to show actual
15 damages does not alone preclude recovery” and the district court may “award the
16 plaintiff any just monetary award so long as it constitutes ‘compensation’ for the
17 plaintiff’s losses or the defendant’s unjust enrichment and is not simply a ‘penalty for
18 the defendant’s conduct.’” *Southland Sod Farms v. Stover Seed Co.*, 108 F.3d at
19 1146 (citations omitted).

20 Given that LegalZoom and Rocket Lawyer are direct competitors for online
21 legal products and Rocket Lawyer’s advertisements are literally false, injury to
22 LegalZoom is presumed and LegalZoom is injured by Rocket Lawyer’s false
23 advertising as a matter of law.³

24 _____
25 ³ In any event, direct diversion of sales from a plaintiff to a defendant constitutes actual injury under
26 the Lanham Act. *Southland Sod*, 108 F.3d at 1139. LegalZoom has lost business and continues to
27 lose business caused by Rocket Lawyer’s false and misleading advertisements and unfair
28 competition practices as a result of at least one customer being diverted to the Rocket Lawyer
website and/or refusing to do business with LegalZoom due to the fact that the Rocket Lawyer
advertisements falsely state that Rocket Lawyer offers “free” incorporation,” “free” LLCs, “free
help from local attorneys,” “free legal review,” and “free” trials of Rocket Lawyer’s “Basic Legal
Plan” and “Pro Legal Plan,” in an amount to be determined at trial.

1 **C. Rocket Lawyer’s Advertising Constitutes False Advertising Under**
2 **Cal. Bus. & Prof. Code § 17500**

3 Because the evidence shows that LegalZoom is entitled to summary judgment
4 on its false advertising claim under the Lanham Act, summary judgment should
5 likewise be granted on LegalZoom’s false advertising claim under California’s false
6 advertising law, Cal. Bus. & Prof. Code § 17500 *et seq.* See, e.g., *J.K. Harris & Co.,*
7 *LLC v. Kassel*, 253 F. Supp. 2d 1120, 1130, n.9 (N.D. Cal. 2003). California’s false
8 advertising law, Cal. Bus. & Prof. Code § 17500 *et seq.*, makes advertising products
9 or services by “untrue or misleading” statements unlawful. See *Brockey v. Moore*, 107
10 Cal. App. 4th 86, 98 (2003), *citing* Cal. Bus. & Prof. Code § 17500. “Section 17500
11 has been broadly construed to proscribe ‘not only advertising which is false, but also
12 advertising which[,] although true, is either actually misleading or which has a
13 capacity, likelihood or tendency to deceive or confuse the public.’” *Colgan v.*
14 *Leatherman Tool Group, Inc.*, 135 Cal.App.4th 663, 679 (2006), *quoting Kasky v.*
15 *Nike, Inc.*, 27 Cal.4th 939, 951 (2002). A claim for false or misleading advertising in
16 violation of Cal. Bus. & Prof. Code Section 17500 requires proof that: (a) defendant
17 intentionally or negligently disseminated an untrue or misleading statement with an
18 intent to dispose of goods or services; (b) the statement was made in California and
19 disseminated to the public in any state; and (3) the statement deceived and harmed the
20 plaintiff.

21 Rocket Lawyer, acting directly or indirectly with the intent to induce members
22 of the public to engage Rocket Lawyer’s services and purchase Rocket Lawyer’s
23 products, made or caused to be made, false and misleading statements in the state of
24 California via the internet that Rocket Lawyer offered “free” incorporation, “free”
25 LLCs, “free help from local attorneys,” “free legal review” and “free” trials of Rocket
26 Lawyer’s Basic Legal Plan” and “Pro Legal Plan.” As stated above, these
27 advertisements are false because customers seeking to “incorporate for free” for form
28 an LLC for “free” through Rocket Lawyer’s services are nonetheless required to pay

1 the state fees associated with incorporation or formation, customers can access Rocket
2 Lawyer’s “free help from local attorneys” and the “free legal review” only if they are
3 **paid** members of Rocket Lawyer’s “Basic Legal Plan” or “Pro Legal Plan,” and
4 customers who sign up for a one-week free trial membership under Rocket Lawyer’s
5 “Basic Legal Plan” or “Pro Legal Plan” must nonetheless enroll in Rocket Lawyer’s
6 negative option program. Rocket Lawyer was made fully aware that its
7 advertisements were false and misleading and so acted in violation of Section 17500
8 of the California Business & Professions Code. Rocket Lawyer’s advertising further
9 violates Section 17509 and Section 17600 *et seq.*⁴ in that the advertisements require,
10 as a condition of the “free” services, the payment of state fees, the purchase of paid
11 membership and/or the enrollment in a trial membership plan subject to a negative
12 option without adequate disclosure to customers. For these reasons, Rocket Lawyer’s
13 advertising constitutes false advertising under California Business & Professions
14 Code Section 17500, *et seq.*

15 **D. Rocket Lawyer’s False Advertising Constitutes Unfair Competition**
16 **Under Cal. Bus. & Prof. Code § 17200**

17 California’s unfair competition law prohibits “any unlawful, unfair or
18 fraudulent business practice and unfair, deceptive, untrue or misleading advertising.
19

20 ⁴Under California’s Negative Option Law (the “California Negative Option Rule”). Cal. Bus. &
21 Prof. Code § 17600 *et seq.*, an offer which includes an automatic renewal provision must include a
22 **clear and conspicuous** disclosure that: (1) the subscription will continue until the customer
23 terminates the contract; (2) the cancellation policy of the offer; (3) the amount of the recurring
24 charges that the customer’s credit card will be charged, and if the amount will change, and if so, the
25 amount that the charge will be changed by, if known; (4) the duration of the automatic renewal term
26 or that the subscription is continuous; and (5) if there is any minimum purchase requirement. The
27 statute spells out the requirements of “clear and conspicuous” and provides that to qualify as “clear
28 and conspicuous, a disclosure must be in larger type than the surrounding text, or in contrasting
type, font or color to the surrounding text of the same size, or set off from the surrounding text of
the same size by symbols or other marks, in a manner that clearly calls attention to the language.”
In addition, the statute requires that the customer be provided with an acknowledgement that
includes the automatic renewal or continuous service offer terms, cancellation policy and
information regarding how to cancel in a manner that is capable of being retained by the customer.
As discussed above, Rocket Lawyer’s negative option disclosure appears in standard font only upon
the customer being directed to enroll in the “free trial.” Accordingly, the disclosure is not clearly
and conspicuously disclosed.

1 Cal. Bus. & Prof. § 17200. “An unlawful business practice within the meaning of
2 [California’s unfair competition law] is one that is forbidden by law, whether civil or
3 criminal, federal, state, or municipal, statutory, regulatory, or court-made.” *People v.*
4 *Servantes*, 86 Cal.App.4th 1081, 1087 (2001). Rocket Lawyer’s false and misleading
5 advertising practices have violated numerous aspects of California’s unfair
6 competition law.

7 First, an “unlawful” business act or practice is an act or practice that is
8 undertaken pursuant to business activity and also forbidden by law. *See People v.*
9 *E.W.A.P., Inc.*, 106 Cal.App.3d 315, 319 (1980). The “unlawful” act can be any act
10 or practice forbidden by civil, criminal, federal, state, municipal, statutory, regulatory
11 or court-made law. *Id.* As explained above, Rocket Lawyer’s false and misleading
12 advertising violates the Lanham Act and the California false and misleading
13 advertising law and, thus, constitutes “unlawful” conduct under California’s unfair
14 competition law.

15 Rocket Lawyer’s use of the term “free” in the aforementioned advertisements
16 not only violates the Lanham Act, but also violates Section 251.1 of the Federal Trade
17 Commission (the “FTC”) Guide⁵ concerning the use of the word “free,” which
18 requires, among other things, that “all terms, conditions and obligations upon which
19 receipt and retention of the “free” item are contingent should be set forth clearly and
20 conspicuously *at the outset of the offer* so as to leave no reasonable probability that
21 the terms of the offer might be misunderstood.” (*Emphasis added*). Consistent with
22 the clear language of the “Free” Guide, the FTC has repeatedly taken enforcement
23 actions against false “free” claims with automatic renewals that are not adequately
24 disclosed at the outset of an advertisement, but are hidden in footnotes and fine print.

25
26
27 ⁵ See *Waul v. Circuit City Stores, Inc.*, WL 1535825, *7 (Cal. App. July 9, 2004)
28 (providing that the guide is an advisory guide suggesting a procedure that will prevent
the use of the term “free” from being misleading when there are terms and conditions
that must be fulfilled before a customer can receive the “free” product or service.)

1 See, e.g., *In the Matter of Prodigy Servs. Corp.*, 125 F.T.C. 430, 434 (Mar. 16, 1998)
2 (Prodigy liable for advertising “free” Internet service but failing to disclose at the
3 outset that customers would be charged if they did not cancel during the trial period);
4 *In the Matter of America Online, Inc.*, 125 F.T.C. 403, 406 (Mar. 16, 1998) (same re.
5 AOL). Stated differently, all of the terms, conditions and obligations should appear in
6 close proximity with the offer of “free” merchandise or service. 16 C.F.R. § 251.1
7 (1998). For example, disclosure of the terms of the offer set forth in a footnote of an
8 advertisement to which reference is made by an asterisk or other symbol placed next
9 to the offer, is not regarded as making disclosure at the outset. *Id.* As indicated
10 above, the terms, conditions and obligations upon which receipt of Rocket Lawyer’s
11 purportedly “free” services and products are contingent are **not** conspicuously and
12 clearly set forth *at the outset of the offer*.

13 Second, in cases between competitors, an act or practice is “unfair” when it
14 “threatens an incipient violation of an antitrust law, or violates the policy or spirit of
15 one of those laws because its effects are comparable to or the same as a violation of
16 the law or otherwise significantly threatens or harms competition. *Cel-Tech*
17 *Communications, Inc. v. Los Angeles Cellular, Tel. Co.*, 20 Cal.4th 163, 187 (1999).
18 As explained above, Rocket Lawyer’s false and misleading advertising has met this
19 standard – Rocket Lawyer’s false and misleading advertisements aim to deceive
20 customers in an attempt to gain a competitive advantage for Rocket Lawyer over
21 LegalZoom.

22 Third, a business act or practice is “fraudulent” if members of the public are
23 likely to be deceived.” See *Committee on Children’s Television v. General Foods*
24 *Corp.*, 35 Cal.3d 197, 211 (1983). Rocket Lawyer’s advertisements deceive and/or
25 attempt to deceive customers as to the cost of Rocket Lawyer’s services and products.
26 As explained above, such advertisements are false and misleading, and the public
27 likely will be deceived by such advertisements.

28 ///

1 **IV. CONCLUSION**

2 Rocket Lawyer's false advertising constitutes false advertising under the
3 Lanham Act and false advertising and unfair competition under California law.
4 LegalZoom, as Rocket Lawyer's direct competitor, has suffered damages as a result
5 of Rocket Lawyer's false advertising. Therefore, LegalZoom respectfully requests
6 that this Court grant LegalZoom summary judgment on the liability element of its
7 false advertising and unfair competition claims, leaving only computation of damages
8 to be determined at trial.

9
10 DATED: September 4, 2013

Respectfully submitted,

11 **GLASER WEIL FINK JACOBS**
12 **HOWARD AVCHEN & SHAPIRO LLP**

13
14 By: /s/ Fred Heather
15 **PATRICIA L. GLASER**
16 **FRED D. HEATHER**
17 **MARY ANN T. NGUYEN**
18 **Attorneys for Plaintiff**
19 **LegalZoom.com, Inc.**

DECLARATION OF MARY ANN T. NGUYEN

I, MARY ANN T. NGUYEN, declare and state as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California and am an Associate of the law firm of Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP, attorneys of record herein for Plaintiff LegalZoom.com, Inc. (“LegalZoom”). I make this declaration in support of Plaintiff LegalZoom’s Motion for Summary Judgment. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. The following is a list of corporation and limited liability company (LLC) filing fees by state. As shown below, every state has a filing fee for corporation and LLC filings. Accordingly, Rocket Lawyer’s advertisements regarding “free” incorporation or LLC formation are false since state filing fees must *always* be paid when setting up a corporation or LLC.

State Name	Corp Filing Fee	LLC Filing Fee
Alabama	\$100	\$100
Alaska	\$250	\$250
Arkansas	\$45	\$45
Arizona	\$60	\$50
California	\$100	\$70
Colorado	\$50	\$50
Connecticut	\$250	\$120
Delaware	\$89	\$90

1	Florida	\$35	\$100
2	Georgia	\$100	\$100
3	Hawaii	\$75	\$75
4	Idaho	\$100	\$100
5	Illinois	\$175	\$500
6	Indiana	\$90	\$90
7	Iowa	\$20	\$50
8	Kansas	\$90	\$165
9	Kentucky	\$50 ⁶	\$40
10	Louisiana	\$75	\$100
11	Maine	\$145	\$175
12	Maryland	\$120 ⁷	\$100
13	Massachusetts	\$275	\$500
14	Michigan	\$60	\$50
15	Minnesota	\$135	\$135
16	Missouri	\$50	\$50
17	Mississippi	\$50	\$50
18	Montana	\$70	\$70
19	Nebraska	\$60	\$100
20	Nevada	\$75	\$75
21	New Hampshire	\$100	\$100
22	New Jersey	\$125	\$125
23	New Mexico	\$100	\$50
24	New York	\$125	\$200
25	North Carolina	\$125	\$125

27 ⁶ Includes \$10.00 organization tax fee for 1,000 shares or less.

28 ⁷ Includes \$20.00 organization and capitalization fee.

1	North Dakota	\$100	\$125
2	Ohio	\$125	\$125
3	Oklahoma	\$50	\$100
4	Oregon	\$100	\$100
5	Pennsylvania	\$125	\$125
6	Rhode Island	\$230	\$150
7	South Carolina	\$110	\$110
8	South Dakota	\$150	\$150
9	Tennessee	\$100	\$300
10	Texas	\$300	\$300
11	Utah	\$70	\$70
12	Vermont	\$125	\$120
13	Virginia	\$75	\$100
14	Washington	\$180	\$180
15	Washington D.C.	\$220	\$220
16	West Virginia	\$50	\$100
17	Wisconsin	\$100	\$130
18	Wyoming	\$100	\$100

19 3. On Rocket Lawyer’s “About Us” webpage, Rocket Lawyer touts to
20 provide affordable legal services to individuals, families and business owners. A true
21 and correct copy of Rocket Lawyer’s “About Us” webpage is attached thereto as
22 **Exhibit A.**

23 4. At least in 2011, 2012 and 2013, Rocket Lawyer advertised “Zoom
24 Charges \$99. Rocket Lawyer is Fast, Easy, & Free. Incorporate Your Business
25 Today,” “free” incorporation and “free” limited liability companies (LLCs). For
26 example, Rocket Lawyer has advertised “Incorporate for Free... Pay No Fees \$0,”
27 “Incorporate Your Business at Rocket Lawyer Free,” “Form Your LLC Free at
28 Rocket Lawyer” and “Free... LLCs.” A true and correct copy of Rocket Lawyer’s

1 advertisements containing these claims is attached hereto as **Exhibit B**.

2 5. Rocket Lawyer's customers are required to pay the state fees associated
3 with incorporation and formation. A true and correct copy of Rocket Lawyer's state
4 filing options showing the state fee requirement through Rocket Lawyer's services is
5 attached hereto as **Exhibit C**.

6 6. Rocket Lawyer customers who access the Rocket Lawyer link to the
7 "Incorporate for Free... Pay No Fees \$0," "Incorporate Your Business at Rocket
8 Lawyer Free," "Form Your LLC Free at Rocket Lawyer" or "Free... LLCs" do not
9 discover that they must actually pay the state filing fees until after they have accessed
10 the Rocket Lawyer website, completed a "company setup" and filled out information
11 relating to the "company details." Indeed, the state filing fees do not appear until
12 after a customer has accessed the Rocket Lawyer website, completed a "company
13 setup" and filled out information relating to the "company details." A true and
14 correct copy of Rocket Lawyer's "Interview" for "Company Set-Up" and "Company
15 Details" is attached hereto as **Exhibit D**.

16 7. At least in 2012, Rocket Lawyer advertised "Free help from local
17 attorneys" and "Free legal review." A true and correct copy of Rocket Lawyer's
18 advertisements containing these claims is attached hereto as **Exhibit E**.

19 8. As provided by Rocket Lawyer's On Call Terms of Service, Rocket
20 Lawyer's customers could access "help from local attorneys" or "legal review" for
21 free only if they were "Eligible Members" who had either (a) purchased three
22 consecutive months of Rocket Lawyer's monthly Legal Plan, or (b) purchased a
23 Rocket Lawyer annual Legal Plan. A true and correct copy of Rocket Lawyer's On
24 Call Terms of Service, dated July 2012, as printed on November 27, 2012, stating this
25 requirement, is attached hereto as **Exhibit F**.

26 9. The paid-membership requirement for access to Rocket Lawyer's
27 purported "free help from local attorneys" and "free legal review" was not disclosed
28 in close proximity to the advertisements on Rocket Lawyer's website. Indeed, the

1 paid-membership requirement was only disclosed in Rocket Lawyer’s “On Call
2 Terms of Service,” which was accessible to customers on a separate link. *See*
3 [http://www.rocketlawyer.com/on-call-terms-of -service.rl](http://www.rocketlawyer.com/on-call-terms-of-service.rl).

4 10. Rocket Lawyer subsequently changed the language of its “On Call
5 Terms of Service” to provide that “Customers who enter into a one week (seven (7)
6 calendar days) free trial are eligible to receive one (1) free legal matter
7 consultation...” after LegalZoom filed its original Complaint. The access to “free
8 help from local attorneys” and “free legal review” during a “free trial” was not
9 available before LegalZoom’s filing of the original Complaint. True and correct
10 copies of Rocket Lawyer’s On Call Terms of Service, dated July 2012, as printed on
11 November 27, 2012 and Rocket Lawyer’s On Call Terms of Service, dated November
12 2012, as printed on November 29, 2012, showing Rocket Lawyer’s On Call Terms of
13 Service before service of the Complaint and Rocket Lawyer’s On Call Terms of
14 Service after service of the Complaint, are attached hereto as **Exhibits F and G**,
15 respectively.

16 11. As shown in Rocket Lawyer’s On Call Terms of Service, dated
17 November 2012, as printed on November 29, 2012, access to the advertised “free help
18 from local attorneys” and the “free legal review” was still conditioned upon
19 customers actively enrolling in Rocket Lawyer’s trial membership and providing
20 Rocket Lawyer with their credit card information. *See Exhibit G*.

21 12. At least in 2012 and 2013, Rocket Lawyer advertised on its website
22 “free” trials of its “Basic Legal Plan” and “Pro Legal Plan.” A true and correct copy
23 of Rocket Lawyer’s advertisements containing these claims is attached hereto as
24 **Exhibit H**.

25 13. However, as shown in Rocket Lawyer’s “Free” Trial Enrollment Page,
26 customers who sign up for a one-week free trial membership under the “Basic Legal
27 Plan” or “Pro Legal Plan” must first provide Rocket Lawyer with their credit card
28 information and enroll in Rocket Lawyer’s “negative option” program – *i.e.*, a

1 program in which customers are automatically enrolled and billed and must contact
2 Rocket Lawyer to opt out of. No further acknowledgement regarding the negative
3 option is provided. A true and correct copy of Rocket Lawyer's "Free" Trial
4 Enrollment Page is attached hereto as **Exhibit I**.

5 14. On October 13, 2011, LegalZoom's Chairman, Brian Liu, contacted
6 Rocket Lawyer's CEO, Dan Nye, stating that there were "important issues that
7 [LegalZoom's] legal department has brought up regarding [Rocket Lawyer's]
8 advertising." Dan Nye responded by stating that Liu should discuss this issue with
9 Charley Moore, Rocket Lawyer's founder and Chairman, and copied Moore on the
10 email exchange. A true and correct copy of this email exchange is attached hereto as
11 **Exhibit J**.

12 15. On October 14, Brian Liu had a telephone conversation with Charley
13 Moore, stating that LegalZoom took issue with Rocket Lawyer's ads, which promised
14 "Set up a Free LLC... Totally Free," and "100% Free," since state filing fees must
15 always be paid when setting up an LLC through Rocket Lawyer. Brian Liu also
16 asked Charley Moore to read and follow the Federal Trade Commission's guidelines
17 regarding the use of the word "free" in advertising, which requires, among other
18 things, that "all terms, conditions and obligations upon which receipt and retention of
19 the "Free" item are contingent should be set forth clearly and conspicuously *at the*
20 *outset of the offer* so as to leave no reasonable probability that the terms of the offer
21 might be misunderstood." This conversation was memorialized in an email from
22 Brian Liu to Charley Moore, dated October 14, 2011. A true and correct copy of this
23 email is attached hereto as **Exhibit K**.

24 16. In November 2011, Rocket Lawyer's advertising regarding "free" trials
25 and services still had not been changed or removed; as a result, beginning November
26 15, 2011, in a series of emails, Brian Liu repeatedly requested that Rocket Lawyer
27 discontinue its false advertising and unfair competition practices. A true and correct
28 copy of this email is attached hereto as **Exhibit L**.

1 I declare under penalty of perjury pursuant to the laws of the State of California
2 that the foregoing facts are true and correct.

3 Executed on September 4, 2013 at Los Angeles, California.

4
5 /s/ Mary Ann T. Nguyen
6 MARY ANN T. NGUYEN
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Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

Exhibit A

[Personal](#) [Business](#) [Find a lawyer](#) [Pricing](#) [Help](#)

About Us

What we do

Careers

Executive Team

Board

Investors

Partners

In the media

Press releases

Our blogs

Press inquiries

Contact us

**We believe everyone
deserves affordable and simple
access to legal services.**

*- Charley Moore, Esq.,
Founder & Executive Chairman*

Helping 20 million people. Just like you.

Our laws were created to protect and empower us — as individuals, families and business owners — but many people don't get the help they need because of costly legal fees and complexity.

At Rocket Lawyer, we want to change things by making legal services affordable, simple and available to more people than ever before. I'm proud to say that we've been able to build a service that millions of people rely upon. Every day we spend our time and resources making it easier for people to get the legal help they need, so they can focus on what's really important — taking care of their families and building strong businesses.

We combine free legal documents and free legal information with access to affordable representation by licensed attorneys. With Rocket Lawyer On Call, you can create a Will for your family for free or incorporate a business free from legal fees. Then, because we know there's no replacement for qualified counsel, local attorneys are here to help when you need more guidance. With Rocket Lawyer you never have to go it alone.

Our commitment to affordable and accessible legal services is at the heart of everything we do. Most attorneys and bar associations agree that much can and should be done to improve access to the law by reducing cost and complexity. We invite you to try our service and see why customers like Sean Reid say they're glad to have Rocket Lawyer On Call®.

Together, we'll make the law work for you.

Charley

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Legal dictionary

For Attorneys

Add your lawyer profile

Get matched with clients

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Assistance

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(877) 881-0947

Call us Monday-Friday 6

RocketLawyer UK

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ABOUT SSL CERTIFICATES

Exhibit B



LegalZoom

Business Services · Document Service · Glendale, California

Create a Page

- Wall
- Info
- Friend Activity (2+)
- Video Contest
- Free Joe!
- Guides & Education
- Post
- Fun Stuff
- Welcome
- MORE-

About

Start your business, get a trademark or patent, and protect your family wit...

More

111,921 like this

2,606 are talking about this

Likes See All



Also on:



Create a Page

ADD to My Page's Favorites



Wall LegalZoom · Everyone (Most Recent)

Share: Post Photo Link Video

Write something...

LegalZoom
 How about a little fill-in-the-blank fun on a Monday afternoon? I became a small business owner because _____.

32 people like this.

View all 67 comments

Write a comment...

I went to a reputable car dealer and started working on a 2001 Chrysler Town & Country. Like the commercial, I asked for the CarFax, the salesman brought out Auto Check, which said the vehicle was good. This is a replacement vehicle for one that was rolled, so I didn't want a wreck. The vehicle is having a bunch of transmission problems. I made sure the payment would be primarily by the insurance with some for me to pay. Just out of curiosity, I ran a CarFax which shows the vehicle was involved in an accident 2 years ago. I would NOT have begun the deal if I had known the vehicle had been wrecked. What to do??

Like · Comment · 4 hours ago

LegalZoom This is a great question for Free Joe, Thomas. Come join us tomorrow morning to repost your question for attorney Joe Escalante. Get all the details here: <http://zoo.mn/FreeJoe>

2 hours ago · Like

Write a comment...

What are the rights of grandparents? My son & his wife are in Savannah, Georgia & I live in Springfield, Missouri. The grandson was two in September and I've spent a total of 6 hours with him. My daughter-in-law do NOT get along. Surely 6 hours in two years is as wrong legally as it is privately!!

Like · Comment · 22 hours ago

LegalZoom Hi Susan, This is a great question for Free Joe. Come join us on Tuesday or Friday to repost your question for attorney Joe Escalante! <http://zoo.mn/FreeJoe>

20 hours ago · Like

Write a comment...

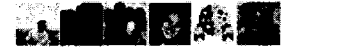
You and LegalZoom



16 friends like this.

3 friends worked here.

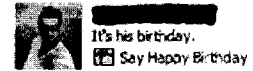
Find Friends from Overseer.net



15 of your friends have worked at Overseer.net. Find more people you know from Overseer.net.

Find Friends

Birthdays See All



It's his birthday.

Say Happy Birthday

Sponsored Create an Ad

Learn SEO from Experts appsuno.com



Rand Fishin, co-founder of SEOmoz, teaches you the ins and outs of SEO in this exclusive free video.

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Adtext:

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https://www.google.com/search?q=incorporation&og=incorporation&supexp=chrome,mod=16&sourceid=chrome&ie=UTF-8

Search

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

Ads related to incorporation

The Company Corporation @ J Incorporate.com
www.incorporate.com/incorporation
 Formed more Corporations than any competitor since 1899!
 Incorporate in Any State Get a Business License Online
 Form an LLC in Any State Incorporations vs. LLC's

Incorporate for Free | RocketLawyer.com
www.rocketlawyer.com/CA-incorporate
 868-231-5787 - Pay No Fees (\$0) Simple California Incorporation!
 408 people +1'd or follow Rocket Lawyer

CA Corps \$149.95 Complete - Includes State Fee, Book, Seal
www.amerilawyer.com/
 Minutes, Stock, Atty Fee & More.

Incorporation of the Bill of Rights - Wikipedia, the free encyclopedia
en.wikipedia.org/wiki/incorporation_of_the_Bill_of_Rights
 The incorporation of the Bill of Rights (or incorporation for short) is the process by which American courts have applied portions of the U.S. Bill of Rights to the ...
 History - Specific amendments - Reverse incorporation - References

\$49 Online Inco
www.infile.com/Ea
 Free Minutes and B
 Free Registered Ag

Incorporate.in.C
www.mysacorpo
 \$39+State Fees.
 Fast, Cheap, Reliat

California Inco
www.smallbiz.com/
 Only \$31 + state fe
 1000's formed annu

BizFilings- Office
www.bizfilings.com/
 Incorporate Your B
 State. Trusted Serv

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www.directincorpo

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Glendale, CA
 Change location

Show search tools

Screen Grab 10.10.2011

Keyword: legal zoom california llc

Channel: Yahoo

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 The Leading Online Legal Center. As Seen in USA Today & Entrepreneur.
www.LegalZoom.com

Zoom Costs \$99 We're Free
 Form LLC. Incorporate Your Business at Rocket Lawyer Free. Start Today
rocketlawyer.com/free-incorporation

California LLC
 \$25 Incorporation Service. Over 50K LLCs and Corps filed since 2004!
www.Incfile.com/California

Form an LLC in California

FILTER BY TIME
 Anytime
 Past day
 Past week
 Past month

Screen Grab 10.10.2011
Keyword: legal zoom llc
Channel: Yahoo!

Hi Guest | Sign In | Help



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1,095,000 results

WEB IMAGES VIDEO SHOPPING APPS BLOGS MORE

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Anytime

Past day

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Forming an LLC can protect your assets by limiting your personal liabilities. Start your
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LegalZoom: Online Legal Document Services: LLC, Wills...

Online legal document preparation services for estate planning, trademarks, corporations

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Registered Agent
[www.inclife.com](#)

Patent Services

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[www.inventsei.com](#)

Download Legal Forms

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One Click! Immediate Download.
[www.1StopLegal.com](#)

Sponsored Results

Screen Grab: 06.13.2013

Channel: Google

The screenshot shows a Google search results page. At the top, the search bar contains the text "rocket lawyer free". Below the search bar, there are navigation links for "Web", "Images", "Maps", "Shopping", "Applications", "More", and "Search tools". The search results show 7 personal results and 13,300,000 other results. The first result is an advertisement for "Rocket Lawyer™ (Official) - Free Legal Documents & Services" with the URL "www.rocketlawyer.com". Below the ad, there is a snippet: "We Guide You Step-By-Step. Rocket Lawyer has 491 followers on Google+." To the right of this snippet are links for "Free Living Wills", "Free Legal Forms & LLCs", "Free Power Of Attorney", and "Free Lease Agreements". Below the ad, there is a section for "Rocket Lawyer" with the URL "www.rocketlawyer.com/faq.r1" and a snippet: "What is the difference between a free document and a Free Trial? ... who are interested in these features, Rocket Lawyer has a separate Free Trial just for you." Below this, there is another section for "Rocket Lawyer: Affordable Legal Services, Free Legal Documents ..." with the URL "www.rocketlawyer.com/" and a snippet: "Manage all of your legal needs online. Create legal documents and legal forms instantly with safe & secure storage, e-signatures and lawyer review." Below this, there is a section for "Free Online Legal Forms & Legal Documents | Rocket Lawyer" with the URL "www.rocketlawyer.com/legal-documents-forms.r1". At the bottom of the page, there is a taskbar with various icons and a system tray showing the date and time as 2:31 PM on 6/13/2013.

URL: https://www.google.com/#output=search&client=psv-ab&q=rocket+lawyer+free&og=rocket+lawyer+free&rs_l=hp_3_014_409_3079_0_3174_16_14_0_4_4_0_203_1728_5181_14_0_0_0...1c.1.17.psv-ab.6OMF2gggBms&pbx=1&bat=on.2.ot.r_cp.r_of.&bvm=bv.47883778.d.eWU&fp=82fdc25a8866id9a7&biw=1280&bih=893

Exhibit C

Screen Grab: 06.13.13

Channel: Rocket Lawyer Website

The screenshot shows a web browser window with the URL <https://secure.rocketchawyer.com/incorporation/view/41f9dd1a-8922-4c9a-a656-38d169df0272>. The page features a navigation bar with the 'ROCKET' logo and a search bar. A progress bar indicates the current step: 'Incorporation: Interview'. Below this, a horizontal menu lists the steps: 'Company Setup', 'Company Details', 'Options', 'Reviews', and 'Checkout'. The main content area is titled 'State Filing Option' and includes a 'Have questions? Call us at 888-627-1186 for help.' section. It lists 'California LLC' as the selected state and provides 'State Filing Options': 'Standard filing (\$90)' and 'Expedited filing (\$500)'. A testimonial from 'Fery, Louise/Coalk' states: 'It was really easy and intuitive to incorporate my property management business with Rocket Lawyer. They gave me everything I needed, and it was a straightforward process.' Navigation buttons for 'Back', 'Continue', and 'Save for later' are visible. The footer contains the URL <https://secure.rocketchawyer.com/incorporation/view/41f9dd1a-8922-4c9a-a656-38d169df0272> and the ID '809927.1'.

The screenshot shows a web browser window with the URL <https://secure.rocketlawyer.com/incorporation/view/5fa8e520-2449-4241-9e4a-d0d098b1f683>. The page features a navigation bar with the 'ROCKET' logo and several menu items: 'Quick Tracker', 'Make a document', 'Talk to a lawyer', 'Incorporate a business', and 'Share your account'. A progress bar indicates the current step is 'Incorporation: Interview', with other steps being 'Company Setup', 'Company Details', 'Options', 'Review', and 'Checkout'. The main content area is titled 'State Filing Option' and includes a 'Need more help?' section with a phone number (888) 827-1186. Below this, there is a 'California C-Corp' section with 'State Filing Options' listed: 'Standard filing (\$120)' and 'Expedited filing (\$530)'. A 'Save for later' button is visible. The footer contains the URL and the ID '809927.1'.

Exhibit D

ROCKET

Incorporation: Interview

Company Data Company Description Client Review Checklist

Who will be the Primary Contact?

All information you provide about your incorporation often sets the primary contact. It will be the primary contact for all correspondence. Any company information you provide will be shared with our legal team.

First Name:

Last Name:

Business Address: Business address is not the same as an invoice address. This address is used for our records and for shipping.

City:

State:

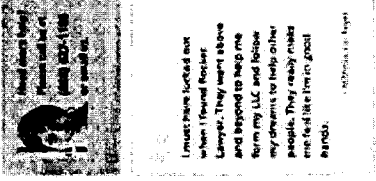
Zip Code:

Phone Number: Area code (e.g. 415) 251-527-6119

Email:

Confirm Email:

By submitting this form, you agree that you are authorized to receive & complete legal filings for incorporation.



Screen Grab 06.14.2013

Channel: Rocket Lawyer Website

The screenshot shows a web browser window with the URL <https://secure.rocketlawyer.com/interview/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021?firststage=true&page=48b2f132-a956-461e-9cc1-21c956c27256>. The page title is "ROCKET" and the navigation menu includes "Quick Tools", "Make a document", "Talk to a lawyer", "Incorporate a business", and "Share your account". The main content area is titled "Incorporation: Interview" and features a progress bar with steps: "Company Setup", "Company Details", "Options", "Review", and "Checkout". The current step is "Company Setup", which includes the instruction "Please confirm your state and entity".

Incorporation: Interview

Company Setup Company Details Options Review Checkout

Please confirm your state and entity

Select the state for filing
California

Select your entity type
 LLC
 S-Corporation
 C-Corporation
 Non-Profit

If you need help at any point during the interview, feel free to call our incorporation specialists directly at 888-827-1186. We are happy to answer your questions.

Back Continue Save for later

Need more help? Please call us at 888-827-1186

I don't give a lot of endorsements, but I've recommended Rocket Lawyer to several friends. I incorporated my home Family entertainment business, easily created various valuable documents, and love that I can access all my documents in one place. Rocket Lawyer is a huge asset for the small business owner.

- Terry, Moses

URL: <https://secure.rocketlawyer.com/interview/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021?firststage=true&page=48b2f132-a956-461e-9cc1-21c956c27256>

809927.1

ROCKET **Lawyer**

[Make a document](#) [Talk to a lawyer](#) [incorporate a business](#) [Share your account](#)

Incorporation: Interview

Company Setup Company Details Options Review Checkout

Company Name
Enter your company or organization name:

Company designator
LLC

Company Description
A short description of your business is needed to complete your application. For example "Providing IT consulting services" or "Managing Real Estate".

Is the Primary Contact a Member of the LLC?
 Yes No

Need more help?
Please call us at
(888) 637-1186
or email us

Help

Enter your company or organization name:
company_name

Company designator:
Enter your company or organization name:

You may choose any name that is not likely to mislead the public and is not already in use. The name chosen must be distinguishable from any other corporate name which is already on file in the state in which you

[CHAT WITH US](#) [\(877\) 801-0947](#)

[Rocket Lawyer](#) [Rocket Lawyer](#) [Rocket Lawyer](#)

URL: <https://secure.rocketlawyer.com/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021>

The screenshot shows a web browser window with the URL <https://secure.rocketlawyer.com/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021>. The page title is "ROCKET" and the navigation menu includes "Talk to a lawyer", "Incorporate a business", and "Share your account". The main content area is titled "Incorporation: Interview" and features a progress bar with steps: "Company Setup", "Company Details", "Options", "Review", and "Checkout". The current step is "Company Setup". Below the progress bar is a question: "Are there additional members of your LLC you would like to identify?". There are radio buttons for "No" (selected) and "Yes", and buttons for "Back", "Continue", and "Save for later". To the right of the question is a testimonial box with a photo of a woman and the text: "I must have lucked out when I found Rocket Lawyer. They went above and beyond to help me form my LLC and follow my dreams to help other people. They really make me feel like I'm in good hands. - Michele, Los Vegas". At the bottom of the page, there is a "CHAT WITH US" button and a phone number "(877) 818-1097". The footer contains the URL <https://secure.rocketlawyer.com/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021>.

Screen Grab: 06.14.2013

Channel: Rocket Lawyer Website

The screenshot shows a web browser window with the URL <https://secure.rocketlawyer.com/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021>. The page is titled "ROCKET" and features a navigation bar with links: "Rocket Lawyer", "Make a document", "Talk to a lawyer", "Incorporate a business", and "Share your account". A search bar is located in the top right corner.

The main content area is titled "Incorporation: Interview" and includes a progress bar with the following steps: "Company Setup", "Company Details", "Options", "Review", and "Checkout". The "Company Setup" step is currently active.

The primary heading is "Add these options to your incorporation order". Below this, there is a section titled "Who will serve as your Registered Agent?" with four radio button options:

- Rocket Lawyer will serve as my registered agent. (\$129/year)
- The Primary Contact will serve as the registered agent.
- I will designate another registered agent.
- Help me decide.

Buttons for "Back", "Continue", and "Save for later" are positioned below the options. To the right, a "Help" section is visible, containing the text: "Who will serve as your Registered Agent? An individual can serve as their own registered agent or choose a company such as Rocket Lawyer. The registered agent must be available during normal business hours to receive documents for your business, including legal actions and official notices from the state. If you select a company to serve as your registered agent..."

At the bottom of the page, there is a "CHAT WITH US" button and a contact number: "(877) 881-0947". A footer contains the URL <https://secure.rocketlawyer.com/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021> and the ID "809927.1".

Incorporation: Interview

Company Setup **Company Details** Options Review Checkout

Add these options to your incorporation order

Would you like us to apply for a federal tax identification number?

Yes, please obtain my Tax ID for me. (\$60)

No, thanks. I'll get my Tax ID on my own.

[Back](#) [Continue](#) [Save for later](#)

Help

Would you like us to apply for a federal tax identification number?

Most new businesses are required to have a federal tax identification number (also known as Tax ID or EIN).

It is required if you plan to open a bank account, hire employees or report taxes to state and federal authorities.

CHAT WITH US (877) 851-0547

ROCKET LAWYER

URL: <https://secure.rocketlawyer.com/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021>

9:33 AM 6/13/2013

Screen Grab: 06.14.2013

Channel: Rocket Lawyer Website

The screenshot shows a web browser window with the URL <https://secure.rocketlawyer.com/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021>. The page title is "ROCKET Lawyer". The navigation bar includes "Rocket Lawyer", "Make a document", "Talk to a lawyer", "Incorporate a business", and "Share your account". The main content area is titled "Incorporation: Interview" and features a progress bar with steps: "Company Setup", "Company Details", "Options", "Review", and "Checkout". The "Options" step is currently active. Below the progress bar, the text reads "Add these options to your incorporation order". A section titled "The Corporate Kit & Seal completes your business formation:" lists two options: "Corporate Kit & Seal (\$89)" and "Personalized Corporate Seal (\$40)". The "Corporate Kit & Seal" option includes stock certificates, company binder, personalized corporate seal, and sample business forms. The "Personalized Corporate Seal" option is selected. There are "Back", "Continue", and "Save for later" buttons. A testimonial from Jerry Liberman, Esq. states: "It was really easy and intuitive to incorporate my property management business with Rocket Lawyer. They gave me everything I needed, and it was a straightforward process." A "CHAT WITH US" button is visible in the bottom right corner.

URL: <https://secure.rocketlawyer.com/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021>

809927.1

Screen Grab: 06.14.2013
Website: Rocket Lawyer Website

ROCKET

Home | **Make a document** | Talk to a lawyer | Incorporate a business | Share your account

Need more help? Please call us at (888) 827-1188 or email us.

Incorporation: Interview

Company Setup | Company Details | Options | Review | Checkout

State Filing Option

Have questions? Call us at 888-827-1188 for help.

California LLC

State Filing Options:

- Standard filing (\$90)
Standard processing time in California is 5 to 6 weeks. Fee includes \$5 for a certified copy of the Articles of Organization from the state.
- Expedited filing (\$500)
You will receive electronic copies of your documents in 3 Business Days. Additional time for mailing of documents may apply.

[Back](#) [Continue](#) [Save for later](#)

CHAT WITH US (877) 815-0947

Address Book | Recent Lawyer

9:15 AM 6/14/2013

URL: <https://secure.rocketlawyer.com/incorporation/view/613a9c1c-7239-4902-bc39-2fad1bee4021>

809927.1


Exhibit E

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Plans & Pricing

	Free Membership	Basic Legal Plan	Pro Legal Plan 
	Try It Free	<ul style="list-style-type: none"> Annual: \$9.99/mon.* Monthly: \$19.95/mon.* 	<ul style="list-style-type: none"> Annual: \$39.25/mon.* Monthly: \$39.95/mon.*
		Sign Up	Sign Up
Features		Try It Free	Try It Free
Create Legal documents	Free Letters & Forms	Personal	Professional & Personal
Get documents reviewed by local attorneys		Personal	Professional & Personal
Free help from local attorneys		Personal	Professional & Personal
Legal health tools	✓	✓	✓
Access your documents instantly	✓	✓	✓
Personalized next steps	✓	✓	✓
Edit, share and print		✓	✓
Free document eSign service		✓	✓



Rocket Lawyer provides "access to the most complete legal service online, including a comprehensive set of legal documents and resources." *-Business Insider*

Have more questions?

Find answers to common questions in our Help Center.

Are you a lawyer?

Learn how Rocket Lawyer can help you connect with new clients.

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Home > My Legal Documents > My Complete Will

My Complete Will Edit title

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**LAST WILL AND TESTAMENT
OF**

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

**ARTICLE I
IDENTIFICATION OF FAMILY**

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

**ARTICLE II
PAYMENT OF DEBTS AND EXPENSES**

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

**ARTICLE III
PET CARE DIRECTIVES**

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

I give my following pet(s):

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

**ARTICLE IV
DISPOSITION OF PROPERTY**

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Created by: Mary Nguyen
Created Date: 10/3/2012
Size: 60.0 KB
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Exhibit F

Agreement between You and Rocket Lawyer Incorporated

These Terms and Conditions are an agreement between you ("Eligible Member") and Rocket Lawyer Incorporated ("Rocket Lawyer") regarding your use of the Rocket Lawyer On Call® ("On Call") benefits and features as set forth below. These On Call Terms and Conditions, and the RocketLawyer.com Terms and Conditions, which covers your use of the information, software, products, and services contained in or available through the RocketLawyer.com website (and together, the "Agreement"), constitute a legal agreement between you and Rocket Lawyer regarding your access to, or use of On Call. On Call is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your trial membership or purchase of a Rocket Lawyer Legal Plan constitutes your acceptance and agreement to all such terms, conditions, and notices.

Rocket Lawyer On Call® & Legal Plans

You may purchase a monthly or annual Rocket Lawyer Legal Plan. Rocket Lawyer Legal Plans may include certain access to Legal Information, which includes, but is not limited to, questions, answers, articles and legal forms that are available from time to time on the RocketLawyer.com website. For Eligible Members (as defined below), Legal Plans may also include access to legal services from Rocket Lawyer On Call attorneys on the terms and conditions as described herein. You may not transfer or assign your Legal Plan to another party; *provided, however*, that certain benefits may allow an Eligible Member to extend coverage to your Eligible Family Members (as defined below), or your designated business. The "Effective Date" for each Eligible Family Member shall be the date on which the Eligible Member elects to extend coverage to such family member.

For the purposes of this Agreement:

1. The term "Eligible Member" includes any individual who either (a) purchases three (3) consecutive months of a Rocket Lawyer monthly Legal Plan, or (b) purchases a Rocket Lawyer annual Legal Plan.
2. The term "Eligible Family Member" includes: (a) an Eligible Member's spouse or domestic partner; (b) a dependent individual under the age of 25; (c) a dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability; and (d) dependent individuals living in the Eligible Member's home such as a parent or grandparent. Each Eligible Family Member to whom you extend coverage under this Agreement is considered an Eligible Member under On Call and is bound by the terms of this Agreement.
3. Eligible Members have access to pre-negotiated billing rates and service commitments from a nationwide network of attorneys. Eligible Members may receive the benefits described below from a third party independent attorney or law firm ("Service Provider"), but, not from any employee or agent of Rocket Lawyer. Rocket Lawyer does not provide legal services directly. All such services are delivered in connection with a separate relationship between the Service Provider and you, to which Rocket Lawyer is not a party. Each Service Provider is solely responsible for the legal services provided directly to you, using a separate attorney agreement between you and the Service Provider.

Benefits & Features

The following services may be available at no charge from your Service Provider depending on your membership level:

- A set limit of free consultations with a Service Provider per year;
- A set limit of legal document reviews up to ten (10) pages each:

- Legal documents will be eligible for review if such documents meet the 10-page maximum requirement and such documents have the same font size and style as generated by the RocketLawyer.com website ("Legal Document Requirements"). Legal documents that do not meet the Legal Document Requirements may be reviewed at the Service Provider's discounted rate;
- Review of a Simple Will for the Eligible Member and his or her family, as well as update the Will annually for free. A Simple Will is a last will and testament completed on the Rocket Lawyer site distributing personal property and homestead, not involving trusts, specific bequests, real estate, tax matters, guardianships, living wills, health care proxies or partitions; and,
- Assistance in resolving matters with certain government programs, such as INS and welfare.
- When deemed appropriate by the Service Provider, such Service Provider may:
 - write letters on the Eligible Member's behalf (one letter per legal matter up to two (2) pages, with no limit on the number of new legal matters);
 - make phone calls on the Eligible Member's behalf (one phone call per legal matter, with no limit on the number of new legal matters);
 - provide assistance with small claims court matters.
- Additional details about your plan coverage can be found by calling 888-627-1192 or by visiting <http://www.rocketlawyer.com/plans-pricing.rl> while logged into your account.

Rocket Lawyer will negotiate discounted rates for certain services from Service Providers and publish such pre-negotiated rates and services on the Rocket Lawyer website, if and when available to Eligible Members. If an Eligible Member engages a Service Provider, such Service Provider has contracted to charge no more than \$125.00 per hour, or 40% off the Service Provider's usual and customary hourly rate, whichever is greater, for legal care that goes beyond the benefits and features above.

In the case of additional services beyond the benefits and features listed above, including matters where the Service Provider provides a flat rate price for their services, other fee arrangements shall be negotiated directly between the user and the Service Provider, as needed.

Important: Service Providers may require an initial retainer and/or independent retainer/engagement agreement prior to delivery of services. Services Providers may also require additional payment for certain services and out-of-pocket expenses.

Exclusions from On Call

The following items are specifically excluded from the Legal Plans, and are not benefits of On Call:

- Any action that directly or indirectly involves Rocket Lawyer Incorporated or any of its affiliates, directors, agents, or employees;
- Any action that directly or indirectly involves any Service Provider; *provided, however*, that a Service Provider may, at its sole discretion and risk, represent an Eligible Member in a matter in which another Service Provider is representing another party as legal counsel;
- For employer-sponsored Legal Plans, any action by an Eligible Member of such Legal Plan that directly or indirectly involves such Eligible Member's employer sponsor;
- Any matter involving the laws of jurisdictions outside of the United States or its subdivisions;
- Any matter that, as determined by the Service Provider in the Service Provider's sole discretion, is frivolous in nature or objective; or
- Any case matter or requested service that, as determined by the Service Provider in the Service Provider's sole discretion, lacks sufficient merit to warrant pursuit.
- Any legal matter involving a violent crime.

Rocket Lawyer On Call and Users; Disclaimers

Rocket Lawyer On Call is not a lawyer referral service, insurance product or pre-paid legal service of any kind. Rocket Lawyer is not a law firm and does not give legal advice. The RocketLawyer.com website does not create an attorney-client relationship between you and Rocket Lawyer. The RocketLawyer.com website is an online venue that facilitates communication between potential users of legal services and legal professionals. By using Rocket Lawyer On Call, you acknowledge that you are initiating contact with prospective Service Providers. Any communications with Rocket Lawyer do not create an attorney-client relationship with Rocket Lawyer and are not subject to an attorney's duty of confidentiality. Any information provided on the site is not a substitute for the advice of an attorney.

Rocket Lawyer does not guarantee that Eligible Members will successfully find legal representation through Rocket Lawyer On Call. Hiring an attorney is an important decision that should not be based solely upon advertisements. Service Providers may provide certain information regarding legal practice areas, pricing, and experience on their Lawyer Profiles. The Lawyer Profiles are advertisements and you should read and interpret them as such. Rocket Lawyer does not investigate, verify or warrant the accuracy of such information. As stated, Service Providers are third-party independent contractors who are solely responsible for the legal service provided directly to you, not through Rocket Lawyer, using a separate attorney retainer agreement between you and the Service Provider.

As with all legal situations, you should discuss any concerns you may have regarding the legal representation with your attorney and get your agreement in writing. Most Services Providers discourage the use of e-mail for confidential or sensitive information. The Eligible Member is solely responsible for assessing the quality, integrity, and trustworthiness of all persons with whom the Eligible Member communicates regarding his or her legal needs. Each Service Provider is solely responsible to the Eligible Member for maintaining the attorney-client relationship and all legal services provided. Each Service Provider reserves the right to make independent professional judgments regarding the legal representations. Rocket Lawyer has no influence on or involvement in the professional services of the Service Providers. No representation is made that the quality of the legal services to be performed is greater than the quality of legal services performed by other attorneys. Results of an attorney's prior legal representation do not guarantee a similar outcome.

Rocket Lawyer Legal Plans and Use

You acknowledge and agree that Rocket Lawyer may establish general guidelines regarding On Call, including without limitation, the maximum number of free legal services you may receive in a given period of time. In addition, you are responsible for all expenses incurred or other actions that may occur through your use of On Call. You also acknowledge and agree that Rocket Lawyer reserves the right to modify or amend these general guidelines at any time, in its sole discretion, with or without notice. The details or availability of On Call in any state is subject to change without notice.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to these terms, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority or if you do not agree with these Terms and Conditions, you may not sign up for or use On Call. If Rocket Lawyer discovers that you do not have authority to bind the entity for which you have purchased the membership, you will be personally responsible for the obligations in this Agreement and your Rocket Lawyer account, including without limitation, any payment obligations. Rocket Lawyer is not liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication, reasonably believed by us to be genuine and delivered by an authorized representative of your company. If there is reasonable doubt regarding the authenticity of any such instruction, notice,

document, or communication, we may, but are not obliged to, require additional authentication from you. You must immediately alert Rocket Lawyer of any fraudulent, unauthorized, illegal, or suspicious use of On Call, or any other breach of security or unauthorized or illegal activity that you reasonably suspect.

Prohibitions on Use

State and federal laws, rules, and regulations shall be referred to as "Laws." The country, state, territory, court, or administrative agency where a Service Provider is licensed to practice law shall be referred to as "Jurisdiction."

Each Eligible Member can only use the services available through On Call if any such services do not conflict with or violate the Laws of the Eligible Member's Jurisdiction(s). Rocket Lawyer does not intend for users to participate in On Call if it is prohibited by the Laws of the Jurisdiction(s). Any availability of the RocketLawyer.com website and On Call in the Jurisdiction(s) is not an invitation or offer by Rocket Lawyer to access or use the RocketLawyer.com website and any services in which Rocket Lawyer user's access and usage will violate any Laws of the Jurisdiction(s). By using the RocketLawyer.com website and the On Call, Eligible Member accepts sole responsibility for confirming that you or any Eligible Family Member's use or access to the Rocket Lawyer website and On Call does not violate any Laws of the Jurisdiction(s). Rocket Lawyer reserves the right to refuse membership, or suspend or terminate a user's account immediately and without prior notice at our discretion.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-877-881-0947. **In the unlikely event that our customer service department is unable to resolve a complaint you may have (or if Rocket Lawyer 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, mediation, or small claims court instead of in courts of general jurisdiction.** Arbitration, which is often cheaper, faster, and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award. Also, in any arbitration under this arbitration provision in which you seek less than \$75,000 in damages, Rocket Lawyer will pay reasonable attorneys' fees should you prevail. Rocket Lawyer will not seek attorneys' fees from you. However, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of attorneys' fees will be governed by the AAA rules. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.**

Arbitration Agreement

Rocket Lawyer and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited 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 this or any prior agreement (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 this Agreement.

References to "Rocket Lawyer", "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 devices under this or prior agreements between us.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and Rocket Lawyer are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in the interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Rocket Lawyer should be addressed to General Counsel, Rocket Lawyer Incorporated, 182 Howard Street #830, San Francisco, CA 94105 ("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 Rocket Lawyer and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or Rocket Lawyer may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Rocket Lawyer or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Rocket Lawyer is entitled.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of the arbitration provision. Unless Rocket Lawyer and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Rocket Lawyer will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the AAA Rules. However, 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.

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

The arbitrator may award declaratory or 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 ROCKET LAWYER AGREE THAT EACH MAY BRING CLAIMS AGAINST

THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Rocket Lawyer 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 provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, we agree that if Rocket Lawyer makes any future change to this arbitration provision (other than a change to the Notice Address) during your Membership, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

Further, notwithstanding anything to the contrary, in the case of any conflict between any other terms and conditions of your use of any Rocket Lawyer website or service, the terms and conditions of this Agreement shall prevail.

Eligible Members and Service Providers:

Eligible Members have the right to file a complaint with his or her state's bar association concerning the conduct of a Service Provider.

Disclosures and Notices

Internal Revenue Service (IRS) Circular 230 Tax Advice Disclosure:

To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in any communication from Rocket Lawyer (including information provided by a Service Provider offering a free consultation) is and was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing, or recommending to another party any matters addressed therein.

If you are a resident of Florida click here

Copyright and trademark notices

All contents of the RocketLawyer.com website are Copyright © 2012 Rocket Lawyer Incorporated and/or its suppliers, affiliates and partners. All rights reserved.

Trademarks

Rocket Lawyer™ and RocketLawyer.com™ are trademarks and Rocket Lawyer On Call® is a registered trademark of Rocket Lawyer Incorporated. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Notices and procedure for making claims of copyright infringement
Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NO RESPONSE.

For more information, please review our Terms and Conditions, Privacy Policy, and our FAQ Section.

July 2012

Close

Exhibit G

Agreement between You and Rocket Lawyer Incorporated

These Terms and Conditions are an agreement ("Agreement") between you ("Eligible Member") and Rocket Lawyer Incorporated ("Rocket Lawyer") regarding your use of the Rocket Lawyer On Call® ("On Call") benefits and features as set forth below. These On Call Terms and Conditions, and the RocketLawyer.com Terms and Conditions, which covers your use of the information, software, products, and services contained in or available through the RocketLawyer.com website (and together, the "Agreement"), constitute a legal agreement between you and Rocket Lawyer regarding your access to, or use of On Call. On Call is offered to you conditioned on your acceptance of the terms, conditions, and notices contained herein. Your trial membership or purchase of a Rocket Lawyer Legal Plan constitutes your acceptance and agreement to all such terms, conditions, and notices. These Terms and Conditions contain a dispute resolution provision that includes arbitration and that may affect your rights. Please read this entire Agreement carefully.

Rocket Lawyer On Call® & Legal Plans

You may purchase a monthly or annual Rocket Lawyer Legal Plan. Rocket Lawyer Legal Plans may include certain access to Legal Information, which includes, but is not limited to, questions, answers, articles and legal forms that are available from time to time on the RocketLawyer.com website. For Eligible Members (as defined below), Legal Plans may also include access to legal services from Rocket Lawyer On Call attorneys on the terms and conditions as described herein. You may not transfer or assign your Legal Plan to another party; *provided, however*, that certain benefits may allow an Eligible Member to extend coverage to your Eligible Family Members (as defined below), or your designated business. The "Effective Date" for each Eligible Family Member shall be the date on which the Eligible Member elects to extend coverage to such family member.

For the purposes of this Agreement:

1. The term "Eligible Member" includes any customer who purchases a Rocket Lawyer Legal Plan. Customers who enter into a one week (seven (7) calendar days) free trial are eligible to receive one (1) free legal matter consultation, as described below.
2. The term "Eligible Family Member" includes: (a) an Eligible Member's spouse or domestic partner; (b) a dependent individual under the age of 25; (c) a dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability; and (d) dependent individuals living in the Eligible Member's home such as a parent or grandparent. Each Eligible Family Member to whom you extend coverage under this Agreement is considered an Eligible Member under On Call and is bound by the terms of this Agreement.
3. Eligible Members may have access to pre-negotiated billing rates and service commitments from a nationwide network of attorneys. Eligible Members may receive the benefits described below from a third party independent attorney or law firm ("Service Provider"), but, not from any employee or agent of Rocket Lawyer. Rocket Lawyer does not provide legal services directly. All such services are delivered in connection with a separate relationship between the Service Provider and you, to which Rocket Lawyer is not a party. Each Service Provider is solely responsible for the legal services provided directly to you, using a separate attorney engagement agreement between you and the Service Provider. You acknowledge that the services provided will be limited to your specific request and based on the information you provide to the Service Provider. Further, you understand that any information or advice provided by the Service Provider does not constitute a guarantee of success in your legal situation.

Benefits & Features

The following services may be available at no charge from your Service Provider.

- A set limit of free legal matter consultations up to thirty (30) minutes for each new legal matter with a Service Provider per year;
- A set limit of legal document review consultations for complete documents up to ten (10) pages in length each:
 - Legal documents will be eligible for review if such documents meet the 10-page maximum requirement and such documents have the same font size and style as generated by the RocketLawyer.com website ("Legal Document Requirements"). Legal documents that do not meet the Legal Document Requirements may be reviewed at the Service Provider's discounted rate;
- Review of a Simple Will for the Eligible Member and his or her family. A Simple Will is a last will and testament completed on the Rocket Lawyer site distributing personal property and homestead, not involving trusts, specific bequests, real estate, tax matters, guardianships, living wills, health care proxies or partitions; and,
- At the Service Providers discretion, such Service Provider may:
 - write letters on the Eligible Member's behalf (one letter up to two (2) pages)
 - make phone calls on the Eligible Member's behalf (one phone call)
 - provide assistance with small claims court matters and resolving matters with certain government programs, such as INS and welfare

Rocket Lawyer will negotiate discounted rates for certain services from Service Providers and publish such pre-negotiated rates and services on the Rocket Lawyer website, if and when available to Eligible Members. Flat rate services may be available in select states, but are not guaranteed in any market. If an Eligible Member hires a Service Provider, such Service Provider has contracted to charge the pre-negotiated rate for legal services that go beyond the benefits and features above. Depending on the matter this may be a flat rate or where hourly rates apply, no more than \$125.00 per hour, or 40% off the Service Provider's usual and customary hourly rate, whichever is greater.

If an Eligible Member is not satisfied with a Service Provider, such Eligible Member may select an alternative Service Provider using the Lawyer Directory.

Other fee arrangements shall be negotiated directly between the user and the Service Provider, as needed.

Important: Service Providers may require an initial retainer and/or separate attorney engagement agreement prior to delivery of services. Services Providers may also require additional payment for certain services and out-of-pocket expenses.

Exclusions from On Call

The following items are specifically excluded from the Legal Plans, and are not benefits of On Call:

- Any action that directly or indirectly involves Rocket Lawyer Incorporated or any of its affiliates, directors, agents, or employees;
- Any action that directly or indirectly involves any Service Provider; *provided, however*, that a Service Provider may, at its sole discretion and risk, represent an Eligible Member in a matter in which another Service Provider is representing another party as legal counsel;
- Legal matters in which a Program Sponsor of the Eligible Member in question has an adverse interest, or in which any director, officer, agent or employee thereof has an adverse interest. For

the purposes of this provision. "Program Sponsor" is any company, organization or affiliation that purchases on behalf of its members a Rocket Lawyer legal plan through wholesale channels, retail channels or otherwise:

- Any matter involving the laws of jurisdictions outside of the United States or its subdivisions;
- Any matter that, as determined by the Service Provider in the Service Provider's sole discretion, is frivolous in nature or objective;
- Any matter or requested service that, as determined by the Service Provider in the Service Provider's sole discretion, lacks sufficient merit to warrant pursuit, or that has been raised an excessive or unreasonable number of times without a change in circumstances;
- Any legal matter involving an alleged violent crime;
- Any matter for which the Eligible Member is currently represented by other legal counsel.

Rocket Lawyer On Call and Users; Disclaimers

Rocket Lawyer On Call is not a lawyer referral service, insurance product or pre-paid legal service of any kind. Rocket Lawyer is not a law firm and does not give legal advice. The RocketLawyer.com website does not create an attorney-client relationship between you and Rocket Lawyer. The RocketLawyer.com website is an online venue that facilitates communication between potential users of legal services and legal professionals. By using Rocket Lawyer On Call, you acknowledge that you are initiating contact with prospective Service Providers. Any communications with Rocket Lawyer do not create an attorney-client relationship with Rocket Lawyer and are not subject to an attorney's duty of confidentiality. Any information provided on the site is not a substitute for the advice of an attorney.

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Rocket Lawyer and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

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- claims that arose before this or any prior agreement (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 this Agreement.

References to "Rocket Lawyer", "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 devices under this or prior agreements between us.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and Rocket Lawyer are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in the interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Rocket Lawyer should be addressed to General Counsel, Rocket Lawyer Incorporated, 182 Howard Street #830, San Francisco, CA 94105 ("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 Rocket Lawyer and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or Rocket Lawyer may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Rocket Lawyer or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Rocket Lawyer is entitled.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of the arbitration provision. Unless Rocket Lawyer and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a

reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Rocket Lawyer will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the AAA Rules. However, 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.

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

The arbitrator may award declaratory or 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 ROCKET LAWYER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Rocket Lawyer 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 provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, we agree that if Rocket Lawyer makes any future change to this arbitration provision (other than a change to the Notice Address) during your Membership, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

Further, notwithstanding anything to the contrary, in the case of any conflict between any other terms and conditions of your use of any Rocket Lawyer website or service, the terms and conditions of this Agreement shall prevail.

Eligible Members and Service Providers:

Rocket Lawyer does not manage disputes between Eligible Members and Service Providers. Eligible Members may notify Rocket Lawyer if you believe a Service Provider has violated these On Call Terms and Conditions. Eligible Members also have the right to file a complaint with your state's bar association concerning the conduct of a Service Provider.

Disclosures and Notices

Internal Revenue Service (IRS) Circular 230 Tax Advice Disclosure:

To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in any communication from Rocket Lawyer (including information provided by a Service Provider offering a free consultation) is and was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing, or recommending to another party any matters addressed therein.

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General Notices

Notice of changes to these Terms and Conditions will be provided in the manner permitted in by the Rocket Lawyer Terms and Conditions.

Notices and procedure for making claims of copyright infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NO RESPONSE.

For more information, please review our Terms and Conditions, Privacy Policy, and our FAQ Section.

November 2012

Close



Exhibit H

(877) 881-0947 or

Login | Sign up

Personal Business Find a lawyer Pricing Help Search

Plans & Pricing

	Free Membership	Basic Legal Plan	Pro Legal Plan 
	Try It Free	● Annual: \$9.99/mon.* ○ Monthly: \$19.95/mon.*	● Annual: \$33.25/mon.* ○ Monthly: \$39.95/mon.*
		Sign Up Try It Free	Sign Up Try It Free 
Features			
Create legal documents	Free Letters & Forms	Personal	Professional & Personal
Get documents reviewed by local attorneys		Personal	Professional & Personal
Free help from local attorneys		Personal	Professional & Personal
Legal health tools	✓	✓	✓
Access your documents instantly	✓	✓	✓
Personalized next steps	✓	✓	✓
Edit, share and print		✓	✓
Free document eSign service		✓	✓

Rocket Lawyer provides "access to the most complete legal service online, including a comprehensive set of legal documents and resources." *—Business Insider*

Have more questions?

Find answers to common questions in our Help Center.

Are you a lawyer?

Learn how Rocket Lawyer can help you connect with new clients.

WALL STREET JOURNAL The New York Times BusinessWeek Bloomberg FOX NEWS Forbes

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 Legal documents & forms
 Legal centers
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More legal resources

Lawyer directory
 Legal help articles
 Legal dictionary
 For Attorneys
 Add your lawyer profile
 Get matched with clients

Connect with us

About us
 Email us
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Assistance

CHAT WITH US 

(877) 881-0947
 Call us Monday-Friday 6am-6pm PT

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SECURITY AND COMPLIANCE

Exhibit I

Free Trial Membership

Enjoy the benefits of a Rocket Lawyer Pro Legal Plan for one week

Type:

- * Pro Legal Plan [Learn More](#)
- Basic Legal Plan [Learn More](#)

Enter Your Account Information

Required fields are indicated by *

Already have an account?

Username (Email Address)

Confirm Username

Password

Confirm Password

Billing Information



Your credit card will not be charged for a legal plan during the trial period. As standard practice, our payment management system sends a one-cent charge to verify that a credit card is valid

Credit Card Type

Credit Card Number

Credit Card Security Code

[What's this?](#)

Credit Card Expiration Date

Account Holder First Name

Account Holder Last Name

Company Name

Street Address

City

State

Select

Postal Code

Phone Number

e.g. (415) 555-1234 ext 789

- Yes, send me Rocket Lawyer partner offers, which are sent no more than twice per month and are from Rocket Lawyer's trusted business partners.

[Get free trial](#)

You will not be billed today

Your free trial entitles you to the Pro Legal plan for one-week. After your free trial ends, a Rocket Lawyer Monthly plan with unlimited free documents, e-signatures, sharing and other premium features will start and this credit card will be charged \$39.95/month.

Why do I need to enter my credit card?

Providing your credit card ensures that your service will continue uninterrupted at the end of your free trial.

How do I cancel?

If you decide that you don't want to keep your membership, simply downgrade the service to a free membership to discontinue the Legal Plan and \$39.95/month billing. The legal documents created and saved during your trial are free, which means they are yours to keep, and you can access them at any time.

Your information is secure

We use maximum encryption so that your personal information is safe and secure.

By clicking Get free trial, you are indicating that you have read, understood, and agree to the Terms of Service.

CHAT WITH US 

(877) 881-0947
Call us Monday-Friday 6am-6pm PT

Email us

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(877) 881-0947 or

[Login](#) | [Sign up](#)

Free Trial Membership

Enjoy the benefits of a Rocket Lawyer Basic Legal Plan for one week

Type:

Pro Legal Plan [Learn More](#) Basic Legal Plan [Learn More](#)

Enter Your Account Information

Required fields are indicated by *

[Already have an account?](#)

Username (Email Address)

Confirm Username

Password

Confirm Password

Billing Information

VISA

Your credit card will not be charged for a legal plan during the trial period. As standard practice, our payment management system sends a one-cent charge to verify that a credit card is valid

Credit Card Type

Credit Card Number

Credit Card Security Code

[What's this?](#)

Credit Card Expiration Date

Account Holder First Name

Account Holder Last Name

Company Name

Street Address

City

State

Postal Code

Yes, send me Rocket Lawyer partner offers, which are sent no more than twice per month and are from Rocket Lawyer's trusted business partners.

By clicking **Get free trial**, you are indicating that you have read, understood, and agree to the [Terms of Service](#).

CHAT WITH US

(877) 881-0947

Call us Monday-Friday 6am-6pm PT

[Email us](#)

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Exhibit J

From:
Sent:
To:
Subject:

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

Charley,

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

Thanks!

– Brian

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

Brian,

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

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

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

Otherwise, I'm traveling next week until Friday.

Best,
Charley

On Thu, Oct 13, 2011 at 4:23 PM, Dan Nye <dnye@rocketlawyer.com> wrote:
Brian - Given the topic you wish to discuss, it sounds like the best approach is for you to speak to Charley. He's included on this message so I'll leave to the two of you to take it from here. In addition, this should be more efficient since I am on the road.

Dan

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

Dan,

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

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

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

Best,

Brian Liu

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

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

Thanks,

Dan

--
dnye@rocketlawyer.com
415-518-6384

dnye@rocketlawyer.com
415-518-6384

Exhibit K

From:

Sent:

To:

Subject:

Attachments:

From: Brian Liu

Sent: Friday, October 14, 2011 3:41 PM

To: 'Charles Moore'

Subject: RE: Follow Up

Charley,

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

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

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

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

-- Brian

From: Charles Moore [<mailto:cm@rocketlawyer.com>]

Sent: Thursday, October 13, 2011 5:05 PM

To: Brian Liu

Cc: Dan Nye

Subject: Re: Follow Up

Brian,

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

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

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

Otherwise, I'm traveling next week until Friday.

Best,
Charley

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Dan

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Dan,

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

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

Best,

Brian Liu

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

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

Thanks,

Dan

--

dnye@rocketlawyer.com
415-518-6384

--

dnye@rocketlawyer.com
415-518-6384

Set Up a Free LLC (877) 407 5950

www.rocketlawyer.com/Free-LLC

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

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

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

8 Minutes: Free LLL Setup (877) 407 5950

allstates.rocketlawyer.com/Free-LLC

Expert Guidance, No Processing Fees Professional Filings, Start Now

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

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

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

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

legal.rocketlawyer.com

Legal Forms, Contract, Will, Lease.

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

Exhibit L

From:

Sent:

To:

Subject:

Importance:

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

From: Brian Liu

Sent: Friday, November 18, 2011 11:19 AM

To: 'Charley Moore'

Subject: RE: Google Ads

Importance: High

Charley,

I tried calling you but the line isn't going through. Can you call me at 323-790-1358? Thanks

-- Brian

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

From: Charley Moore [mailto:cm@rocketlawyer.com]

Sent: Thursday, November 17, 2011 9:00 PM

To: Brian Liu

Subject: Re: Google Ads

Sure, let's talk again.

I'll expect your call at 11:15 tomorrow. 415-738-7699.

Charley

On Nov 17, 2011, at 6:27 PM, Brian Liu <bliu@legalzoom.com> wrote:

> Charley,

>

> I can't tell whether you're misinformed, stalling, or something else. Once again, you just don't seem to know the basic facts. You asked me to confirm something that you can easily do yourself and I have done so. Screen shots from today are below.

>

> Here are the three things that you need to do:

>

>

> 1. There is no possible way to get a truly "free" incorporation or LLC on RocketLawer. You always have to pay filing fees. And even your "no processing fee" offer is conditioned upon joining your legal plan, which you hide. Therefore, any ad that says "Free LLC," "Set up a Free LLC," "Incorporate for Free," "Start an LLC for Free," or any ad that says "Free" without mentioning that you have to pay filing fees + sign up for your legal plan, must be taken down immediately.

>
>
> 1. On LegalZoom brand terms, you advertise "100% Free," "Why pay? We're Free" and "Free Incorporation" which are completely false and constitute unfair business practices. As you know, many people searching for LegalZoom brand terms on Google are looking to form an LLC, so any time you say "Free" in the ad, it's not true. Therefore, any ad on LegalZoom brand terms that uses the word "Free" without stating the conditions should be immediately removed.

>
>
> 1. Your comparison chart to LegalZoom's pricing is completely wrong. For example, you state that we take 6 weeks to process a Delaware LLC - it's not true, it takes us 1 week. That's why we charge \$50 extra for state expedite fees. Our Federal Tax ID price isn't \$79 (you get a discount with our Gold package). Our Registered Agent service isn't \$159 per year - you get a free month, and the clock doesn't start until the LLC's effective date. How you came up with our "expedited processing" fee is beyond me, since I can't find that anywhere on our site. And your line-by-line comparison implies that our offerings are the same, but we offer a multitude of packages with additional benefits you can't match. Therefore, your pricing comparison chart to LegalZoom must be immediately deleted.

>
> I'd still be happy to speak to you tomorrow at 11:15 am, but at this point, I feel like there's little more to say. Even you seemed to think that your ads were wrong, which is why you thought they were taken down. I'll wait until next Tuesday to see what changes you make. But if you are still running unfair or misleading ads at that time, we will take action.

>
> Sincerely,

>
> Brian Liu

>
>
>
> [cid:image001.jpg@01CCA555.EE0A2FF0]

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>
> [cid:image002.jpg@01CCA555.EE0A2FF0]

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> [cid:image003.jpg@01CCA555.EE0A2FF0]

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> [cid:image006.jpg@01CCA555.EE0A2FF0]

>
>
>
> Brian Liu | Chairman
> bliu@legalzoom.com | Phone 323.790-1358 | Fax 323.337-0730
> www.legalzoom.com<<http://www.legalzoom.com>> | 101 N. Brand Blvd., 11th
> Floor, Glendale, CA 91203

> [cid:image007.gif@01CCA555.EE0A2FF0]<<http://www.legalzoom.com/>>
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>
>
>

> From: Charley Moore [mailto:cm@rocketlawyer.com]
> Sent: Thursday, November 17, 2011 7:21 AM
> To: Brian Liu
> Subject: Re: Google Ads

>

> Brian,

>

> My team has confirmed to me that we are not running ads with the copy you complained to us about.

>

> Why don't you independently confirm that or send me examples?

>

> Charley

> On Wed, Nov 16, 2011 at 5:33 PM, Brian Liu <bliu@legalzoom.com<mailto:bliu@legalzoom.com>> wrote:

> Charley,

>

> I'm not available on Friday, but this needs to be resolved quickly. Can you make time tomorrow? I can be available all day.

>

> - Brian

>

> From: Charley Moore

> [mailto:cm@rocketlawyer.com<mailto:cm@rocketlawyer.com>]

> Sent: Wednesday, November 16, 2011 3:15 PM

>

> To: Brian Liu

> Subject: Re: Google Ads

>

> Brian,

>

> I'm on the road until Friday. How's 11:15 Friday for you?

>

> Charley

>

> On Nov 16, 2011, at 5:08 PM, Brian Liu <bliu@legalzoom.com<mailto:bliu@legalzoom.com>> wrote:

> Charley,

>

> If you are available now, we can also chat. I'll be here for another hour.

>

> - Brian

>

> From: Charley Moore

> [mailto:cm@rocketlawyer.com<mailto:cm@rocketlawyer.com>]

> Sent: Wednesday, November 16, 2011 11:51 AM

> To: Brian Liu

> Subject: Re: Google Ads

>

> Brian,

>
> May I suggest that we get back on the phone and resolve a few issues? Looking back, the thread on this stopped when we discovered (and you confirmed) that LZ has been running ads for multiple sites it operates for the same keywords, which violates google SEM rules.
>
> We're not interested in getting into a pissing match and continue to wish you well.
>
> This is stuff is not a good use of time for either of us, I suspect.
>
> Charley
>
> On Nov 15, 2011, at 6:53 PM, Brian Liu <bliu@legalzoom.com<mailto:bliu@legalzoom.com>> wrote:
> Charley,
>
> It's been about a month since we last spoke, and I'm disappointed that nothing has changed on your end regarding your Google ads.
>
> There's no doubt that your "100% Free" ad that's currently running on our brand terms is 100% false and misleading. The idea that your LLCs are "totally free" is totally BS. Your LLC landing page's comparison to LegalZoom is totally off. And your "Free" ads that I've come across on Google are illegal according to the FTC's guidelines.

>
> You asked us to remove our ads that questioned the validity of free documents, and we did so immediately, even though there's nothing illegal about it.
>
> I don't like to escalate things if there's a better way to get things resolved, so let me know you'd like to deal with this issue.
>
> Best,
>
> Brian Liu
>
> Brian Liu | Chairman
> bliu@legalzoom.com<mailto:bliu@legalzoom.com> | Phone
> 323.790-1358<tel:323.790-1358> | Fax 323.337-0730<tel:323.337-0730>
> www.legalzoom.com<http://www.legalzoom.com> | 101 N. Brand Blvd., 11th
> Floor, Glendale, CA 91203 <image001.gif><http://www.legalzoom.com/>
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> LegalZoom.com<http://LegalZoom.com>, Inc. is a registered and bonded legal document assistant, #0104, Los Angeles County (exp. 12/11). Prices, features, terms and conditions are subject to change without notice.
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> <image006.jpg>
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