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 11 **ROCKET LAWYER INCORPORATED**

12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**
 14 **WESTERN DIVISION**

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

18 Plaintiff,

19 v.

20 ROCKET LAWYER
 21 INCORPORATED, a Delaware
 corporation,

22 Defendant.

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

**DEFENDANT ROCKET LAWYER,
 INC.'S SEPARATE STATEMENT
 OF UNDISPUTED MATERIAL
 FACTS IN SUPPORT OF ITS
 OPPOSITION TO LEGALZOOM'S
 MOTION FOR SUMMARY
 JUDGMENT**

Date: 9:30 a.m.
 Time: October 21, 2013
 Judge: Judge Gary A. Feess
 Courtroom: 740
 255 East Temple Street
 Los Angeles, CA 90012
 Action Filed: November 20, 2012

Pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Rule 7.1 of this Court, Defendant Rocket Lawyer Incorporated (“Rocket Lawyer”) hereby submits the following statement of material facts in support of its opposition to LegalZoom’s motion for summary judgment:

MATERIAL FACTS

LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
1. LegalZoom and Rocket Lawyer are both providers of online legal products.	Rocket Lawyer’s Answer to Amended Complaint and Amended Counterclaims (“Rocket Lawyer’s Amended Counterclaims”), ECF No. 17, 12:2-3. Undisputed.
2. LegalZoom and Rocket Lawyer compete with one another in the online legal products industry.	Rocket Lawyer’s Amended Counterclaims, ECF No. 17, 12:2-3. Undisputed.
3. LegalZoom and Rocket Lawyer both offer incorporation and formation services and other online legal products.	Rocket Lawyer’s Amended Counterclaims, ECF No. 17, 12:2-3. Undisputed.
4. On its website, Rocket Lawyer touts to provide affordable legal services to individuals, families and business owners.	Declaration of Mary Ann T. Nguyen (“Nguyen Decl.”), ¶ 3, Ex. A (Rocket Lawyer’s “About Us” webpage). Undisputed.

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
5. At least in 2011, 2012 and 2013, Rocket Lawyer advertised “free” incorporation and “free” limited liability companies (LLCs).	Nguyen Decl., ¶ 4, Ex. B (Screen grabs of Rocket Lawyer’s Advertisements). Undisputed.
6. Rocket Lawyer has advertised “Zoom Charges \$99. Rocket Lawyer is Fast, Easy, & Free. Incorporate Your Business Today,” “Incorporate for Free... Pay No Fees \$0,” “Incorporate Your Business at Rocket Lawyer Free,” “Form Your LLC Free at Rocket Lawyer” and “Free... LLCs.”	Nguyen Decl., ¶ 4, Ex. B (Screen grabs of Rocket Lawyer’s Advertisements). Undisputed.
7. Rocket Lawyer’s customers are required to pay the state fees associated with incorporation and formation.	Nguyen Decl., ¶¶ 2, 5, Ex. C (Screen grabs of state filing options through Rocket Lawyer’s services); Declaration of Mary Ann T. Nguyen (“Nguyen Decl.”) Undisputed. Objection: Misleading (Fed. R. Evid. 403).

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
<p>8. Customers who access the Rocket Lawyer link to the “Incorporate for Free... Pay No Fees \$0,” “Incorporate Your Business at Rocket Lawyer Free,” “Form Your LLC Free at Rocket Lawyer” or “Free... LLCs” do not discover that they must actually pay the state filing fees until after they have accessed the Rocket Lawyer website, completed a “company setup” and filled out information relating to the “company details.”</p>	<p>Nguyen Decl., ¶ 6, Ex. D (Screen grabs of Rocket Lawyer’s “Interview” for “Company Set-Up” and “Company Details”)</p> <p>Disputed.</p> <p>Vu Decl., ¶ 3, Exs. 9, 10, 11.</p> <p>Objections: Incomplete (Fed. R. Evid. 106); Misleading (Fed. R. Evid. 403).</p>
<p>9. Rocket Lawyer subsequently changed the language of these advertisements after LegalZoom filed its original Complaint.</p>	<p>Rocket Lawyer’s Answer and Amended Counterclaims, ECF No. 17, 2:26-3:1 (“Rocket Lawyer admits that it has produced new advertisements regarding its business and a variety of services it offers since the service of the original complaint...”).</p> <p>Disputed.</p> <p>Rocket Lawyer’s Answer and Amended Counterclaims, ECF No. 17, 2:26-3:2 (“Rocket Lawyer . . . denies that Rocket Lawyer changed its advertisements in response to allegations in the</p>

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
	Complaint.”). Objections: Irrelevant (Fed. R. Evid. 401, 402); Subsequent Remedial Conduct (Fed. R. Evid. 407); Misleading (Fed. R. Evid. 403).
10. At least in 2012, Rocket Lawyer advertised “Free help from local attorneys” and “Free legal review.”	Nguyen Decl., ¶ 7, Ex. E (Screen grabs of Rocket Lawyer’s Advertisements). Disputed. Nguyen Decl., ¶ 4, Ex. E p. 44; Hollerbach Decl., ¶ 23. Objection: Misleading (Fed. R. Evid. 403).
11. Rocket Lawyer’s customers could access “help from local attorneys” or “legal review” for free only if they were “Eligible Members” who had either (a) purchased three consecutive months of Rocket Lawyer’s monthly Legal Plan, or (b) purchased a Rocket Lawyer annual Legal Plan.	Nguyen Decl., ¶ 8, Ex. F (Rocket Lawyer’s On Call Terms of Service, dated July 2012, as printed on November 27, 2012). Disputed. Vu Decl., ¶ 3, Exs. 12, 13; Hollerbach Decl., ¶¶ 22, 23.

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
12. The paid-membership requirement for access to the purported “free help from local attorneys” and “free legal review” was not disclosed in close proximity to the advertisements on Rocket Lawyer’s website.	Nguyen Decl., ¶ 9, <i>see</i> http://www.rocketlawyer.com/on-call-terms-of -service.rl . Disputed. Vu Decl., ¶ 3, Exs. 2, 3, 7, 12, 13. Objections: Irrelevant (Fed. R. Evid. 401, 402); Misleading (Fed. R. Evid. 403).
13. The paid-membership requirement was only disclosed in Rocket Lawyer’s “On Call Terms of Service,” which was accessible to customers on a separate link found at http://www.rocketlawyer.com/on-call-terms-of -service.rl .	Nguyen Decl., ¶ 9, <i>see</i> http://www.rocketlawyer.com/on-call-terms-of -service.rl . It is undisputed that the paid membership requirement for legal review of documents was disclosed in Rocket Lawyer’s On Call Terms of Service. However, Rocket Lawyer disputes this statement to the extent it implies that free legal help was only available through a paid membership. Nguyen Decl., ¶ 7, Ex. E; Hollerbach Decl., ¶ 23. Objection: Misleading (Fed. R. Evid. 403).

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
<p>14. Rocket Lawyer subsequently changed the language of its “On Call Terms of Service” to provide that “Customers who enter into a one week (seven (7) calendar days) free trial are eligible to receive one (1) free legal matter consultation...” after LegalZoom filed its original Complaint.</p>	<p>Nguyen Decl., ¶ 10, Ex. G (Rocket Lawyer’s On Call Terms of Service, dated November 2012, as printed on November 29, 2012).</p> <p>It is undisputed that Rocket Lawyer changed the language of its “On Call Terms of Service.” However, Rocket Lawyer disputes this statement to the extent it implies that free consultation was not provided in connection with free trials prior to the change.</p> <p>Vu Decl., ¶ 3, Ex. 13; Hollerbach Decl., ¶ 23.</p> <p>Objections: Irrelevant (Fed. R. Evid. 401, 402); Misleading (Fed. R. Evid. 403); Subsequent Remedial Measure (Fed. R. Evid. 407).</p>

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
<p>15. The access to “free help from local attorneys” and “free legal review” during a “free trial” was not available before LegalZoom’s filing of the original Complaint.</p>	<p>Nguyen Decl., ¶ 10, Exs. F and G (Rocket Lawyer’s On Call Terms of Service, dated July 2012, as printed on November 27, 2012; Rocket Lawyer’s On Call Terms of Service, dated November 2012, as printed on November 29, 2012).</p> <p>Disputed.</p> <p>Vu Decl., ¶ 3, Ex. 14; Hollerbach Decl., ¶ 18.</p> <p>Objection: Misleading (Fed. R. Evid. 403).</p>
<p>16. Access to the advertised “free help from local attorneys” and the “free legal review” was still conditioned upon customers actively enrolling in Rocket Lawyer’s trial membership and providing Rocket Lawyer with their credit card information.</p>	<p>Nguyen Decl., ¶ 11, Ex. G (Rocket Lawyer’s On Call Terms of Service, dated November 2012, as printed on November 29, 2012).</p> <p>Undisputed.</p> <p>Objection: Misleading (Fed. R. Evid. 403).</p>
<p>17. At least in 2012 and 2013, Rocket Lawyer advertised on its website “free” trials of its “Basic Legal Plan” and “Pro Legal Plan.”</p>	<p>Nguyen Decl., ¶ 12, Ex. H (Rocket Lawyer “Try It Free” Advertisement).</p> <p>Undisputed.</p>

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
18. Customers who sign up for a one-week free trial membership under the “Basic Legal Plan” or “Pro Legal Plan” must first provide Rocket Lawyer with their credit card information and enroll in Rocket Lawyer’s “negative option” program – <i>i.e.</i> , a program in which customers are automatically enrolled and billed and must contact Rocket Lawyer to opt out of.	Nguyen Decl., ¶ 13, Ex. I (Rocket Lawyer’s “Free” Trial Enrollment Page). Disputed. Vu Decl., ¶ 3, Exs. 5, 6; Hollerbach Decl., ¶¶ 16, 17. Objections: Misleading (Fed. R. Evid. 403); Legal Conclusion (Fed. R. Civ. Proc. 56(c)(4); L.R. 7-7).
19. A disclosure of Rocket Lawyer’s negative option is found in standard font only upon the customer being directed to enroll in the “free trial,” and no further acknowledgement regarding the negative option is provided.	Nguyen Decl., ¶ 13, Ex. I (Rocket Lawyer’s “Free” Trial Enrollment Page). Disputed. Vu Decl., ¶ 3, Exs. 5, 6. Objections: Incomplete (Fed. R. Evid. 106); Misleading (Fed. R. Evid. 403); Legal Conclusion (Fed. R. Civ. Proc. 56(c)(4); L.R. 7-7); Irrelevant (Fed. R. Evid. 401, 402).
20. No further acknowledgement regarding the negative option (other than as described in 19.) is provided.	Nguyen Decl., ¶ 13, Ex. I (Rocket Lawyer’s “Free” Trial Enrollment Page).

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
	<p>Disputed. Vu Decl., ¶ 3, Exs. 5, 6.</p> <p>Objections: Incomplete (Fed. R. Evid. 106); Misleading (Fed. R. Evid. 403); Legal Conclusion (Fed. R. Civ. Proc. 56(c)(4); L.R. 7-7); Irrelevant (Fed. R. Evid. 401, 402).</p>
<p>21. On October 13, 2011, LegalZoom’s Chairman, Brian Liu, contacted Rocket Lawyer’s CEO, Dan Nye, stating that there were “important issues that [LegalZoom’s] legal department has brought up regarding [Rocket Lawyer’s] advertising.”</p>	<p>Nguyen Decl., ¶ 14, Ex. J (E-mail Exchange Between Brian Liu and Dan Nye, dated October 13, 2013).</p> <p>Undisputed.</p> <p>Objections: Incomplete (Fed. R. Evid. 106); Irrelevant (Fed. R. Evid. 401, 402); Hearsay (Fed. R. Evid. 801, 802); Misleading (Fed. R. Evid. 403).</p>
<p>22. Dan Nye responded by stating that Liu should discuss this issue with Charley Moore, Rocket Lawyer’s founder and Chairman, and copied Moore on the email exchange.</p>	<p>Nguyen Decl., ¶ 14, Ex. J (E-mail Exchange Between Brian Liu and Dan Nye, dated October 13, 2013).</p> <p>Undisputed.</p> <p>Objection: Incomplete (Fed. R. Evid. 106).</p>

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
<p>23. On October 14, Brian Liu had a telephone conversation with Charley Moore, stating that LegalZoom took issue with Rocket Lawyer’s ads, which promised “Set up a Free LLC... Totally Free,” and “100% Free,” since state filing fees must always be paid when setting up an LLC through Rocket Lawyer.</p>	<p>Nguyen Decl., ¶ 15, Ex. K (E-Mail from Brian Liu to Charley Moore, dated October 14, 2011).</p> <p>Undisputed.</p> <p>Objections: Irrelevant (Fed. R. Evid. 401, 402); Hearsay (Fed. R. Evid. 801, 802); Legal Conclusion (Fed. R. Civ. Proc. 56(c)(4); L.R. 7-7).</p>
<p>24. Brian Liu also asked Charley Moore to read and follow the Federal Trade Commission’s guidelines regarding the use of the word “free” in advertising, which requires, among other things, that “all terms, conditions and obligations upon which receipt and retention of the “Free” item are contingent should be set forth clearly and conspicuously <i>at the outset of the offer</i> so as to leave no reasonable probability that the terms of the offer might be misunderstood.”</p>	<p>Nguyen Decl., ¶ 15, Ex. K (E-Mail from Brian Liu to Charley Moore, dated October 14, 2011).</p> <p>Undisputed.</p> <p>Objections: Irrelevant (Fed. R. Evid. 401, 402); Hearsay (Fed. R. Evid. 801, 802); Misleading (Fed. R. Evid. 403); Legal Conclusion (Fed. R. Civ. Proc. 56(c)(4); L.R. 7-7); Best Evidence (Fed. R. Evid. 1001, 1002).</p>
<p>25. Brian Liu requested that Rocket Lawyer immediately take down these and other misleading advertisements.</p>	<p>Nguyen Decl., ¶ 15, Ex. K (E-Mail from Brian Liu to Charley Moore, dated October 14, 2011).</p>

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LEGALZOOM’S ALLEGED UNCONTROVERTED FACT	EVIDENTIARY SUPPORT
	<p>Undisputed.</p> <p>Objections: Misleading (Fed. R. Evid. 403); Hearsay (Fed. R. Evid. 801, 802); Legal Conclusion (Fed. R. Civ. Proc. 56(c)(4); L.R. 7-7).</p>
<p>26. In November 2011, Rocket Lawyer’s advertising regarding “free” trials and services still had not been changed or removed.</p>	<p>Nguyen Decl., ¶ 16, Ex. L (Liu’s November E-mails to Rocket Lawyer).</p> <p>Undisputed.</p> <p>Objections: Hearsay (Fed. R. Evid. 801, 802); Best Evidence Rule (Fed. R. Evid. 1001, 1002).</p>
<p>27. Beginning November 15, 2011, in a series of emails, Brian Liu repeatedly requested that Rocket Lawyer discontinue its false advertising and unfair competition practices.</p>	<p>Nguyen Decl., ¶ 16, Ex. L (Liu’s November E-mails to Rocket Lawyer).</p> <p>Undisputed that the email exchange occurs, but disputed as to the characterization of Rocket Lawyer’s conduct.</p> <p>Objections: Misleading (Fed. R. Evid. 403); Hearsay (Fed. R. Evid. 801, 802); Legal Conclusion (Fed. R. Civ. Proc. 56(c)(4); L.R. 7-7).</p>

ADDITIONAL MATERIAL FACTS

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
28. In 2000, LegalZoom developed a business model whereby it would sell legal products to consumers on the Internet, but only deliver final documents in hard copy by mail.	Vu Decl., ¶2, Ex. 1, ¶ 7, Ex. 20; ¶ 7, Ex. 21.
29. LegalZoom has provided services to approximately two million customers.	Vu Decl., ¶ 2, Ex.1.
30. Beginning in 2007, Rocket Lawyer has offered users various online legal services, many for free or included in a subscription plan.	Vu Decl., ¶ 3, Exs. 2, 3, 4; Hollerbach Decl., ¶ 3.
31. Free to all Rocket Lawyer users are a number of legal forms, letter templates, and informative articles about many areas of law.	Hollerbach Decl., ¶ 4.
32. Rocket Lawyer’s subscription plans provide access to all of Rocket Lawyer’s legal software, enabling users to create, edit, store, e-sign, download, print, or share with an attorney for review all legal documents created on Rocketlawyer.com.	Hollerbach Decl., ¶ 5.
33. The Rocket Lawyer service has	Hollerbach Decl., ¶ 6.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
always been built on a cloud-computing platform that helps consumers to satisfy their legal needs without waiting for delivery of a physical document by mail.	
34. Rocket Lawyer has served approximately nine million customers, over 90% of whom have never paid anything to Rocket Lawyer for use of its services.	Hollerbach Decl., ¶¶ 7, 8.
35. Rocket Lawyer’s service is constantly progressing in support of its mission to make legal help affordable to everyone.	Hollerbach Decl., ¶ 9, Ex. A.
36. At the time LegalZoom’s complaint was filed, Rocket Lawyer offered two types of subscription plans—a Pro Legal Plan with premium access to all Rocket Lawyer functionality, and a Basic Legal Plan, which excluded only the functionality related to forming or running a business.	Hollerbach Decl., ¶ 10.
37. Similar to free trials offered by many consumer businesses, any consumer	Vu Decl., ¶ 3, Exs. 5, 6, 7; Hollerbach Decl., ¶ 11, Ex. B.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
could try a Basic or Pro Legal Plan and all services available under the selected plan, for seven days at no cost, provided that the consumer canceled the plan by the end of the seventh day.	
38. If a consumer chose not to cancel their trial plan by the end of the seventh day of the plan, the trial converted to a paid version of the plan on the eighth day.	Vu Decl., ¶ 3, Exs. 5, 6, 7, 8.
39. Even if a consumer canceled the free trial, he would continue to have full access to Rocketlawyer.com for the remainder of the trial period, and have post-trial access to any documents created during the trial.	Vu Decl., ¶ 3, Ex. 7; Hollerbach Decl., ¶ 12.
40. A typical user would enroll in a free trial by clicking on a search engine ad, such as an ad for a legal document; the link would direct the user to an interactive interview for the document.	Hollerbach Decl., ¶¶ 13, 14.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
41. At the end of the interview, the user had the option to enroll in a free trial or a paying plan; if the user elected to enroll in a free trial, the user would be taken to a web page explaining the Pro or Basic Legal Plan.	Vu Decl., ¶ 3, Ex. 8; Hollerbach Decl., ¶ 14; ¶ 15, Ex. C; ¶ 16.
42. The explanatory web pages were also available through Rocket Lawyer’s homepage and other channels.	Hollerbach Decl., ¶ 17.
43. By toggling between the Pro and Basic plan options, a consumer could choose which type of plan he or she would like to try.	Vu Decl., ¶ 3, Exs. 5, 6; Hollerbach Decl., ¶ 16.
44. The explanatory pages for both plans contained information regarding the free trial and conversion to subscription plans, and included a toll free phone number the user could call to cancel the free trial plan; the toll free number was, and still is, at the top of the registration pages.	Vu Decl., ¶ 3, Exs. 5, 6.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
45. In addition, to ensure that customers have answers to questions about the free trial, Rocket Lawyer has an FAQ section devoted to them, which also details the different ways a customer can cancel any plan—through the customer’s account page, via chat, email, or telephone.	Vu Decl., ¶ 3, Ex. 7.
46. Customers can access the terms and conditions for the website in general on each page of Rocketlawyer.com, and must acknowledge the same terms and conditions before acting to enroll in any Rocket Lawyer subscription plan.	Vu Decl., ¶ 3, Exs. 5, 6; Hollerbach Decl., ¶ 17.
47. All members enrolled in a free or paying Pro Legal Plan receive free incorporation services; Rocket Lawyer charges no fee for its services in assisting in the filing and processing of incorporation or entity formation papers submitted by free trial or paying Pro Legal Plan members.	Vu Decl., ¶ 3, Exs. 9, 10,11; Hollerbach Decl., ¶ 19.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
48. Members enrolled in a free or paying Pro Legal Plan who require incorporation services only pay the state-mandated filing fees, which Rocket Lawyer discloses at various stages of the incorporation interview prior to requiring any payment information.	Vu Decl., ¶ 3, Exs. 9, 10, 11.
49. Members enrolled in a free or paying Pro Legal Plan who require incorporation services may also add services not required, though commonly preferred, related to incorporation or entity formation—such as a federal tax ID, a registered agent, etc.—which Rocket Lawyer provides at a discount over its competitors.	Vu Decl., ¶ 3, Exs. 9,11.
50. Rocket Lawyer’s subscription plans include access to Rocket Lawyer’s On Call attorneys who can provide legal advice or live consultations, answer written questions, and/or review legal documents.	Vu Decl., ¶ 3, Exs. 12, 13; Hollerbach Decl., ¶ 22.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
51. Outside of the On Call program, Rocket Lawyer registered users, whether on a free trial or a legal plan, can contact an attorney for a free consultation at any time.	Hollerbach Decl., ¶ 23.
52. A search on Google.com for “legal documents” generates information for over a dozen companies on the first page of the search alone; many of these companies offer services similar to Rocket Lawyer’s and advertise such services in a similar fashion.	Vu Decl., ¶ 4, Ex. 14; ¶ 5, Ex.15; ¶ 6, Ex. 16.
53. LegalZoom now offers packaged documents, such as real estate leases, and allows customers to edit and download these forms electronically; however, LegalZoom charges \$29 for the forms about one area of law and only allows customers to edit the forms for one week, unless they pay an <i>additional</i> \$20 for unlimited revisions.	Vu Decl., ¶ 7, Ex. 17.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
54. LegalZoom also began to offer incorporation services; however, unlike Rocket Lawyer or other competitors such as Law Depot, Incforfree, and Mycorporation, LegalZoom continues to charge a fee for its assistance with the filing process.	Vu Decl., ¶ 7, Exs. 21, 22, 23. Hollerbach Decl., ¶ 21.
55. LegalZoom also began offering subscription plans with attorney consultation time in 2011; however, LegalZoom still adheres to the postal mail business model and does not appear to offer any single plan comparable to Rocket Lawyer’s Pro Plan (i.e. a plan that combines business and personal support).	Vu Decl., ¶ 7, Exs. 18, 19; ¶ 12, Ex. 30.
56. Legal Zoom only discounts attorney services outside of the subscription plans by 25%.	Vu Decl., ¶ 7, Ex. 19.
57. Rocket Lawyer’s On Call attorneys agree to discount services by 40% or charge \$125 an hour.	Vu Decl., ¶ 3, Exs. 12, 13.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
58. LegalZoom has advertised its incorporation services without disclosing the additional state-imposed fees in the same way Rocket Lawyer has.	Vu Decl., ¶ 7, Exs. 21, 22.
59. LegalZoom and Rocket Lawyer each have published advertisements in which state fees are not referenced; whereas the Rocket Lawyer ad provides a link with more information regarding pricing, where state fees are disclosed, when a consumer clicks on the referenced LegalZoom ad, they are brought to a LegalZoom webpage that displays incorporation pricing <i>with no reference to state fees</i> .	Vu Decl., ¶ 7, Exs. 21, 22, 23.
60. In a direct comparison, LegalZoom’s prices are higher than Rocket Lawyer’s even if state fees were listed, because LegalZoom always charges for the incorporation service it provides.	Vu Decl., ¶ 7, Ex. 23.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
61. Rocket Lawyer’s disclosure of state incorporation fees has been described as clearer than LegalZoom’s disclosure.	<i>See</i> Vu Decl., ¶ 14, 32; ¶ 15, Ex. 33.
62. LegalZoom does not disclose in its own advertisements the third party costs associated with using LegalZoom.com identified in its Supplemental Terms of Use.	Vu Decl., ¶ 7, Ex. 24.
63. LegalZoom has published and continues to publish advertisements claiming that it has an ‘A’ rating with the Better Business Bureau (“BBB”).	Vu Decl., ¶ 7, Ex. 25; ¶ 8, Ex. 26.
64. LegalZoom has not had an ‘A’ rating with the BBB since March of 2013.	Vu Decl., ¶ 9, Ex. 27; ¶ 10, Ex. 28; ¶ 11, Ex. 29.
65. Rocket Lawyer charges no fee for its assistance in processing and filing incorporation papers for trial and paid Pro Legal Plan Members.	Hollerbach Decl., ¶ 19.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
66. Rocket Lawyer does not retain any portion of the state fees charged in connection with incorporation; all such charges are assessed by the state, and thus are entirely passed on to the state through a third party.	Vu Decl., ¶ 3, Ex. 11; Hollerbach Decl., ¶ 20.
67. “Free legal help” has always been available to registered users in the form of free consultations with On Call attorneys.	Nguyen Decl., ¶ 7, Ex. E; Hollerbach Decl., ¶ 23.
68. Each Rocket Lawyer advertisement at issue contains a link to Rocketlawyer.com or is published on Rocketlawyer.com.	Nguyen Decl., ¶ 4, Ex. B
69. Rocket Lawyer discloses the state fees on the incorporation and entity formation page of its website, and at other points prior to the customer inserting any credit card information.	Vu Decl., ¶ 3, Exs. 9, 10, 11.
70. Rocket Lawyer does in fact provide the “free legal help” advertised by making attorney consultation available to all registered users.	Hollerbach Decl., ¶ 23.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
71. All of the details of Rocket Lawyer’s free trial plan are disclosed on Rocketlawyer.com.	Vu Decl., ¶ 3, Exs. 5, 6, 7.
72. Regarding the Rocket Lawyer advertisement which states that “Zoom Charges \$99, We’re Free,” LegalZoom’s incorporation services start at \$99; the advertisement therefore fairly references the lowest price offered by LegalZoom.	Vu Decl., ¶ 7, Exs. 22, 23.
73. All competitors offer low-cost services, neutralizing the materiality of price, and customers differentiate among them based on speed, quality, ease of use, and breadth of services.	Vu Decl., ¶ 4, Ex. 14; ¶ 5, Ex.15; ¶ 6, Ex. 16; 13, Ex. 31.
74. After March 2013, when Rocket Lawyer began to mention state fees in all of its incorporation advertisements, the average number of incorporations performed using Rocket Lawyer services each month remained basically unchanged.	Hollerbach Decl., ¶¶ 24, 25.
75. Rocket Lawyer’s free trial is not contingent upon the purchase of any item.	Vu Decl., ¶ 3, Exs. 5, 6, 7.

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ROCKET LAWYER’S STATEMENT OF MATERIAL UNCONTROVERTED FACTS IN SUPPORT OF ITS OPPOSITION	EVIDENTIARY SUPPORT
76. The incorporation services webpage conspicuously discloses that the service is available for free trial and paying Pro Legal Plan members and the price of these plans – free and \$39.95 per month.	Vu Decl., ¶ 3, Ex. 8.
77. The FTC has never initiated an action nor contacted Rocket Lawyer about any of its advertisements.	Hollerbach Decl., ¶ 26.

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