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10 *Attorneys for Defendant*
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11
 12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**
 14 **WESTERN DIVISION**

15
 16 LEGALZOOM.COM, INC., a Delaware
 corporation,

17 Plaintiff,

18 v.

19 ROCKET LAWYER
 20 INCORPORATED, a Delaware
 corporation,

21 Defendant.

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

**[PROPOSED] ORDER FOR ENTRY
 OF STIPULATED PROTECTIVE
 ORDER**

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

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Upon consideration of the parties' Stipulated Protective Order, and good cause appearing, **IT IS HEREBY ORDERED** that the Stipulated Protective Order be and hereby is entered, pursuant to Fed. R. Civ. Proc. 26(c). The Stipulated Protective Order as entered is attached hereto as Exhibit 1.

IT IS SO ORDERED.

Dated: _____

HON. GARY A. FEESS
UNITED STATES DISTRICT JUDGE

EXHIBIT 1

EXHIBIT 1

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

LEGALZOOM.COM, INC., a Delaware
corporation,

Plaintiff,

v.

ROCKET LAWYER
INCORPORATED, a Delaware
corporation,

Defendant.

Case No. 2:12-cv-09942-GAF-AGR
**STIPULATED PROTECTIVE
ORDER**

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

1 **IT IS HEREBY STIPULATED AND AGREED**, by and between on the
2 one hand, Legalzoom.com, Inc., and on the other hand, Rocket Lawyer Incorporated
3 (“Parties” and individually “Party”) through their attorneys, as follows:

4 1. This Stipulation and Protective Order (the “Protective Order”) shall
5 govern all Litigation Materials, which are defined to include all testimony,
6 documents, records, tangible things, and information used, served, or produced or
7 disclosed by any Party or by anyone else (“Producing Party”) in the above captioned
8 matter (“Action”) pursuant to Federal Rule of Civil Procedure 26, or in response to
9 formal discovery demands or subpoenas. Litigation Materials shall also include all
10 documents or information derived from other Litigation Materials, all copies,
11 abstracts, excerpts, analyses, or summaries thereof, and all deposition and hearing
12 transcripts in this Action.

13 2. Two designations of Litigation Materials may receive the protection of
14 this Order: those designated (1) **CONFIDENTIAL INFORMATION** or (2)
15 **ATTORNEYS’ EYES ONLY INFORMATION**. No Party or individual may
16 disclose or use any materials labeled with any designation (“Confidential Litigation
17 Materials”) except in accordance with the terms and conditions of this Order. In
18 addition, this Order governs the production and disclosure of **PRIVILEGED**
19 **INFORMATION** and **WORK PRODUCT INFORMATION**.

20 3. Confidential Litigation Materials shall not be used for any purpose
21 other than the conduct of litigation of this Action, except that any Party may use its
22 own Confidential Litigation Materials for any purpose. No one shall be permitted
23 access to Confidential Litigation Materials except for the prosecution or defense or
24 appeal of this Action, except that any Party may use its own Confidential Litigation
25 Materials for any purpose.

26 4. **CONFIDENTIAL INFORMATION** means Litigation Materials that
27 the Producing Party in good faith believes contain, reflect, refer to, or disclose any
28 routine confidential financial, business, client or proprietary information.

1 **ATTORNEYS' EYES ONLY** means Litigation Materials that the Producing Party
2 in good faith regards as sensitive business data or information which the Producing
3 Party reasonably believes to be protectable as proprietary in nature. **PRIVILEGED**
4 **INFORMATION** means material and information covered by the attorney-client
5 privilege. **WORK PRODUCT INFORMATION** means material and information
6 covered by the work product privileges.

7 5. Producing Parties may designate any information as
8 **CONFIDENTIAL INFORMATION** by stamping “**CONFIDENTIAL**” or
9 “**CONFIDENTIAL INFORMATION**” upon the face of a document containing
10 **CONFIDENTIAL INFORMATION** at the time of its production, or thereafter as
11 provided in ¶ 7, by otherwise specifying that information is **CONFIDENTIAL**
12 **INFORMATION** at the time of its production or thereafter as provided in ¶ 7, or by
13 specifying that any deposition or trial testimony contains **CONFIDENTIAL**
14 **INFORMATION** in accordance with ¶ 13 of this Order.

15 6. Producing Parties may designate any information as **ATTORNEYS'**
16 **EYES ONLY INFORMATION** by stamping “**ATTORNEYS' EYES ONLY**”
17 upon the face of a document containing **ATTORNEYS' EYES ONLY**
18 **INFORMATION** at the time of its production, or thereafter as provided in ¶ 7, by
19 otherwise specifying that information is **ATTORNEYS' EYES ONLY**
20 **INFORMATION** at the time of its production or thereafter as provided in ¶ 7, or by
21 specifying that any deposition or trial testimony contains **ATTORNEYS' EYES**
22 **ONLY INFORMATION** in accordance with ¶ 13 of this Protective Order.

23 7. In the event that the Producing Party discovers, after producing any
24 documents or information, that it has produced information that was not designated
25 as **CONFIDENTIAL INFORMATION** or **ATTORNEYS' EYES ONLY**
26 **INFORMATION** but should have been, the Producing Party may, within ten (10)
27 days of learning of the failure to designate, correct the error by written notice
28 designating the Litigation Material by Bates stamp number or by any other means of

1 clearly designating specific documents or information. Upon receipt of a written
2 notice concerning inadvertent production of **CONFIDENTIAL INFORMATION**
3 or **ATTORNEYS' EYES ONLY INFORMATION** the Party who received the
4 previously undesignated Confidential Litigation Materials (“Receiving Party”) shall
5 treat the information as **CONFIDENTIAL INFORMATION** or **ATTORNEYS’**
6 **EYES ONLY INFORMATION** under the terms of this Order and shall make all
7 reasonable efforts under the circumstances to: (i) retrieve all such material disclosed
8 to persons other than those authorized in accordance with paragraphs 10, 11, and 12
9 hereof for access to such information, (ii) affix appropriate legends to the
10 Confidential Litigation Materials as provided in this paragraph, (iii) prevent further
11 use or disclosure of the information contained in the previously undesignated
12 Confidential Litigation Materials by persons other than those authorized in
13 accordance with paragraphs 9, 10, and 11 hereof for access to such information, and
14 (iv) provide to the Producing Party a list of all persons (other than those authorized
15 in accordance with paragraphs 9, 10, and 11 hereof for access to such information)
16 who had access to the previously undesignated Confidential Litigation Materials.

17 8. If, in connection with this Action, a Producing Party discloses
18 information subject to a claim of **PRIVILEGED INFORMATION** or **WORK**
19 **PRODUCT INFORMATION**, the disclosure of the **PRIVILEGED**
20 **INFORMATION** or **WORK PRODUCT INFORMATION** shall not constitute or
21 be deemed a waiver or forfeiture of any claim of privilege or work product
22 protection that the Producing Party would otherwise be entitled to assert with
23 respect to the **PRIVILEGED INFORMATION** or **WORK PRODUCT**
24 **INFORMATION** and its subject matter.

25 a. A Producing Party may assert in writing attorney-client privilege
26 or work product protection with respect to disclosed **PRIVILEGED**
27 **INFORMATION** or **WORK PRODUCT INFORMATION**. The
28 Receiving Party shall, within five business days of receipt of that

1 writing, return or destroy all copies of the disclosed **PRIVILEGED**
2 **INFORMATION** or **WORK PRODUCT INFORMATION** and
3 provide a written confirmation of counsel that all such disclosed
4 **PRIVILEGED INFORMATION** or **WORK PRODUCT**
5 **INFORMATION** has been returned or destroyed.

6 b. Within five business days of the notification that such disclosed
7 **PRIVILEGED INFORMATION** or **WORK PRODUCT**
8 **INFORMATION** has been returned or destroyed, the Producing Party
9 shall produce a privilege log in a format agreed upon by the parties
10 with respect to the disclosed **PRIVILEGED INFORMATION** or
11 **WORK PRODUCT INFORMATION**.

12 c. The Receiving Party may, in compliance with Local Rules 37-1
13 and 37-2, move the Court for an Order compelling production of the
14 disclosed **PRIVILEGED INFORMATION** or **WORK PRODUCT**
15 **INFORMATION** (a “Privilege Motion”). The Privilege Motion shall
16 be filed in accordance with Local Rule 79-5.1 and shall not assert as a
17 ground for entering such an Order the fact or circumstances of the
18 inadvertent production.

19 d. The Producing Party retains the burden of establishing privileged
20 or protected nature of any disclosed **PRIVILEGED INFORMATION**
21 or **WORK PRODUCT INFORMATION**. Nothing in this paragraph
22 shall limit the right of any Party to petition the Court for an *in camera*
23 review of the disclosed **PRIVILEGED INFORMATION** or **WORK**
24 **PRODUCT INFORMATION**.

25 e. If, at trial, at a hearing, at a deposition, or on a motion, a
26 Producing Party marks for identification or offers into evidence
27 disclosed **PRIVILEGED INFORMATION** or **WORK PRODUCT**
28 **INFORMATION** — or proffers or elicits testimonial or other evidence

1 that incorporates or relies on disclosed **PRIVILEGED**
2 **INFORMATION** or **WORK PRODUCT INFORMATION**,
3 including evidence within Federal Rule of Evidence 703 — that act
4 shall be deemed to effect a waiver and forfeiture by the Producing
5 Party of attorney-client privilege and work product protection that
6 would otherwise apply to undisclosed information concerning the same
7 subject matter consistent with Federal Rule of Evidence 502(a). The
8 preceding sentence shall not apply to (i) proceedings to determine
9 whether the disclosed **PRIVILEGED INFORMATION** or **WORK**
10 **PRODUCT INFORMATION** is privileged or protected or subject to
11 discovery or disclosure, or (ii) disclosed **PRIVILEGED**
12 **INFORMATION** or **WORK PRODUCT INFORMATION** that is
13 marked for identification, offered into evidence, or incorporated in
14 evidence proffered or elicited by an adverse Party, or relied on by a
15 witness proffered by an adverse Party.

16 9. **CONFIDENTIAL INFORMATION** shall not be used for any
17 purpose other than the conduct of litigation of this Action and shall not be disclosed,
18 described, or otherwise made available, directly or indirectly, to any persons or
19 entities other than:

- 20 a. Current officers, directors, and other employees of the Parties, to
21 the extent necessary to assist in the conduct and preparation of this
22 litigation;
- 23 b. Attorneys of record to the Parties and attorneys, clerical,
24 paralegal and secretarial staff employed by such counsel to the extent
25 necessary to assist such counsel in the conduct and preparation of this
26 litigation;
- 27 c. Each expert, consultant or advisor retained by attorneys of record
28 to assist them in the conduct and preparation of this litigation;

- 1 d. Actual or potential witnesses or deponents and their counsel, to
2 the extent necessary either to assist in the preparation for depositions or
3 other testimony in this litigation;
- 4 e. The author or addressee of that particular **CONFIDENTIAL**
5 **INFORMATION**;
- 6 f. Stenographers transcribing the testimony or argument at any
7 hearing, trial, deposition or other formal proceeding in this Action;
- 8 g. The Court and persons employed by the Court; and
- 9 h. Any other person to whom the Producing Party agrees in writing.

10 10. **ATTORNEYS' EYES ONLY INFORMATION** shall not be used for
11 any purpose other than the conduct of litigation of this Action and shall not be
12 disclosed, described, or otherwise made available, directly or indirectly, to any
13 persons or entities other than:

- 14 a. Attorneys of record to the Parties and attorneys, clerical,
15 paralegal and secretarial staff employed by such counsel to the extent
16 necessary to assist such counsel in the conduct and preparation of this
17 litigation;
- 18 b. In-house counsel for the parties provided that they do not have a
19 business role;
- 20 c. Any expert, consultant or advisor retained by attorneys of record
21 to assist them in the conduct and preparation of this litigation that has
22 been designated in advance to opposing counsel;
- 23 d. The author or addressee of that particular **ATTORNEYS' EYES**
24 **ONLY INFORMATION**;
- 25 e. Stenographers transcribing the testimony or argument at any
26 hearing, trial, deposition or other formal proceeding in this Action;
- 27 f. The Court and persons employed by the Court; and
- 28 g. Any other person to whom the Producing Party agrees in writing.

1 11. Any person or entity described in the subparagraphs above that is
2 permitted to see confidentially designated information (except for the outside
3 counsel of record for the Parties in this dispute) shall sign a written statement
4 (substantially in the form attached hereto as Exhibit A) stating that such person or
5 entity has read this Protective Order and agrees to be bound by the terms hereof
6 before Confidential Litigation Materials may be disclosed to such person or entity.
7 The Party disclosing Confidential Litigation Materials shall be responsible for
8 obtaining the signature of any such persons or entities to whom disclosure is made,
9 and shall retain a copy of all such signed statements.

10 12. Any transcript, pleading, or other paper containing **CONFIDENTIAL**
11 **INFORMATION** shall be clearly marked “**CONTAINS CONFIDENTIAL**
12 **INFORMATION.**” Any transcript, pleading, or other paper containing
13 **ATTORNEYS’ EYES ONLY INFORMATION** shall be clearly marked
14 “**CONTAINS ATTORNEYS’ EYES ONLY INFORMATION.**” In accordance
15 with Local Rule 79-5.1, if any papers to be filed with the Court contain information
16 or documents that have been designated as “**CONFIDENTIAL INFORMATION**”
17 or “**ATTORNEYS’ EYES ONLY INFORMATION,**” the proposed filing shall be
18 accompanied by an application to file the papers or the portion thereof containing
19 the designated information or documents (if such portion is segregable) under seal;
20 and the application shall be directed to the judge to whom the papers are directed.

21 13. Deposition and other testimony may be designated **CONFIDENTIAL**
22 or **ATTORNEYS’ EYES ONLY** in the following manner:

23 a. During the deposition, an attorney of record may designate any
24 portion of the transcript and/or exhibits as **CONFIDENTIAL** or
25 **ATTORNEYS’ EYES ONLY.**

26 b. Until twenty-one (21) days after receipt of the deposition or
27 hearing transcript by counsel for the Parties, the transcript and exhibits
28 shall be treated as **ATTORNEYS’ EYES ONLY** in their entirety.

1 After the deposition, the Parties shall have twenty-one (21) days after
2 receipt of the transcript in which to designate with specificity the
3 portions of the transcript and/or exhibits with respect to which
4 confidentiality is asserted beyond the initial twenty-one (21) day
5 period. If a Party so designates any portion of the transcript as
6 **CONFIDENTIAL** or **ATTORNEYS' EYES ONLY**, he or she will
7 notify both the reporter and opposing counsel. The reporter will then
8 prepare a revised transcript in accordance with ¶ 15(c) of this
9 Protective Order. Opposing counsel will destroy the superseded
10 transcript, whether in hard copy or electronic form. Should it be
11 necessary for a Party to use any deposition material in a pleading or
12 paper submitted to the Court before the twenty-one day (21) period has
13 ended, the submitting attorney will first give opposing counsel the
14 opportunity to designate any submitted deposition material specifically
15 as **CONFIDENTIAL** or **ATTORNEYS' EYES ONLY**. During the
16 twenty-one (21) day period, the transcript may be shown only to the
17 persons or entities described in ¶ 10.

18 c. Transcripts containing **CONFIDENTIAL INFORMATION** or
19 **ATTORNEYS' EYES ONLY INFORMATION** shall be separately
20 bound and bear a legend on the first page stating, "This
21 transcript/document contains portions designated
22 **CONFIDENTIALINFORMATION/ATTORNEYS' EYES ONLY**
23 **INFORMATION,**" but will keep the same pagination as if the
24 testimony did not contain **CONFIDENTIALINFORMATION** or
25 **ATTORNEYS' EYES ONLY INFORMATION**. All electronic
26 copies of testimony and/or exhibits containing
27 **CONFIDENTIALINFORMATION** or **ATTORNEYS' EYES**
28 **ONLY INFORMATION** shall contain a header or footer on each page

1 identifying the testimony and/or exhibits as containing
2 **CONFIDENTIAL INFORMATION** or **ATTORNEYS' EYES**
3 **ONLY INFORMATION** and shall be subject to the terms of this
4 Protective Order.

5 14. If a deposition concerns **CONFIDENTIAL INFORMATION** or
6 **ATTORNEYS' EYES ONLY INFORMATION**, the Producing Party with respect
7 to such information shall have the right to exclude from the portion of the deposition
8 concerning such information any person not authorized in accordance with ¶¶ 9, 10,
9 and 11 hereof for access to such material. The Parties agree, subject to the Court's
10 approval at the time of any hearing or conference, that all persons not authorized in
11 accordance with ¶¶ 9, 10, and 11 hereof for access to such information may be
12 excluded from any portion of hearings or conferences in this Action concerning such
13 information.

14 15. Nothing in this Protective Order shall be construed to affect the
15 admissibility of any document, testimony, or other evidence in this Action. The
16 production of any document or other information during discovery in the Action
17 shall be without prejudice to any claim that such document or other information is
18 irrelevant to any claims or defenses raised in the Action, and no Party shall be held
19 to have waived any rights by such production to make such claim.

20 16. Any Party in possession of a Producing Party's **CONFIDENTIAL**
21 **INFORMATION** or **ATTORNEYS' EYES ONLY INFORMATION** who
22 receives a request or a subpoena or other process for that Producing Party's
23 **CONFIDENTIAL INFORMATION** or **ATTORNEYS' EYES ONLY**
24 **INFORMATION** from any non-Party to this Action shall, within three (3) business
25 days of receipt of such request, subpoena, or other process, give written notice by
26 overnight delivery and/or fax to counsel of the Producing Party, enclosing a copy of
27 the request, subpoena or other process. Nothing in this Protective Order is intended
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1 to be construed as authorizing a Party to disobey a lawful subpoena issued in
2 another action.

3 17. Producing Parties may redact as Confidential the names, social security
4 numbers, addresses, telephone numbers, fax numbers, email addresses, and other
5 such identifying information of individuals and/or businesses who are not parties to
6 this Action. This Confidential information includes, but is not limited to,
7 identifying and contact information of the Producing Party's customers.

8 18. The terms and conditions of this Order shall remain in full force and
9 effect after the final resolution of this litigation unless the Order is terminated or
10 modified by written order of the Court.

11 19. Within ninety (90) days of final termination of this Action, whether by
12 settlement or a final decision of the Court, each Party shall assemble and return to
13 the other (or certify under oath the destruction of) all **CONFIDENTIAL**
14 **INFORMATION** or **ATTORNEYS' EYES ONLY INFORMATION**, including
15 all copies of documents, all papers and pleadings, and all transcribed testimony, and
16 copies or abstracts thereof. Attorneys of record may keep deposition, trial
17 testimony, papers and pleadings containing **CONFIDENTIAL INFORMATION**
18 or **ATTORNEYS' EYES ONLY INFORMATION**; however, such attorneys are
19 under a continuing obligation to insure the confidentiality of such documents in
20 accordance with the terms of this Order.

21 20. If any Party objects to the designation of any Litigation Materials as
22 **CONFIDENTIAL INFORMATION** or **ATTORNEYS' EYES ONLY**
23 **INFORMATION**, or seeks to use such Litigation Materials other than as permitted
24 by this Order, the Party shall so state by letter to counsel for the person or entity
25 making the designation. The parties agree to meet and confer and resolve any
26 disputes regarding the designation of any Litigation Materials pursuant to Local
27 Rules 37-1 – 37-4. Until the Court rules on such motion, the Litigation Materials at
28 issue shall continue to be treated as **CONFIDENTIAL INFORMATION** or

1 **ATTORNEYS' EYES ONLY INFORMATION** as the case may be. The burden
2 of persuasion shall at all times remain on the Party seeking to maintain the
3 **CONFIDENTIAL** or **ATTORNEYS' EYES ONLY** designation.

4 21. Nothing in this Stipulation shall be construed to impose any limitations
5 on the ability of Parties' counsel to practice law and to accept and/or continue any
6 representation of other clients, including matters adverse to the party opposing their
7 client(s) herein, provided that said counsel shall in such circumstances remain bound
8 by the terms of this Stipulation and shall not disclose or use any Litigation Material
9 for any purpose not related to the conduct of this proceeding.

10 22. Notwithstanding anything to the contrary herein, the restrictions on the
11 use of material do not apply to any information that (i) is or becomes generally
12 available to the public without breach of either the Parties' obligations hereunder or
13 any contractual or other obligation between the Parties; and/or (ii) is lawfully in a
14 person's possession prior to disclosure by the other Party and is not otherwise
15 subject to any confidentiality obligations.

16 23. This Order may be amended or modified only by order of the Court.

17 24. This Order shall not be construed to limit the obligations of the Parties
18 existing under law or under any other agreement whether with regard to
19 confidentiality or otherwise. Nor shall anything in this Protective Order prejudice
20 any Party's rights to enforce or protect its rights or to seek legal redress for any
21 dissemination or use of information which violates any such obligations.

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Dated: _September 16, 2013

Respectfully submitted,

By: /s/Hong-An Vu
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Attorneys for Defendant
ROCKET LAWYER INCORPORATED

Dated: _September 16, 2013

Respectfully submitted,

By: /s/ Mary Ann T. Nguyen [w/
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND
BY PROTECTIVE ORDER

I, _____ [print or type full name], state:

1. My present employer is _____;

2. My address or the address of my present employer is

_____;

3. My present occupation or job description is _____;

4. I agree to keep confidential all information provided to me in the matter of *LegalZoom.com, Inc. v. Rocket Lawyer Incorporated*, Case No. _____ in the United States District Court for the Central District of California, and to be subject to the authority of that Court in the event of any violation or dispute related to this agreement.

5. I have been informed of and have reviewed the Stipulated Protective Order entered in this case, and I will not divulge any information, documents or things that are subject to the Stipulated Protective Order except in accordance with the provisions of the Order;

6. I state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on _____

[printed name]

[signature]