

1 PATRICIA L. GLASER - State Bar No. 55668
 pglaser@glaserweil.com
 2 FRED D. HEATHER - State Bar No. 110650
 fheather@glaserweil.com
 3 MARY ANN T. NGUYEN - State Bar No. 269099
 mnguyen@glaserweil.com
 4 GLASER WEIL FINK JACOBS
 HOWARD AVCHEN & SHAPIRO LLP
 5 10250 Constellation Boulevard, 19th Floor
 Los Angeles, California 90067
 6 Telephone: (310) 553-3000
 Facsimile: (310) 556-2920

7 Attorneys for Plaintiff
 8 LegalZoom.com, Inc.

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

Glaser Weil Fink Jacobs
 Howard Avchen & Shapiro LLP

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

**EX PARTE APPLICATION AND
 APPLICATION TO CONTINUE
 THE TRIAL AND RELATED
 DATES SET IN THE COURT'S
 JANUARY 22, 2014 ORDER FOR
 GOOD CAUSE; MEMORANDUM
 OF POINTS AND AUTHORITIES;
 DECLARATIONS OF PATRICIA
 JONES WINOGRAD AND MARY
 ANN NGUYEN**

[[PROPOSED] ORDER FILED
 CONCURRENTLY HEREWITH]

Complaint Filed: November 20, 2012

24
25
26
27
28

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

2 PLEASE TAKE NOTICE THAT Plaintiff LegalZoom.com, Inc.
3 (“LegalZoom”) will and hereby does apply, *ex parte*, for an Order continuing the
4 expert discovery cut-off and disclosure date in this case. Indeed, despite
5 LegalZoom’s persistent and diligent efforts to obtain factual information critical to its
6 expert disclosures, Rocket Lawyer has only, belatedly, supplied LegalZoom with a
7 voluminous amount of information, amounting to more than *1.5 million* separate
8 entries relating to the ads that are the centerpiece of this case. Other information,
9 including information relating to RocketLawyer’s damages, still remains outstanding.
10 Under the circumstances, adherence to the current discovery cut-off dates would
11 prevent LegalZoom from being afforded an ample and meaningful opportunity to
12 consider all relevant information in connection with its expert disclosures in this case,
13 and thereby prejudice LegalZoom.

14 This application is made based upon the accompanying Memorandum of Points
15 and Authorities, the Declarations of Patricia Jones Winograd and Mary Ann Nguyen
16 filed concurrently herewith, the relevant pleadings, documents and matters of which
17 this Court may take judicial notice, and on such other matters which may properly
18 come before this Court at the hearing on this *Ex parte* Application.

19 DATED: April 4, 2014

Respectfully submitted,

20 GLASER WEIL FINK JACOBS
21 HOWARD AVCHEN & SHAPIRO LLP

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

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff LegalZoom.com, Inc. (“LegalZoom”) requests that this Court continue
4 the expert discovery disclosure date, and any other date impacted thereby, in order
5 that LegalZoom be provided with a meaningful opportunity to complete its fact and
6 expert discovery. The current expert discovery cut-off date is April 15, 2014; the
7 current fact discovery cut-off is June 24, 2014. Notwithstanding the imminence of
8 the expert disclosure deadline, Defendant Rocket Lawyer Incorporated (“Rocket
9 Lawyer”) has just provided LegalZoom with more than *1.5 million* separately-
10 itemized line items involving multiple data points relating to the ads that are at issue
11 in this action and which LegalZoom has repeatedly requested since last year. Other
12 data, including information relating to its allegedly false ads, remains outstanding.
13 Although the precise scope and import of this information requires analysis and
14 possible follow-up discovery, the recently-disclosed information will comprise or
15 provide the foundation for expert opinion in this case. Given the belated and
16 voluminous nature of Rocket Lawyer’s recent productions and absence of other
17 important information, adherence to the current schedule (which establishes the
18 expert disclosure deadline 70 days prior to the fact discovery cut off) would result in
19 unfair prejudice to LegalZoom’s rights to fully and meaningfully prepare this case for
20 trial. Accordingly, LegalZoom respectfully submits that good cause exists for the
21 instant application.

22 **II. FACTUAL BACKGROUND**

23 **A. LegalZoom’s Claims.**

24 The gravamen of this case is LegalZoom’s contention that Rocket Lawyer
25 engaged in false advertising in violation of the Lanham Act and Business and
26 Professions Code by, among other things, using LegalZoom’s mark in its advertising
27 and falsely advertising that various of its products and services were free. (See First
28 Amended Complaint, “FAC” ¶¶ 12-14.) At the heart of LegalZoom’s claims, then,

1 are the ads that Rocket Lawyer has published during the operative time period. *Id.*

2 **B. Discovery Relating to LegalZoom’s Claims**

3 Although LegalZoom’s complaint was premised on at least five RocketLawyer
4 ads, since the commencement of discovery, LegalZoom has requested information in
5 discovery concerning all ads Rocket Lawyer has published that relate to its allegedly
6 “free” offer of services and/or the use of LegalZoom’s mark. (Declaration of Mary
7 Ann Nguyen, “Nguyen Decl. ¶¶ 2, 3.) LegalZoom also requested, among other
8 things, information relating to RocketLawyer’s ads, including the ads themselves and
9 information concerning the time periods during which Rocket Lawyer’s ads ran, the
10 number of consumers converted on account of the ads and information relating to the
11 revenue Rocket Lawyer earned in connection with the ads, in order to allow
12 LegalZoom to ascertain and assess damages, among other things. (Nguyen Decl. ¶ 3.)

13 Notably, RocketLawyer also requested information that hinges on data about
14 those ads, including the dates when the ads were published. For example,
15 RocketLawyer requested information concerning revenues LegalZoom made while
16 the ads were running. (Nguyen Decl. ¶ 4.)

17 **C. Sequence/History of Discovery Efforts**

18 Although the parties have been actively involved in discovery—efforts, to date,
19 which have involved the preparation of supplemental discovery responses, the
20 preparation of additional discovery, including third-party discovery, and extensive
21 meet and confers on numerous occasions in an effort to resolve various discovery
22 issues—the parties are still engaged in significant fact discovery. (Nguyen Decl. ¶5.)
23 To date, not a single deposition has been taken by either party. (Declaration of
24 Patricia Jones Winograd, “Winograd Decl.” ¶ 8.) Motions to compel are
25 contemplated or have been raised by both sides. And, pursuant to their mutual
26 agreement, the parties commenced rolling document productions in earnest on
27 January 24, 2014. (Winograd Decl. ¶ 2.)

28 Moreover, the parties are still in the midst of meeting and conferring in

1 connection with certain issues (some of which may ultimately require judicial
2 resolution). In fact, on account of the many such meet and confers and the state of
3 discovery, the parties have now twice agreed that more time than that originally
4 contemplated was necessary to complete discovery.¹

5 **D. Attempts to Meet and Confer.**

6 Information regarding Rocket Lawyer’s misleading advertisements, which are
7 at the heart of LegalZoom’s claims and contentions and some of which still remains
8 outstanding, has been the subject of continued and repeated dialogue amongst the
9 parties *since the commencement of discovery*. (Winograd Decl. ¶ 2.) Indeed, the
10 specific requests that yielded the production that has just been made, were the subject
11 of at least three separate meet and confer letters and at least two telephonic meet and
12 confers dating back to November of last year. Indeed, LegalZoom communicated
13 with RocketLawyer about the importance of the ads and information relating to the
14 ads *in writing* as early as November 5, 2013, and again on January 16, 2014.
15 (Winograd Decl., ¶ 2). Then, and during telephonic meet and confers, LegalZoom
16 emphasized the need for the information pertaining to RocketLawyer ads and their
17 centrality in this case.

18 Again, just before Rocket Lawyer’s submission of the voluminous production,
19 and without the knowledge that RocketLawyer would imminently produce

20
21 ¹Twice before now, the parties initially agreed that additional time was
22 necessary to complete discovery. (Nguyen Decl. ¶ 5.) Indeed, on October 2, 2013,
23 the parties jointly stipulated to an extension of the Court’s April 11, 2013 Scheduling
24 Order deadlines by approximately 120 days. (Nguyen Decl. ¶6.) On October 6,
25 2013, the Court entered an order granting the parties’ joint stipulation to continue the
26 trial and discovery dates set in the Court’s April 11, 2013 Scheduling Order. *Id.*
27 Then, On January 21, 2014, the parties jointly stipulated to an additional extension of
28 the Court’s October 6, 2013 Scheduling Order deadlines by approximately 60 days.
(Nguyen Decl. ¶7.) On January 22, 2014, the Court entered an order granting the
parties’ joint stipulation to continue the trial and discovery dates set in the Court’s
October 6, 2013 Scheduling Order. *Id.*

1 voluminous and seemingly informative spreadsheets containing hundreds of
2 thousands of ads and other related information, Legal Zoom again conveyed to
3 RocketLawyer the centrality of this information and warned that failure to produce
4 the information would undoubtedly impact LegalZoom’s ability to complete its expert
5 disclosures and would require that it extend the expert disclosure date and any other
6 deadlines that were impacted thereby. (Winograd Decl. ¶ 2, 7).

7 In the last week, Rocket Lawyer has made significant seriatim productions.
8 Specifically, Rocket Lawyer produced spreadsheets containing more than *1.5 million*
9 separate entries identifying thousands of ads, the dates on which such advertisements
10 began and some apparent associated financial and conversion data under the cloak of
11 attorneys’ eyes only designations. (Winograd Decl. ¶ 4.) The data not only requires
12 consideration, as the information needs to be decoded and synthesized by LegalZoom
13 and its experts, but may also require additional discovery in the form of depositions.
14 The information is not entirely clear. For example, RocketLawyer appears to be
15 providing “conversion” information related to each of the more than 1.5 million
16 entries. LegalZoom is unsure what this number represents. And, because the
17 information has been designated as attorneys’ eyes only under the parties’ Protective
18 Order, there will be additional steps—some of which LegalZoom has already
19 initiated—designed to ensure that it can properly deal with and decipher the
20 information with its experts. LegalZoom may, in fact, need to take depositions
21 concerning the information to the extent necessary. In short, while it may be entirely
22 comprehensible to RocketLawyer, LegalZoom needs to be afforded the time to
23 consider and assess the impact of the information and to synthesize it within the
24 context of its expert analyses.

25 Moreover, LegalZoom is still without some other information it has requested.
26 For example, RocketLawyer appears not to have yet provided LegalZoom with all of
27 the damages information it requested. And, RocketLawyer has repeatedly indicated
28 that some of the other information LegalZoom has requested, in the form of its ads

1 and website landing pages—both also relevant to LegalZoom’s disclosures—are still
2 being obtained.

3 Notwithstanding the entirely absent, on the one hand, and recent disclosures of
4 certain fact discovery, on the other, Rocket Lawyer has been steadfast in its refusal to
5 extend the deadlines in this case. (Winograd Decl. ¶ 6.) Following Rocket Lawyer’s
6 voluminous and belated productions, on March 28, 2014, LegalZoom immediately
7 requested that Rocket Lawyer agree to continue upcoming deadlines and informed
8 Rocket Lawyer that, in the absence of Rocket Lawyer’s agreement to continue the
9 deadlines, LegalZoom would have no choice but to seek a court order to extend the
10 deadlines. (Nguyen Decl. ¶ 8.) Rocket Lawyer refused. Then, when on April 2,
11 2014, LegalZoom notified Rocket Lawyer of its intention to apply *ex parte* on April
12 3, 2014 for a continuance of the deadlines, RocketLawyer still refused to move the
13 deadlines to provide LegalZoom with a meaningful opportunity to review the data
14 produced and receive other data despite its own acknowledgement that some
15 extension may be appropriate. (Nguyen Decl. ¶ 9.; Winograd Decl., ¶ 6).
16 RocketLawyer first agreed to provide LegalZoom with a four-day extension; its last
17 offer was only a seven-day extension of the expert disclosure date. (*Id.*)

18 This application and the Proposed Order is filed more than a week in advance
19 of any deadlines in this case.

20 **III. LEGAL STANDARD AND SUPPORT FOR EX PARTE APPLICATION**

21 To justify *ex parte* relief, the moving party must show: (1) that the moving
22 party’s cause will be irreparably prejudiced if the underlying motion is heard
23 according to regular noticed motion procedures; and (2) it must be established that the
24 moving party is without fault in creating the crisis that requires *ex parte* relief, or that
25 the crisis occurred as a result of excusable neglect. *Mission Power Eng’g Co. v.*
26 *Continental Cas. Co.*, 883 F. Supp. 488, 492 (C.D. Cal. 1995).

27 A regularly-noticed motion under the circumstances would be impracticable
28 and would leave LegalZoom in a significantly more prejudiced position than the

1 currently prejudiced position it now finds itself. The expert disclosure date under the
2 current schedule (which is required to predate the fact discovery cut-off by 70 days),
3 is currently set for April 15, 2014. Yet, on the near eve of the cut-off date,
4 RocketLawyer produced a voluminous amount of information (and other information
5 is still outstanding) that LegalZoom should be entitled to meaningfully consider in
6 conjunction with its expert disclosures. If LegalZoom were required to wait to seek,
7 or be required to postpone seeking, the herein requested continuance for the requisite
8 regular motion notice period, LegalZoom would be irreparably prejudiced in that it
9 would have to provide its expert disclosures without the benefit of an opportunity to
10 consider this information and other outstanding information in connection with its
11 expert disclosures.

12 **IV. GOOD CAUSE EXISTS FOR THE REQUESTED CONTINUANCE**

13 When good cause exists, as it does in this case, a schedule may be modified
14 with the Court’s consent. Fed. R. Civ. Proc. 16(b)(4). Furthermore, the “matter of
15 continuance is traditionally within the discretion of the trial judge.” *Ungar v.*
16 *Sarafite*, 376 U.S. 575, 589 (U.S. 1964). In order to establish good cause, a party
17 must establish that, even with the exercise of due diligence, they cannot meet the
18 court’s timetable. *Johnson v. Mammoth Recreations, Inc.* (9th Cir. 1992) 975 F2d
19 604, 609 (Rule 16(b)’s “good cause standard primarily considers the diligence of the
20 party seeking the amendment.”).

21 The relief herein is being sought to enable LegalZoom a full and complete
22 opportunity to investigate and conduct discovery of the matters relating to its
23 Complaint and defenses in order to fully prepare the case for a trial on the merits;
24 LegalZoom’s request comes only after its diligence and despite its efforts to obtain
25 the requested information.² Faced with RocketLawyer’s refusals or justification as to

26 _____
27 ² RocketLawyer contends that its delay in providing the information stems from its
28 uncertainty about the nature of the information LegalZoom was requesting. Even if
this were true—which LegalZoom contends it is not—there is still no credible
argument that LegalZoom should be blamed for RocketLawyer’s delay in providing

1 why this information was not previously notwithstanding before now aside,
2 LegalZoom's ability to appropriately complete its expert disclosures is now
3 threatened. RocketLawyer itself admits that it is still in the process of compiling and
4 obtaining other information that LegalZoom has requested. The current pretrial and
5 trial schedule simply does not provide LegalZoom enough time to complete its certain
6 fact expert discovery necessary to prepare for trial. RocketLawyer should be not
7 permitted to obtain advantage from its delay in providing LegalZoom with
8 information that is at the very heart of this case. Simply put, if the current schedule is
9 maintained, LegalZoom will necessarily and inevitably be irreparably prejudiced in
10 its ability to prepare for trial and effectively prosecute its claims and defenses in this
11 action despite its efforts to do so.

12 **VI. CONCLUSION**

13 Based on the foregoing, LegalZoom respectfully requests that this Court grant
14 this *Ex parte* Application in its entirety and continue the trial and any and all related
15 dates consistent with the Proposed Order lodged concurrently herewith.

16
17 DATED: April 4, 2014

Respectfully submitted,

18 GLASER WEIL FINK JACOBS
19 HOWARD AVCHEN & SHAPIRO LLP

20
21 By: /s/ Fred Heather
22 PATRICIA L. GLASER
23 FRED D. HEATHER
MARY ANN T. NGUYEN
Attorneys for Plaintiff

24 the information that it now has and its continued refusal to provide other information.
25 Again, LegalZoom still has no damages information it has requested. Further,
26 although it may be that some of the conversion information is in the belatedly-
27 produced charts, LegalZoom is not sure, without follow-up, whether the material
28 include the conversion information that LegalZoom seeks. And, as to the information
it did provide, if ever it were confused, RocketLawyer could have, at the very least,
provided information about the ads that it did know were at issue because they were
specifically identified in LegalZoom's complaint and its motion for summary
judgment.

LegalZoom.com, Inc.

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

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

DECLARATION OF MARY ANN 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 *Ex parte* Application to Continue the Trial and Related Dates Set Forth in the Court’s January 22, 2014 Scheduling Order. 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. LegalZoom’s complaint was premised on at least five “free” ads, including, “incorporate for free... pay no fees (\$0),” “free incorporation,” “free help from local attorneys,” “free legal review,” and “free” trials of Rocket Lawyer’s “Pro Legal Plan” as set forth in Paragraph 14 in the FAC.

3. LegalZoom has requested, since the commencement of discovery, information concerning all ads Rocket Lawyer has published that relate to its allegedly “free” offer of services and/or the use of LegalZoom’s mark, including the dates on which such ads ran and any information concerning the conversion of consumers on account of the ads, as evidenced by LegalZoom’s Requests for Production of Documents, Requests Nos. 1, 5, 9, 10, 11, 17, 19, 49 and 50. Attached hereto as **Exhibit A** is a true and correct copy of LegalZoom’s Request for Production of Documents, which was served on Rocket Lawyer on March 12, 2013.

4. Rocket Lawyer’s own request for damages information requires that LegalZoom make reference to such Rocket Lawyer advertisements and the dates on which the advertisements ran as evidenced by Rocket Lawyer’s Request for Production of Documents, Request No. 21. Attached hereto as **Exhibit B** is a true and correct copy of Rocket Lawyer’s Request for Production of Documents, which was served on LegalZoom on March 11, 2013.

1 5. Discovery, to date, has involved the service of supplemental discovery
2 responses, third-party discovery, and meet and confers on numerous occasions in an
3 effort to resolve various discovery issues and disputes. In so doing, the parties
4 engaged in multiple meet and confers and twice agreed that additional time was
5 necessary to complete discovery.

6 6. On October 2, 2013, the parties jointly stipulated to an extension of the
7 Court's April 11, 2013 Scheduling Order deadlines by approximately 120 days. On
8 October 6, 2013, the Court entered an order granting the parties' joint stipulation to
9 continue the trial and discovery dates set in the Court's April 11, 2013 Scheduling
10 Order.

11 7. On January 21, 2014, the parties jointly stipulated to an additional
12 extension of the Court's October 6, 2013 Scheduling Order deadlines by
13 approximately 60 days. On January 22, 2014, the Court entered an order granting the
14 parties' joint stipulation to continue the trial and discovery dates set in the Court's
15 October 6, 2013 Scheduling Order.

16 8. On March 28, 2014, LegalZoom requested for a second time that Rocket
17 Lawyer agree to continue upcoming deadlines and informed Rocket Lawyer that, in
18 the absence of Rocket Lawyer's agreement to continue the deadlines, LegalZoom
19 would have no choice but to seek a court order to extend the deadlines. Attached
20 hereto as **Exhibit C** is true and correct copy of LegalZoom's letter to Rocket Lawyer,
21 dated March 28, 2014.

22 9. On April 2, 2014, LegalZoom notified Rocket Lawyer of its intention to
23 apply *ex parte* on April 3, 2014 for a continuance of the deadlines. Rocket Lawyer
24 was steadfast that it opposed the application. Attached hereto as **Exhibit D** are true
25 and correct copies of LegalZoom's notification to Rocket Lawyer, dated April 2,
26 2014, and Rocket Lawyer's response on April 2, 2014.

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

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

Executed on April 4, 2014 at Los Angeles, California.

/s/ Mary Ann T. Nguyen
MARY ANN T. NGUYEN

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

DECLARATION OF PATRICIA JONES WINOGRAD

I, PATRICIA JONES WINOGRAD, 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 Of Counsel to 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 *Ex parte* Application to Continue the Trial and Related Dates Set Forth in the Court’s January 22, 2014 Scheduling Order. 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. Pursuant to the parties’ mutual agreement, rolling document productions began in earnest by both parties on January 24, 2014. Since that time, the parties have continued to meet and confer regarding various discovery issues and disputes. Attached hereto as **Exhibits E, F and G** are true and correct copies of meet and confer letters I sent to counsel for RocketLawyer on November 5, 2013, January 16, 2014 and March 20 2014, respectively.

3. I, or associates at my direction, have reviewed the documents produced by RocketLawyer. To date, there are approximately 20-30 documents that appear to constitute an ad (and we are unsure whether these ads were actually test ads or actual ads) or landing pages on RocketLawyer’s website. In the last ten days, Rocket Lawyer has produced spreadsheets containing more than 1.5 million separate entries identifying thousands of ads, the dates on which such advertisements began and the associated financial and conversion data under the cloak of attorneys’ eyes only designations.

4. Attached hereto as **Exhibit H** is true and correct copy of Rocket Lawyer’s response, dated March 24, 2014.

5. There have been no depositions taken by either party in the case.

6. On April 2, 2014, I telephoned RocketLawyer’s counsel, who called in

1 response to LegalZoom’s notice of the ex parte application. Ms. Vu stated, among
2 other things, that RocketLawyer would be willing to provide a four day extension. At
3 the end of our conversation, she conveyed that RocketLawyer would consider a
4 seven-day extension of the expert disclosure deadline. I communicated that
5 LegalZoom believed it needed much more time, at a minimum, three to four
6 additional weeks.

7 7. Attached hereto as **Exhibit I** is a true and correct copy of my email to
8 Ms. Vu providing notice again of the ex parte application.

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

11 Executed on April 4, 2014 at Los Angeles, California.

12
13 /s/ Patricia Jones Winograd
14 PATRICIA JONES WINOGRAD
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1 PATRICIA L. GLASER - State Bar No. 55668
pglaser@glaserweil.com
2 FRED D. HEATHER - State Bar No. 110650
fheather@glaserweil.com
3 MARY ANN T. NGUYEN - State Bar No. 269099
mnguyen@glaserweil.com
4 GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP
5 10250 Constellation Boulevard, 19th Floor
Los Angeles, California 90067
6 Telephone: (310) 553-3000
Facsimile: (310) 556-2920

7 Attorneys for Plaintiff
8 LegalZoom.com, Inc.

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

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

14 Plaintiff,

15 v.

16 ROCKET LAWYER INCORPORATED,
a Delaware corporation

17 Defendant.
18
19
20
21
22
23
24
25
26
27
28

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

Hon. Gary A. Feess

**PLAINTIFF LEGALZOOM.COM,
INC.'S FIRST SET OF REQUESTS
FOR PRODUCTION OF
DOCUMENTS AND THINGS TO
DEFENDANT ROCKET LAWYER
INCORPORATED [NOS. 1-55]**

1 Pursuant to Federal Rules of Civil Procedure 26 and 34, Plaintiff
2 LegalZoom.com, Inc. (“LegalZoom” or “Plaintiff”) hereby requests that Defendant
3 Rocket Lawyer Incorporated (“RocketLawyer” or “Defendant”) produce the
4 documents and/or things specified below at the offices of Glaser Weil Fink Jacobs
5 Howard Avchen & Shapiro LLP, 10250 Constellation Blvd., 19th Floor, Los Angeles,
6 California 90067 within thirty (30) days after service.

7 **DEFINITIONS**

8 A. “LEGALZOOM” and “PLAINTIFF” mean and refer, without limitation,
9 to Plaintiff LegalZoom.com, Inc., its attorneys, agents and all PERSONS, as defined
10 below, acting on its behalf.

11 B. “LEGALZOOM MARKS” means and refers to the trademarks owned
12 and used by LEGALZOOM in connection with the marketing and sale of its products
13 and services, including, but not limited to the following marks:

14 LEGALZOOM

15 LEGALZOOM.COM

16 C. “LEGALZOOM DOMAINS” means and refers to the internet domain
17 names www.legalzoomgadget.com and www.legalzoomer.com.

18 D. “LEGALZOOM’S HOMEPAGE” means http://www.legalzoom.com/.

19 E. “ROCKETLAWYER,” “DEFENDANT,” “YOU” and “YOUR” mean
20 and refer, without limitation, to Rocket Lawyer Incorporated, its employees,
21 attorneys, agents, independent contractors, officers, directors, shareholders,
22 representatives, and all PERSONS or entities acting on its behalf.

23 F. “ROCKETLAWYER PRODUCTS AND SERVICES” mean and refer to
24 the products and services ROCKETLAWYER offers for sale, including, but not
25 limited to, online legal services, legal documents and prepaid legal services plans.

26 G. “ROCKETLAWYER FREE ADVERTISEMENTS” mean and refer to
27 any marketing, advertising and/or promotion of ROCKETLAWYER and/or
28 ROCKETLAWYER PRODUCTS AND SERVICES, in which the term “free”

1 appears in the marketing, advertisement and promotion and/or in which the term
2 “free” is used as a keyword or other search term to trigger the marketing,
3 advertisement and/or promotion of ROCKETLAWYER and/or ROCKETLAWYER
4 PRODUCTS AND SERVICES.

5 H. “LEGALZOOM TRIGGERED FREE ADVERTISEMENTS” shall
6 mean any marketing, advertising and/or promotion of ROCKETLAWYER and/or
7 ROCKETLAWYER PRODUCTS AND SERVICES, which uses the term “free” in
8 the marketing, advertisement and promotion *and* which uses a LEGALZOOM
9 MARK as a keyword or other search term to trigger the marketing, advertisement
10 and/or promotion.

11 I. “FAC” refers to the LEGALZOOM’s First Amended Complaint, filed on
12 or about January 7, 2013, in this action.

13 J. “AMENDED COUNTERCLAIMS” refer to ROCKETLAWYER’s
14 Amended Counterclaims, filed on or about January 23, 2013, in this action.

15 K. “GROSS REVENUE” means money generated by ROCKETLAWYER’s
16 operations, before deductions for expenses, from the sale of ROCKETLAWYER
17 PRODUCTS AND SERVICES.

18 L. “NET REVENUE” means GROSS REVENUE less actual state filing fee
19 or other governmental fee paid.

20 M. “NEGATIVE OPTION” means a practice in which goods and/or services
21 are provided automatically, whether through free trial or otherwise, and the customer
22 must either pay for the goods and/or services or specifically decline it in advance of
23 billing, such as through subscription.

24 N. “COMMUNICATION” includes, without limitation, communications
25 by whatever means transmitted (i.e., whether oral, written, electronic, or other
26 methods are used), as well as any note, memorandum, or other document record
27 thereof.

28

1 O. "DOCUMENT" has the full meaning ascribed to it by the Federal Rules
2 of Civil Procedure and the Federal Rules of Evidence, and includes without limitation
3 any writing, COMMUNICATION, correspondence or tangible thing on which
4 information can be stored or from which information can be retrieved, whether signed
5 or unsigned, in draft or final form, an original or a copy, including electronic formats.

6 P. "CONSTITUTING," "CONCERNING," "REFERRING TO,"
7 "RELATED TO," and "RELATING TO," whether used alone or in conjunction with
8 one another, are used in their broadest sense and shall mean and refer to, without
9 limitation, constituting, summarizing, memorializing, or directly or indirectly
10 referring to, discussing, pertaining to, regarding, evidencing, supporting,
11 contradicting, containing information regarding, embodying, comprising, identifying,
12 stating, reflecting, dealing with, commenting on, responding to, describing, analyzing,
13 or in any way pertinent to the subject matter of the type of DOCUMENTS sought.

14 Q. "IDENTIFY" with respect to a "PERSON," means to provide the
15 PERSON's name, title, last known business and residential address and last known
16 business and residential telephone numbers.

17 R. "PERSON" means an individual, firm, partnership, corporation,
18 proprietorship, association, governmental body, or any other organization or entity.

19 S. "Each" and "any" include both "each" and "every" whenever
20 appropriate. The terms "and" as well as "or" shall be construed either disjunctively or
21 conjunctively as necessary to bring within the scope of the inquiry or request any
22 information which might otherwise be construed to be outside of the scope.

23 T. "Or," "and," and "and/or" shall be interpreted both conjunctively and
24 disjunctively, so as to be inclusive rather than exclusive, and each term shall include
25 the other whenever such construction will serve to bring within the scope of a request
26 documents, information or tangible things which would not otherwise be within its
27 scope, and these terms shall not be interpreted to exclude any information, documents
28 or tangible things otherwise within the scope of a request.

1 U. The present tense of any verb shall include the past tense, and vice versa,
2 whenever such construction will serve to bring within the scope of a request
3 documents, information or tangible things which would not otherwise be within its
4 scope.

5 V. The singular shall include the plural and vice versa, and words in one
6 gender shall include the other gender.

7 **INSTRUCTIONS**

8 A. YOU are requested to produce all responsive documents and things that
9 are in YOUR possession, custody or control, or the possession, custody or control of
10 any of YOUR representatives, including PERSONS consulted concerning any factual
11 matters or matters of opinion relating to any of the facts or issues involved in this
12 case; such PERSONS shall include attorneys with whom YOU consulted unless
13 YOU claim such documents are privileged or otherwise protected.

14 B. Each request for production, and the portions thereof, is to be responded
15 to separately, but responses to one request for production, or portion thereof, may be
16 incorporated by reference in responses to other requests for production, or portions
17 thereof.

18 C. If YOU object to any part or portion of a request for production, YOU
19 shall respond to such part(s) or portion(s) to which YOU do not object and produce
20 accordingly to such extent.

21 D. If YOU object on the basis of not understanding a word or phrase in the
22 request, YOU shall identify YOUR best understanding of the word or phrase and
23 produce accordingly to such extent.

24 E. All documents and/or things produced pursuant to these requests for
25 production shall be produced either in separate groups of documents and things
26 responsive to each separate request or in the form and order in which they were kept
27 by YOU in the ordinary course of business before being produced.

28

1 F. Electronically stored information shall be produced electronically as
2 single-page, uniquely and sequentially numbered Tagged Image File Format (“TIFFs”
3 or “.TIFF format”) files not less than 300 dpi resolution. The TIFFs shall be
4 accompanied by an image cross-reference load file indicating the beginning and
5 ending endorsed number (i.e., production number) of each document, the number of
6 pages it comprises, and related searchable text using Optical Character Recognition
7 (“OCR”). Hard copy documents shall be produced in .TIFF format, as defined above,
8 with an OCR and image cross-reference load file. If production in .TIFF format is not
9 practicable due to the nature of a particular production document, such as some large
10 spreadsheet documents, such documents shall be produced in native format.

11 G. Each request for a document, whether memoranda, reports, letters,
12 minutes or other documents of any description, requires the production of the
13 document in its entirety, including all pages and attachments or exhibits, without
14 redaction or expurgation.

15 H. If any document or thing responsive to these requests is withheld from
16 production, please furnish a log providing the following information with respect to
17 each withheld document and thing:

- 18 (1) The type of document or thing (e.g., a letter, memorandum, note,
19 etc.);
- 20 (2) The date of the document or thing (if applicable);
- 21 (3) The title of the document or thing (if applicable);
- 22 (4) The identity (including the job title, where available) of each
23 individual who was an author, addressee, or recipient of the
24 document or thing (if applicable);
- 25 (5) A brief description of the subject matter of the document or thing
26 detailed enough to permit analysis of the basis upon which it is being
27 withheld; and

28

1 (6) A statement of the facts that constitute the basis for any claim of
2 privilege, work product or other grounds of nondisclosure.

3 I. These requests for production are continuing in nature and require
4 amendment or supplementation pursuant to Federal Rule of Civil Procedure 26(e) if
5 YOU or YOUR attorneys later become aware of facts or documents or things that
6 indicate that the response previously given was incorrect or incomplete. If YOU do
7 not have all of the information YOU need to make a complete response to any request
8 for production, then provide all documents or things that YOU do have, state that
9 YOUR information is incomplete, identify the information YOU would need to make
10 a complete production of documents and/or things and provide a supplemental
11 production when YOU obtain the information necessary to do so.

12 J. These requests for production are without limitation as to time, unless
13 otherwise specified.

14 **REQUESTS FOR PRODUCTION**

15 **REQUEST FOR PRODUCTION NO. 1:**

16 All DOCUMENTS RELATING TO ROCKETLAWYER FREE
17 ADVERTISEMENTS placed during the period between January 1, 2008 and present.

18 **REQUEST FOR PRODUCTION NO. 2:**

19 All COMMUNICATIONS between YOU and any PERSON RELATING TO
20 the ROCKETLAWYER FREE ADVERTISEMENTS.

21 **REQUEST FOR PRODUCTION NO. 3:**

22 All DOCUMENTS RELATING TO YOUR pricing and pricing policies for
23 ROCKETLAWYER PRODUCTS AND SERVICES that were marketed, advertised
24 and/or promoted by a ROCKETLAWYER FREE ADVERTISEMENT placed during
25 the period between January 1, 2008 and present.

26 **REQUEST FOR PRODUCTION NO. 4:**

27 All COMMUNICATIONS between YOU and any PERSON RELATING TO
28 YOUR pricing and pricing policies for ROCKETLAWYER PRODUCTS AND

1 SERVICES that were marketed, advertised and/or promoted by a
2 ROCKETLAWYER FREE ADVERTISEMENT.

3 **REQUEST FOR PRODUCTION NO. 5:**

4 All DOCUMENTS sufficient to identify every LEGALZOOM TRIGGERED
5 FREE ADVERTISEMENT placed during the period between January 1, 2008 and
6 present.

7 **REQUEST FOR PRODUCTION NO. 6:**

8 All COMMUNICATIONS between YOU and any PERSON RELATING TO
9 LEGALZOOM TRIGGERED FREE ADVERTISEMENTS.

10 **REQUEST FOR PRODUCTION NO. 7:**

11 All DOCUMENTS RELATING TO YOUR pricing and pricing policies for
12 ROCKETLAWYER PRODUCTS AND SERVICES that were marketed, advertised
13 and/or promoted by a LEGALZOOM TRIGGERED FREE ADVERTISEMENTS
14 placed during the period between January 1, 2008 and present.

15 **REQUEST FOR PRODUCTION NO. 8:**

16 All COMMUNICATIONS between YOU and any PERSON RELATING TO
17 YOUR pricing and pricing policies for ROCKETLAWYER PRODUCTS AND
18 SERVICES that were marketed, advertised and/or promoted by a LEGALZOOM
19 TRIGGERED FREE ADVERTISEMENTS.

20 **REQUEST FOR PRODUCTION NO. 9:**

21 All DOCUMENTS RELATING TO every marketing, advertisement and/or
22 promotion YOU published using a LEGALZOOM MARK or any iteration thereto
23 during the period between January 1, 2008 and present.

24 **REQUEST FOR PRODUCTION NO. 10:**

25 All COMMUNICATIONS between YOU and any PERSON RELATING TO
26 the any marketing, advertisement and/or promotion YOU published using a
27 LEGALZOOM MARK or any iteration thereto.

28 **REQUEST FOR PRODUCTION NO. 11:**

1 All DOCUMENTS RELATING TO every marketing, advertisement and/or
2 promotion YOU published using the term “zoom” or any iteration thereto during the
3 period between January 1, 2008 and present.

4 **REQUEST FOR PRODUCTION NO. 12:**

5 All COMMUNICATIONS between YOU and any PERSON RELATING TO
6 the any marketing, advertisement and/or promotion YOU published using the term
7 “zoom” or any iteration thereto.

8 **REQUEST FOR PRODUCTION NO. 13:**

9 All DOCUMENTS RELATING TO your registration and/or purchase of the
10 LEGALZOOM DOMAINS.

11 **REQUEST FOR PRODUCTION NO. 14:**

12 All COMMUNICATIONS between YOU and any PERSON RELATING TO
13 the LEGALZOOM DOMAINS.

14 **REQUEST FOR PRODUCTION NO. 15:**

15 All DOCUMENTS RELATING TO your registration and/or purchase of any
16 other domain using the LEGALZOOM MARKS and/or any similar variations thereto.

17 **REQUEST FOR PRODUCTION NO. 16:**

18 All COMMUNICATIONS between YOU and any PERSON RELATING TO
19 your registration and/or purchase of any other domain using the LEGALZOOM
20 MARKS and/or any similar variations thereto.

21 **REQUEST FOR PRODUCTION NO. 17:**

22 All DOCUMENTS RELATING TO YOUR advertisement, “incorporate for
23 free... pay no fees (\$0),” as referenced in paragraphs 13 and 14 and attached as
24 Exhibit C to the FAC or any iteration thereto.

25 **REQUEST FOR PRODUCTION NO. 18:**

26 All COMMUNICATIONS between YOU and any PERSON RELATING TO
27 YOUR advertisements, “incorporate for free... pay no fees (\$0)” and “incorporate for
28 free,” as referenced in paragraphs 13 and 14 and attached as Exhibit C to the FAC or

1 any iteration thereto.

2 **REQUEST FOR PRODUCTION NO. 19:**

3 All DOCUMENTS RELATING TO YOUR advertisements, “free help from
4 local attorneys” and “free legal review,” as referenced in paragraphs 13 and 15 and
5 attached as Exhibit C to the FAC or any iteration thereto.

6 **REQUEST FOR PRODUCTION NO. 20:**

7 All COMMUNICATIONS between YOU and any PERSON RELATING TO
8 YOUR advertisements, “free help from local attorneys” and “free legal review,” as
9 referenced in paragraphs 13 and 15 and attached as Exhibit C to the FAC or any
10 iteration thereto.

11 **REQUEST FOR PRODUCTION NO. 21:**

12 All DOCUMENTS RELATING TO the modification of YOUR “On Call
13 Terms of Service” on or after November 20, 2013, including, but not limited to, all
14 drafts, versions and/or iterations of the “On Call Terms of Service.”

15 **REQUEST FOR PRODUCTION NO. 22:**

16 All COMMUNICATIONS between YOU and any PERSON RELATING TO
17 the modification of YOUR “On Call Terms of Service” on or after November 20,
18 2013.

19 **REQUEST FOR PRODUCTION NO. 23:**

20 All DOCUMENTS RELATING TO YOUR disclosures of YOUR NEGATIVE
21 OPTION program.

22 **REQUEST FOR PRODUCTION NO. 24:**

23 All COMMUNICATIONS between YOU and any PERSON RELATING TO
24 YOUR disclosures of YOUR NEGATIVE OPTION program.

25 **REQUEST FOR PRODUCTION NO. 25:**

26 All DOCUMENTS sufficient to identify the economic value that YOU derived
27 from YOUR use of the ROCKETLAWYER FREE ADVERTISEMENTS including,
28 but not limited to, any analyses, report, investigation, or valuation performed.

1 **REQUEST FOR PRODUCTION NO. 26:**

2 All DOCUMENTS RELATING TO the economic value that YOU derived
3 from YOUR use of the LEGALZOOM TRIGGERED FREE ADVERTISEMENT
4 including, but not limited to, any analyses, report, investigation, or valuation
5 performed.

6 **REQUEST FOR PRODUCTION NO. 27:**

7 All DOCUMENTS RELATING TO any marketing, advertisement and/or
8 promotion published by YOU, which points to, other otherwise provides a link that
9 directs customers to, LEGALZOOM's HOMEPAGE or other pages of the
10 LEGALZOOM website.

11 **REQUEST FOR PRODUCTION NO. 28:**

12 All DOCUMENTS RELATING TO YOUR allegation that "LegalSpring.com
13 acts as LegalZoom's agent in making the promotional statements about LegalZoom's
14 products and services on LegalSpring.com," as contained in paragraph 37 of YOUR
15 AMENDED COUNTERCLAIMS.

16 **REQUEST FOR PRODUCTION NO. 29:**

17 All DOCUMENTS RELATING TO YOUR allegation that "Legalspring.com
18 conceals its relationship with LegalZoom and misleadingly states that it is merely
19 affiliated with third party websites that appear on its website," as contained in
20 paragraph 38 of YOUR AMENDED COUNTERCLAIMS.

21 **REQUEST FOR PRODUCTION NO. 30:**

22 All DOCUMENTS evidencing any actual consumer deception and/or
23 confusion YOU claim to have been caused by the alleged "omission of
24 Legalspring.com's relationship to LegalZoom and Legalspring.com's
25 misrepresentation of neutrality," as contained in paragraphs 57 and 73 of YOUR
26 AMENDED COUNTERCLAIMS.

27 **REQUEST FOR PRODUCTION NO. 31:**

28 All DOCUMENTS evidencing any actual influence on consumers' decision

1 whether to purchase and where to purchase legal services YOU claim resulted from
2 LEGALZOOM's alleged "deception," as contained in paragraph 58 of YOUR
3 AMENDED COUNTERCLAIMS.

4 **REQUEST FOR PRODUCTION NO. 32:**

5 All DOCUMENTS evidencing the alleged "direct diversion of sales from
6 [YOU] to LegalZoom and/or by decreased goodwill with the buying public," YOU
7 claim YOU have suffered as a result of LEGALZOOM's alleged "misleading and/or
8 false business practices," as contained in paragraph 59 of YOUR AMENDED
9 COUNTERCLAIMS.

10 **REQUEST FOR PRODUCTION NO. 33:**

11 All DOCUMENTS evidencing the alleged "lost money," YOU claim YOU
12 have suffered as a result of LEGALZOOM's alleged "misleading and/or false
13 business practices," as contained in paragraphs 59 and 75 of YOUR AMENDED
14 COUNTERCLAIMS.

15 **REQUEST FOR PRODUCTION NO. 34:**

16 All DOCUMENTS evidencing LEGALZOOM's alleged "unjust[
17 enrich[ment]", as contained in paragraphs 67 and 74 of YOUR AMENDED
18 COUNTERCLAIMS.

19 **REQUEST FOR PRODUCTION NO. 35:**

20 All DOCUMENTS evidencing YOUR alleged "loss of business from
21 consumers who relied on LegalZoom's reviews on Legalspring.com and were
22 directed to LegalZoom's website," as contained in paragraph 68 of YOUR
23 AMENDED COUNTERCLAIMS.

24 **REQUEST FOR PRODUCTION NO. 36:**

25 All DOCUMENTS evidencing any actual consumer deception and/or
26 confusion caused by the ROCKETLAWYER FREE ADVERTISEMENTS.

27 **REQUEST FOR PRODUCTION NO. 37:**

28 All DOCUMENTS evidencing any actual consumer deception and/or

1 confusion caused by the LEGALZOOM TRIGGERED FREE ADVERTISEMENT.

2 **REQUEST FOR PRODUCTION NO. 38:**

3 All DOCUMENTS evidencing any actual influence on consumers' decision
4 whether to purchase and where to purchase legal services resulting from the
5 ROCKETLAWYER FREE ADVERTISEMENTS.

6 **REQUEST FOR PRODUCTION NO. 39:**

7 All DOCUMENTS evidencing any actual influence on consumers' decision
8 whether to purchase and where to purchase legal services resulting from the
9 LEGALZOOM TRIGGERED FREE ADVERTISEMENT.

10 **REQUEST FOR PRODUCTION NO. 40:**

11 All DOCUMENTS evidencing any direct diversion of sales from
12 LEGALZOOM to YOU resulting from the ROCKETLAWYER FREE
13 ADVERTISEMENTS.

14 **REQUEST FOR PRODUCTION NO. 41:**

15 All DOCUMENTS evidencing any direct diversion of sales from
16 LEGALZOOM to YOU resulting from the LEGALZOOM TRIGGERED FREE
17 ADVERTISEMENT.

18 **REQUEST FOR PRODUCTION NO. 42:**

19 All DOCUMENTS RELATING TO the answers provided in YOUR responses
20 to LegalZoom's First Set of Interrogatories.

21 **REQUEST FOR PRODUCTION NO. 43:**

22 All DOCUMENTS RELATING TO customer complaints regarding the
23 ROCKETLAWYER FREE ADVERTISEMENTS.

24 **REQUEST FOR PRODUCTION NO. 44:**

25 All DOCUMENTS RELATING TO customer complaints regarding the
26 LEGALZOOM TRIGGERED FREE ADVERTISEMENT.

27 **REQUEST FOR PRODUCTION NO. 45:**

28 All DOCUMENTS RELATING TO customer complaints regarding YOUR

1 NEGATIVE OPTION program.

2 **REQUEST FOR PRODUCTION NO. 46:**

3 To the extent not specifically requested above, All DOCUMENTS RELATING
4 TO YOUR marketing, advertisements and/or promotions, whether published or
5 tested, containing the word “free.”

6 **REQUEST FOR PRODUCTION NO. 47:**

7 To the extent not specifically requested above, all DOCUMENTS RELATING
8 TO the allegations in the AMENDED COUNTERCLAIMS and/or YOUR affirmative
9 defenses.

10 **REQUEST FOR PRODUCTION NO. 48:**

11 To the extent not specifically requested above, all DOCUMENTS RELATING
12 TO YOUR alleged damages, the cause of the alleged damages, and how the amount
13 of damages was calculated.

14 **REQUEST FOR PRODUCTION NO. 49:**

15 All DOCUMENTS RELATING TO the number of customers converted using
16 ROCKETLAWYER FREE ADVERTISEMENTS, that do not disclose the state filing
17 fees and/or other fees in the marketing, advertisement and/or promotion.

18 **REQUEST FOR PRODUCTION NO. 50:**

19 All DOCUMENTS RELATING TO the number of customers converted using
20 LEGALZOOM TRIGGERED FREE ADVERTISEMENTS, that do not disclose the
21 state filing fees and/or other fees in the marketing, advertisement and/or promotion.

22 **REQUEST FOR PRODUCTION NO. 51:**

23 All DOCUMENTS RELATING TO YOUR GROSS REVENUE from
24 customers converted using ROCKETLAWYER FREE ADVERTISEMENTS, that do
25 not disclose the state filing fees and/or other fees in the marketing, advertisement
26 and/or promotion.

27 **REQUEST FOR PRODUCTION NO. 52:**

28 All DOCUMENTS RELATING TO YOUR GROSS REVENUE from

1 customers converted using LEGALZOOM TRIGGERED FREE
2 ADVERTISEMENTS, that do not disclose the state filing fees and/or other fees in the
3 marketing, advertisement and/or promotion.

4 **REQUEST FOR PRODUCTION NO. 53:**

5 All DOCUMENTS RELATING TO YOUR NET REVENUE from customers
6 converted using ROCKETLAWYER FREE ADVERTISEMENTS, that do not
7 disclose the state filing fees and/or other fees in the marketing, advertisement and/or
8 promotion.

9 **REQUEST FOR PRODUCTION NO. 54:**

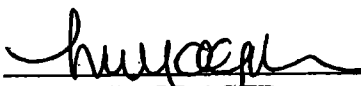
10 All DOCUMENTS RELATING TO YOUR NET REVENUE from customers
11 converted using LEGALZOOM TRIGGERED FREE ADVERTISEMENTS, that do
12 not disclose the state filing fees and/or other fees in the marketing, advertisement
13 and/or promotion.

14 **REQUEST FOR PRODUCTION NO. 55:**

15 All COMMUNICATIONS between YOU and LEGALZOOM.

16
17 DATED: March 12, 2013

GLASER WEIL FINK JACOBS
HOWARD AVCHEN & SHAPIRO LLP

18
19 By: 
20 PATRICIA L. GLASER
21 FRED D. HEATHER
22 MARY ANN T. NGUYEN
23 Attorneys for Plaintiff
24 LegalZoom.com, Inc.
25
26
27
28

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On March 12, 2013, I served the foregoing document(s) described as **PLAINTIFF LEGALZOOM.COM, INC.'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS TO DEFENDANT ROCKET LAWYER INCORPORATED** on the interested parties to this action by delivering thereof in a sealed envelope addressed to each of said interested parties at the following address(es): SEE ATTACHED LIST

- (BY MAIL) I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.
- (BY ELECTRONIC SERVICE) by causing the foregoing document(s) to be electronically filed using the Court's Electronic Filing System which constitutes service of the filed document(s) on the individual(s) listed on the attached mailing list.
- (BY E-MAIL SERVICE) I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.
- (BY OVERNIGHT DELIVERY) I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.
- (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).
- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on March 12, 2013 at Los Angeles, California.



MASSIEL ROMERO

SERVICE LIST

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

Forrest A. Hainline
fhainline@goodwinprocter.com
Anna Hsia
ahsia@goodwinprocter.com
Hong-An vu
hvu@goodwinprocter.com
GOODWIN PROCTER LLP
Three Embarcadero Center, 24th Floor
San Francisco, California 94111
Tel: 415-733-6000
Fax: 415-677-9041

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

EXHIBIT B

1 Forrest A. Hainline III (SBN 64166)
fhainline@goodwinprocter.com
2 Anna Hsia(SBN 234179)
ahsia@goodwinprocter.com
3 Hong-An Vu (SBN 266268)
hvu@goodwinprocter.com
4 **GOODWIN PROCTER LLP**
Three Embarcadero Center, 24th Floor
5 San Francisco, California 94111
Tel.: 415.733.6000
6 Fax.: 415.677.9041

7 *Attorneys for Defendant*
8 **ROCKET LAWYER INCORPORATED**

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

13 LEGALZOOM.COM, INC., a Delaware
corporation,
14 Plaintiff,
15 v.
16 ROCKET LAWYER
17 INCORPORATED, a Delaware
corporation,
18 Defendant.

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

**ROCKET LAWYER
INCORPORATED'S FIRST SET OF
REQUESTS FOR PRODUCTION**

Date: March 11, 2013
Judge: Judge Gary A. Feess
Courtroom: 740
255 East Temple Street
Los Angeles, CA 90012
Action Filed: November 20, 2012

1 Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Defendant
2 Rocket Lawyer Incorporated ('Rocket lawyer") propounds the following First Set of
3 Requests for Production on LegalZoom.com, Inc. ("LegalZoom"):

4 **DEFINITIONS**

5 1. The term "You" means LegalZoom and its past and present agents,
6 representatives, and all persons now or previously under its control, and all persons
7 currently or previously acting or purporting to act on its behalf.

8 2. The term "Document(s)" is defined to be synonymous in meaning and
9 equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a),
10 including, without limitation, electronic or computerized data compilations. A draft
11 or non-identical copy is a separate document within the meaning of this term.

12 3. The term "Communication(s)" means the transmittal of information (in
13 the form of facts, ideas, inquiries, or otherwise).

14 4. The term "Person" includes both singular and plural and, whenever
15 appropriate, includes not only a natural person, but also a corporation, partnership,
16 unincorporated association, joint venture, nonprofit organization, or other business
17 entity or association of persons, and also any governmental agency, office,
18 administrative, board, or other body. However, any request to identify the Person
19 having knowledge of facts or custody of the documents refers to a natural person.

20 5. The term "Keyword" means words that may be bid on through
21 Google.com, Yahoo.com, Bing.com or other search engines for advertising on
22 search results.

23 6. The term "Complaint" means the First Amended Complaint in
24 *Legalzoom.com, Inc. v. Rocket Lawyer Incorporated*, Case No. CV 12-9942-GAF
25 (AGRx) filed in the Central District of California.

26 7. The term "Concerning" means relating to, referring to, reflecting,
27 describing, evidencing, bearing on, or constituting.

28

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

RULES OF CONSTRUCTION

The following rules of construction apply to these interrogatories:

1. All/Each. The terms "all" and "each" shall be construed as all and each.
2. And/Or. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
3. Number. The use of the singular form of any word includes the plural and vice versa.

DOCUMENTS TO BE PRODUCED

1. Any and all Documents and Communications Concerning the answers provided in Your response to Rocket Lawyer's First Set of Interrogatories.
2. Any and all Documents and Communications with and/or Concerning Rocket Lawyer.
3. Any and all Documents and Communications with and/or Concerning Travis Giggy.
4. Any and all Documents and Communications with and/or Concerning Legalspring.com.
5. Any and all Documents and Communications Concerning Your advertisements and/or marketing materials offering, promising, or referring to free services or benefits, or otherwise containing the word "free."
6. Any and all Documents and Communications, whether oral or written, Concerning Keyword bidding, whether by You or Your competitors, including metrics tracked by Your search engine optimization ("SEO") team and any consultants.
7. Any and all Documents and Communications with or Concerning Google.com, Yahoo.com, Bing.com, and/or any other search engine or search engine provider or their agents.

1 8. Any and all Documents and Communications with and/or Concerning
2 the Federal Trade Commission related to LegalZoom's advertising practices or the
3 allegations in the Complaint.

4 9. Any and all Documents and Communications Concerning free or
5 purportedly free services or benefits You provide, including, but not limited to, free
6 trials of Your products or services.

7 10. Any and all Documents and Communications Concerning Your use of
8 the word "free" in advertising.

9 11. Any and all Documents and Communications Concerning customer
10 complaints regarding Your advertising.

11 12. Any and all Documents and Communications Concerning
12 Legalspring.com, including customer complaints.

13 13. Any and all Documents and Communications Concerning the
14 registration of any domain name.

15 14. Any and all Documents and Communications Concerning payment to
16 or for Travis Giggy.

17 15. Any and all Documents and Communications with and/or Concerning
18 payment to or for Legalspring.com.

19 16. Any and all Documents and Communications with and/or Concerning
20 contracts and/or agreements with Travis Giggy.

21 17. Any and all Documents and Communications with and/or Concerning
22 contracts and/or agreements with Legalspring.com.

23 18. Any and all IRS or state tax filings that You have submitted
24 Concerning Travis Giggy.

25 19. Any and all IRS or state tax filings that You have submitted
26 Concerning Legalspring.com.

27 20. To the extent not specifically requested above, all Documents
28 Concerning the allegations in the Complaint and/or Your affirmative defenses.

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

21. All Documents Concerning Your alleged damages, the cause of the
alleged damages, and how the amount of damages was calculated.

Dated: March 11, 2013

Respectfully submitted,

By: 
Forrest A. Hainline III
fhainline@goodwinprocter.com
Anna Hsia
ahsia@goodwinprocter.com
Hong-An Vu
hvu@goodwinprocter.com
GOODWIN PROCTER LLP
Three Embarcadero Center, 24th
Floor
San Francisco, California 94111
Tel.: 415.733.6000
Fax.: 415.677.9041

Attorneys for Defendant
ROCKET LAWYER INCORPORATED

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

PROOF OF SERVICE

At the time of service I was over 18 years of age and not a party to this action. My residence or business address is: Three Embarcadero Center, 24th Floor, San Francisco, CA 94111.

On March 11, 2013, I served the following documents by placing a true copy thereof in a sealed envelope(s) on the persons below as follows:

**ROCKET LAWYER INCORPORATED'S
FIRST SET OF REQUESTS FOR PRODUCTION**

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

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

- (MAIL). By United States mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid at San Francisco, California.
- (OVERNIGHT DELIVERY). By overnight delivery. I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- (E-MAIL or ELECTRONIC TRANSMISSION) By electronic service. Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed.
- (FACSIMILE). By fax transmission. Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed. No error was reported by the fax machine that I used. *A copy of the record of the fax transmission, which I printed out, is attached.*
- (MESSENGER SERVICE) By messenger service. I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed and providing them to a professional messenger service for service. *(A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)*

EXHIBIT C

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

Patricia Jones Winograd

March 28, 2014

Direct Dial
310.556.7809
Direct Fax
310.843.2609
E-mail
mnguyen@glaserweil.com

VIA E-MAIL

Forrest A. Hainline, III, Esq.
Hong-An Vu, Esq.
GOODWIN PROCTER LLP
Three Embarcadero Center, 24th Floor
San Francisco, California 94111
fhainline@goodwinprocter.com
hvu@goodwinprocter.com

Michael T. Jones, Esq.
GOODWIN PROCTER LLP
135 Commonwealth Drive
Menlo Park, California 94025-1105
mjones@goodwinprocter.com

Brian W. Cook, Esq.
GOODWIN PROCTER LLP
53 State Street Exchange Place
Boston, Massachusetts 02109
bcook@goodwinprocter.com

RE: LegalZoom.com, Inc. v. Rocket Lawyer Incorporated - Response to Rocket Lawyer's March 24, 2014 Letter

Dear Counsel:

We write in response to your letter, dated March 24, 2014, regarding the parties' various pending discovery issues. Unfortunately, we do not believe that the letter accurately describes the state of discovery in this case. For the reasons set forth below, we still continue to believe that an extension of the discovery cut-off date is in order.

First, since the outset of discovery and this case—as articulated in LegalZoom's Complaint in this action—LegalZoom has contended that all of Rocket Lawyer's false and misleading advertisements relating to all Rocket Lawyer products and services are at issue in this litigation. Just this month, more than one year after discovery commenced, you raised for the very first time an idea that some distinction was to be drawn between incorporation/ entity formation advertisements and "intraweb" advertisements and expressed your purported befuddlement over what LegalZoom is requesting. As discussed in our various meet and confers, LegalZoom's claims relate to both "extraweb" as well as "intraweb" advertisements, and always have. For example, Rocket Lawyer's advertisements for "Free Legal Help" (and other similar

Forrest A. Hainline, III, Esq.
Michael T. Jones, Esq.
March 28, 2014
Page 2

iterations) appear in both “extraweb” advertisements and “inraweb” advertisements. Rocket Lawyer’s advertisements are in no way shielded from production simply because they appear “inraweb” rather than “extraweb.” Your belated claim that LegalZoom has been “unclear” and have communicated “shifting requests and standards” about what LegalZoom wants regarding Rocket Lawyer’s advertisements is simply not supported by the facts or history of our dialogue concerning the nature of the discovery that is at issue in this action.

Second, we are surprised by your statement that we have raised for the first time in our March 20, 2014 letter that we also wanted dates for when each Rocket Lawyer advertisement at issue was published. Not only is this statement patently false, the suggestion that Rocket Lawyer did not understand the dates on which its advertisements ran to be a critical part of this case is belied by its own discovery. Indeed, Rocket Lawyer’s request for damages information requires that LegalZoom make reference to the dates that the Rocket Lawyer advertisements ran. Rocket Lawyer’s failure to provide information related to the dates of its advertisements has contributed to LegalZoom being unable to provide such damages information to Rocket Lawyer. Moreover, LegalZoom has long requested documents evidencing the Rocket Lawyer advertisements, along with the dates on which such advertisements were published. Not only was it clear from our discovery, it was discussed in our various meet and confers in 2013 and reiterated in our letter, dated January 16, 2014 (a copy is attached hereto as Exhibit A for your convenience).

Third, you have raised the issue of when LegalZoom will produce damages data. We note that Rocket Lawyer has yet to provide any such information. And, as stated above, LegalZoom’s ability to provide data and information requires that it make reference to the dates that the Rocket Lawyer advertisements ran. Rocket Lawyer’s attempt to provide us with partial information, which includes the date on which an advertisement “campaign” began, is not sufficient to discharge its obligation to provide LegalZoom with full information upon which it can provide the requested information.

Finally, you stated that we have refused to run any searches relating to LegalZoom’s incorporation and LLC advertisements. In particular, you have requested that LegalZoom add “Incorpora* AND fee*,” “LLC AND fee*” and “state AND fee*” to its search. A search for “Incorpora* AND fee*,” “LLC AND fee*” and “state AND fee*” is overbroad and over inclusive. In addition, given that Rocket Lawyer has only alleged that LegalZoom advertisements do not properly disclose state fees in its incorporation and LLC advertisements, it is difficult to see how broad search terms such as those are likely to lead to responsive documents within the scope of Rocket Lawyer’s requests. In any event, as stated before, we have adopted all of the search

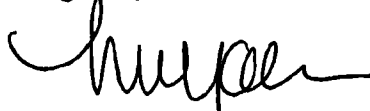
Forrest A. Hainline, III, Esq.
Michael T. Jones, Esq.
March 28, 2014
Page 3

terms which we, in good faith, believe will adequately yield responsive documents in response to the actual document requests propounded by Rocket Lawyer.

Rocket Lawyer's only recent and incomplete production (just 3 weeks prior to the expert discovery deadline) containing information relating to more than 330,000 advertisements that Rocket Lawyer has run in the operative time period, which are among the advertisements at the very heart of LegalZoom's claims and allegations, along with Rocket Lawyer's continued delay in providing LegalZoom with, among other things, the dates upon which advertisements ran and the requested financial/conversion data, impacts the progression of this case. Accordingly, we still believe it is necessary to continue upcoming deadlines. As we have informed you in our letter, dated March 20, 2014, and again on March 24, 2014 via telephone, in the absence of Rocket Lawyer's agreement to continue upcoming deadlines, LegalZoom will have no choice but to move to compel and seek a court order further extending discovery.

As always, we are willing to further meet and confer with you regarding these issues. Of course, this letter is sent without waiver of any of LegalZoom's rights and remedies, all of which are expressly reserved.

Regards,



MARY ANN T. NGUYEN
for GLASER WEIL FINK JACOBS HOWARD AVCHEN & SHAPIRO LLP

MTN:mtn

cc: Fred Heather, Esq.
Patricia Jones Winograd, Esq.

EXHIBIT D

Mary Ann Nguyen

From: Mary Ann Nguyen
Sent: Wednesday, April 02, 2014 8:51 AM
To: Hainline, Forrest A; Jones, Michael T; 'Vu, Hong-An'; Cook, Brian W
Cc: Fred Heather; Patricia Jones Winograd
Subject: LegalZoom_Ex Parte Application for Continuance

Counsel:

Please be advised that, pursuant to our prior communications with you, LegalZoom intends to and will apply ex parte for a continuance of the trial and related dates set in the Court's January 22, 2014 order for good cause tomorrow morning.

You previously stated that you will oppose any such ex parte application. Please let us know if your position has changed.

Regards,

Glaser Weil

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

Mary Ann T. Nguyen | Associate
10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.556.7809 | Fax: 310.843.2609
E-Mail: mnguyen@glaserweil.com | www.glaserweil.com



This message and any attached documents may contain information from the law firm of Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP that is confidential and/or privileged. If you are not the intended recipient, you may not read, copy, distribute or use this information. If you have received this transmission in error, please notify the sender immediately by reply e-mail and then delete this message.

Mary Ann Nguyen

From: Vu, Hong-An [HVu@goodwinprocter.com]
Sent: Wednesday, April 02, 2014 11:16 AM
To: Mary Ann Nguyen
Cc: Fred Heather; Patricia Jones Winograd; Hainline, Forrest A; Jones, Michael T; Tauman, Sarah
Subject: RE: LegalZoom_Ex Parte Application for Continuance
Attachments: 140402 RLI Letter to LegalZoom re Discovery.PDF

Follow Up Flag: Follow up
Flag Status: Flagged

Mary Ann:

Our position has not changed regarding a continuance of case deadlines. Please see the attached.

Regards,

Hong-An

Hong-An Vu
Goodwin Procter LLP
Three Embarcadero Center, 24th Floor
San Francisco, CA 94111
T: 415-733-6114
F: 415-677-9041
hvu@goodwinprocter.com
www.goodwinprocter.com

From: Mary Ann Nguyen [<mailto:Mnguyen@glaserweil.com>]
Sent: Wednesday, April 02, 2014 8:51 AM
To: Hainline, Forrest A; Jones, Michael T; Vu, Hong-An; Cook, Brian W
Cc: Fred Heather; Patricia Jones Winograd
Subject: LegalZoom_Ex Parte Application for Continuance

Counsel:

Please be advised that, pursuant to our prior communications with you, LegalZoom intends to and will apply ex parte for a continuance of the trial and related dates set in the Court's January 22, 2014 order for good cause tomorrow morning.

You previously stated that you will oppose any such ex parte application. Please let us know if your position has changed.

Regards,

Glaser Weil

Glaser Weil Fink Jacobs
Howard Archen & Shapiro LLP

Mary Ann T. Nguyen | Associate
10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067

Main: 310.553.3000 | Direct: 310.556.7809 | Fax: 310.843.2609
E-Mail: mnguyen@glaserweil.com | www.glaserweil.com



This message and any attached documents may contain information from the law firm of Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP that is confidential and/or privileged. If you are not the intended recipient, you may not read, copy, distribute or use this information. If you have received this transmission in error, please notify the sender immediately by reply e-mail and then delete this message.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

This message is intended only for the designated recipient(s). It may contain confidential or proprietary information and may be subject to the attorney-client privilege or other confidentiality protections. If you are not a designated recipient, you may not review, copy or distribute this message. If you receive this in error, please notify the sender by reply e-mail and delete this message. Thank you.

April 2, 2014

VIA E-MAIL
IMNGUYEN@GLASERWEIL.COM

Mary Ann Nguyen
Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP
10250 Constellation Blvd., 19th Floor
Los Angeles, CA 90067

Re: *LegalZoom.com, Inc. v. Rocket Lawyer Incorporated*

Dear Mary Ann:

We received your March 28, 2014 letter, in which you purport to respond to the various discovery issues we raised on March 24, 2014. In spite of our productions to date and the delivery of twelve generated spreadsheets of data¹ relating to Rocket Lawyer's search engine advertisements, you suggest that the discovery cut-off date should be moved because of discovery delays.

We maintain our position that LegalZoom is and has been the source of any delay in this case. Rocket Lawyer has been diligently responding to LegalZoom's discovery requests even in the absence of similar cooperation from LegalZoom, which has flatly refused to identify affiliates other than Legalspring.com and provide keywords relating to competitors other than Rocket Lawyer. This case has been pending since November 2012 and the case deadlines, including the expert and fact discovery deadlines, have been pushed back twice already. Rocket Lawyer has been moving discovery along to prevent a third continuance. There is simply no basis to extend the deadlines at this time.

For these reasons and others enumerated below, we remain unwilling to agree to any extension of the discovery and case deadlines.

First, you contend that LegalZoom is entitled to *all* advertisements regarding *all* Rocket Lawyer products and services. But the First Amended Complaint and your motion for summary judgment have limited the advertisements at issue to just three services: business formation, Rocket Lawyer's free trial,

¹ The parties have agreed to provide summary/generated data in response to certain Interrogatories and Requests for Production instead of reviewing and producing documents responsive to those Interrogatories and Requests.

Mary Ann Nguyen
April 2, 2014
Page 2

and free legal help and/or free legal review. In September 2013, Rocket Lawyer objected to your Requests for Production, stating that any requests related to ROCKET LAWYER PRODUCTS AND SERVICES were overly broad and beyond the scope of the allegations in the First Amended Complaint. Thus, you have had notice of Rocket Lawyer's objections to producing documents and information beyond the services expressly alleged for some time. Indeed, it was with reference to the First Amended Complaint and your summary judgment motion that Rocket Lawyer designed, and you agreed to, the search terms it is employing in discovery. The pleadings frame the issues and we do not believe that you have a basis for claiming that you are entitled to more.

Second, you contend that Rocket Lawyer only recently sought to distinguish "intraweb site" advertisements from advertisements on Google or Bing. This is inaccurate. The two types of advertisements is a known fact. Indeed, LegalZoom's First Amended Complaint provided examples of "intraweb site" ad and search engine ads. Rocket Lawyer also raised this issue in its opposition to LegalZoom's motion for summary judgment and it is referenced in the Court's order denying your motion. See Order re: Plaintiffs' Motion for Summary Judgment (Doc. 44) at p. 2 ("Each advertisement either contains a link to Defendant's website or is published directly on Defendant's website"). At the February 25, 2014 meet and confer to discuss your January 16, 2014 letter, you asked us for a binder of advertisements that we may have in hard copy around the office or a list of advertisements. We informed you that (i) we did not have hard copy advertisements in the manner you were envisioning, and (ii) we could work on giving you a "list" of our advertisements for the services at issue from search engine marketing, but that advertisements published only on our website would have to be produced in the ordinary course—as it would be unduly burdensome, if not impossible, to create a "list" of the exact language for every "advertisement" that has appeared on our website for the last five years.

We asked you for what information you were seeking in a "list" and you said you would get back to us. We informed you multiple times at subsequent meet and confers that we were willing to provide you with a list of our search engine advertisements, but you did not provide clarity on what you wanted in such list. We have now provided you with data beyond what you have requested. Furthermore, although we do not believe that "intraweb site"-only advertisements are at issue (because we do not believe you can contend that you have been harmed when a user encounters an ad after already having arrived at Rocketlawyer.com), we are reviewing and producing information to you relating to these types of advertisements.

Third, you insist that Rocket Lawyer provide the specific dates on which each of its advertisements was published—information that Rocket Lawyer has informed you on multiple occasions it does not have. Your request demonstrates an apparent lack of understanding about the industry and search engine marketing. Google and Bing employ algorithms that take into account at least the amount bid on a keyword and the relevance of the company to the search employed by a user in order to determine which ads to publish (see *i.e.* <http://www.google.com/adwords/how-it->

Mary Ann Nguyen
April 2, 2014
Page 3

[works/costs.html?sourceid=awha&subid=us-en-ha-aw-bkup0~29971872605](#)). Thus, Rocket Lawyer is not in control of when its advertisements appear.

We have provided you with detailed spreadsheets with information relating to our search engine ads, including, (i) our advertisements for the services at issue, (ii) the ad campaign, (iii) the quarter in which the ad campaign was run, (iv) the ads as they relate to LegalZoom keywords, and (v) data relating to the clicks, impressions, costs, and conversion of the advertisements. These spreadsheets go well beyond our discovery burden. And yet you have continued to ask for information not normally tracked in web advertising. You have also ignored our requests that you discuss with your client how search engine marketing works to assist you in understanding what data is tracked compared to what you are requesting. All of this demonstrates that your requests are unreasonable. We are prepared to seek a protective order if necessary.

Fourth, you state your refusal to provide requested financial performance data on the basis that Rocket Lawyer has not provided the exact publication dates for each of its advertisements. We refer you to our response above regarding specific dates. LegalZoom appears to be taking a tit-for-tat approach that is improper. LegalZoom has an independent obligation to meet its discovery burden, and documents and information should be produced as they are reviewed and become available. Please provide us with the generated data you have promised to provide, organized quarterly, as requested in Rocket Lawyer's December 20, 2013 letter.

Fifth, you claim that your ongoing refusal to run searches related to LegalZoom's incorporation and LLC advertisements is due to the fact that searches proposed by Rocket Lawyer are overbroad. You ignore the facts that we have proposed these search terms and expressly asked you to (i) let us know if any terms are overly broad, and (ii) suggest other combinations or location modifiers that will reduce your burden. All you have done is complain about the alleged burden, which seems unlikely when you are searching merely 20 or so terms compared to the over 70 terms we have agreed to search. Rocket Lawyer remains open to discussing search terms that LegalZoom believes would constitute a more practical alternative. But, if you continue to refuse to cooperate in discussions regarding search terms, we will seek guidance from the Court.

Finally, you accuse Rocket Lawyer of delaying production of requested financial and conversion data. This accusation is without merit. As you know, we had been seeking clarification of LegalZoom's overbroad and unduly burdensome requests for financial and conversion data for some time before your demand for even broader data on March 20, 2014. In fact, we had been waiting for you to check with your clients and colleagues to provide us with the requested parameters if they were going to be different than what was produced previously by Rocket Lawyer. Those parameters were never provided. Despite your arbitrary and unreasonably constrained four-day response deadline, Rocket Lawyer provided all of the requested information by March 28, 2014, just eight days after you sent us the demand letter, and about three months before the discovery cut-off.

GOODWIN | PROCTER

Mary Ann Nguyen
April 2, 2014
Page 4

Rocket Lawyer has demonstrated its commitment to the discovery process in this matter and will not agree to an extension of the case deadlines. As stated in our March 24, 2014 letter, we have already produced to you thousands of pages of documents, not including numerous native files. On March 28, 2014, we produced to you an additional 700+ docs, bringing our total document count to over 3,000 documents (nearly 10,000 pages, not including native files). We are currently working on a production of at least a couple thousand documents to be delivered to you this week. To date, you have only produced 1,015 or so documents (approximately 2,600 pages), of which about 150 are blank documents and company logos. We expect that you will speed up your review and production of documents and data requested by Rocket Lawyer.

As always, we are willing to meet and confer regarding any or all of the issues raised above.

Sincerely,



Hong-An Vu

cc: Fred Heather
fheather@glaserweil.com
Patricia Jones Winograd
pwinograd@glaserweil.com

EXHIBIT E

Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

Patricia Jones Winograd

January 16, 2014

Direct Dial
310.282.6207
Direct Fax
310.785.3507

E-mail
pwinograd@glaserweil.com

VIA E-MAIL AND FIRST CLASS MAIL

Forrest A. Hainline, III, Esq.
Hong-An Vu, Esq.
GOODWIN PROCTER LLP
Three Embarcadero Center, 24th Floor
San Francisco, California 94111

Michael T. Jones, Esq.
GOODWIN PROCTER LLP
135 Commonwealth Drive
Menlo Park, California 94025-1105

RE: Meet and Confer Regarding Supplemental Responses

Dear Counsel:

We write to further meet and confer regarding Rocket Lawyer Incorporated's ("Rocket Lawyer") supplemental discovery responses.

I. ROCKET LAWYER'S RESPONSES TO REQUESTS FOR PRODUCTION

a. Marketing/Advertising using "Zoom" (Document Request Nos. 11 & 12).

LegalZoom has requested that Rocket Lawyer produce all documents and communications relating to its marketing, advertisement and/or promotions published using the term "Zoom." Rocket Lawyer has objected to these requests on grounds of breadth and the purported lack of relevance and appears to have refused to provide the requested information. However, the foregoing requests are neither overly broad nor irrelevant. The requests are narrowly tailored to seek only documents that pertain to Rocket Lawyer's advertisements which contain the specific term "Zoom." Likewise, the documents responsive to these requests are directly relevant to LegalZoom's allegation that RocketLawyer purchased LegalZoom related search terms such as "Zoom" from Internet search engines to improperly divert potential consumers of LegalZoom to RocketLawyer by triggering sponsored links to RocketLawyer's deceptive "free" advertisements. See LegalZoom.com, Inc.'s First Amended Complaint, ¶ 13. See Fed. R. Civ. Proc. § 26(b)(a) ("the court may order discovery of any matter relevant to the subject matter of involved in the litigation.") Thus, we request that you supplement your responses and produce documents responsive to these requests. If this is simply an oversight and RocketLawyer intends to produce responsive documents, please amend your response accordingly.

Forrest A. Hainline, III, Esq.
Michael T. Jones, Esq.
January 16, 2014
Page 2

b. Customer Complaints (Document Request Nos. 43-45).

LegalZoom has requested that Rocket Lawyer produce all documents relating to customer complaints in connection with: the Rocket Lawyer advertisements at issue in the litigation, all LegalZoom triggered free advertisement and its negative option program. Given Rocket Lawyer's proposed search terms, as provided by your December 20, 2013 letter, it appears that Rocket Lawyer intends to provide the requested information. Please confirm that Rocket Lawyer is producing the requested information and supplement your responses accordingly. If there are additional issues with respect to which RocketLawyer would like to meet and confer, however, please advise immediately.

c. Converted Customers (Document Request Nos. 49-50).

LegalZoom has requested that Rocket Lawyer produce all documents relating to the number of customers converted using Rocket Lawyer's "free" advertisements and LegalZoom triggered advertisements. Rocket Lawyer has indicated only that it will produce documents after a meet and confer regarding the "form and scope" of data to be produced in response to these requests. For purposes of clarification, LegalZoom will accept RocketLawyer's understanding that the information sought I, among other things, that which reflects the number of customers who "clicked on a RocketLawyer search engine advertisement that uses "free" with respect to incorporation or formation of a limited liability company or entity that did not mention state filing fees . . . and thereafter enrolled in a paying account." LegalZoom reserves all rights to request further information relating to and responsive to these requests. Please advise of the nature of specific information RocketLawyer seeks as to the "form and scope" of the data requested. We are happy to discuss this matter in a telephonic meet and confer as well.

d. Financial Data (Document Request Nos. 51-54).

LegalZoom has requested that Rocket Lawyer produce:

- i. Quarterly financial performance from 2008 to present;
- ii. Gross and net revenue from customers converted using Rocket Lawyer Free ads that do not disclose filing fees (RFP 51 & 53);
- iii. Gross and net revenue from customers converted using LegalZoom triggered free ads (RFP 52 & 54);
- iv. Documents sufficient to identify the economic value that it derived from use of the RocketLawyer free advertisements (RFP 25);

Forrest A. Hainline, III, Esq.
Michael T. Jones, Esq.
January 16, 2014
Page 3

- v. Documents relating to economic value it derived from use of LegalZoom triggered advertisements (RFP 26);
- vi. Documents evidencing lost money on account of alleged unfair practices (RFP 33);
- vii. Documents evidencing unjust enrichment (RFP 34); and
- viii. Documents evidencing loss of business (RFP 35).

These requests seek information relating to damages. Rocket Lawyer has indicated that it intends to produce information responsive to these requests in summary form "organized quarterly." Please advise as to when we might expect such production.

II. ROCKET LAWYER'S RESPONSES TO INTERROGATORIES

a. Identification of Rocket Lawyer's Specific Ads (Interrogatory Request Nos. 4 & 7).

LegalZoom has requested that Rocket Lawyer identify its free ads and its LegalZoom triggered free ads published since 2008. In lieu of providing LegalZoom with an answer, Rocket Lawyer has indicated that it will identify Rocket Lawyer's free advertisements and LegalZoom triggered free advertisements published since 2008 once such ads have been reviewed and produced. LegalZoom awaits the identification ultimately of all ads requested by the Interrogatory. However, LegalZoom requests that RocketLawyer, at a minimum, supplement its responses to identify those ads that are the subject of this lawsuit of which it clearly knows, including, at least, those that have been identified in LegalZoom's Complaint. Please note that, in identifying such ads, the request requires that RocketLawyer include the date(s) of the document, its author, the type, the document's present and/or last known location and custodian and all other means of identifying the document with sufficient particularity. Given that the documents referred to constitute ads that would have been available to the consuming public over a range of dates, LegalZoom would expect the date to include the range of dates such ads were available on RocketLawyer's website.

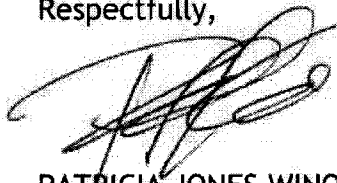
b. Number of Converted Customers (Interrogatory Request Nos. 17 & 18).

LegalZoom has requested that Rocket Lawyer identify the number of customers converted using Rocket Lawyer free ads and LegalZoom triggered free ads. Rocket Lawyer's supplemental response indicates that it will prepare data after the parties have met and conferred regarding the form and scope of the data to be produced in response to this interrogatory. LegalZoom has indicated, above (Section I.c.), what it believes is an acceptable response. Please confirm that RocketLawyer will provide

Forrest A. Hainline, III, Esq.
Michael T. Jones, Esq.
January 16, 2014
Page 4

this information and advise as to when we might expect it. Again, if an additional meet and confer is necessary, please so advise and we can address this issue in a telephonic meet and confer on Monday or Tuesday of next week.

Respectfully,

A handwritten signature in black ink, appearing to be 'PJW', written over a horizontal line.

PATRICIA JONES WINOGRAD
for GLASER WEIL FINK JACOBS HOWARD AVCHEN & SHAPIRO LLP

PJW/rjc

EXHIBIT F

Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

Patricia Jones Winograd

March 20, 2014

Direct Dial
310.282.6207
Direct Fax
310.785.3507

E-mail
pwinograd@glaserweil.com

VIA E-MAIL

Forrest A. Hainline, III, Esq.
Hong-An Vu, Esq.
GOODWIN PROCTER LLP
Three Embarcadero Center, 24th Floor
San Francisco, California 94111
fhainline@goodwinprocter.com
hvu@goodwinprocter.com

Michael T. Jones, Esq.
GOODWIN PROCTER LLP
135 Commonwealth Drive
Menlo Park, California 94025-1105
mjones@goodwinprocter.com

Brian W. Cook, Esq.
GOODWIN PROCTER LLP
53 State Street Exchange Place
Boston, Massachusetts 02109
bcook@goodwinprocter.com

RE: LegalZoom.com, Inc. v. Rocket Lawyer Incorporated

Dear Counsel:

We write to follow up with respect to our meet and confer on Thursday, March 6, 2014, and in connection with our ongoing efforts to meet and confer with Rocket Lawyer concerning the content and substance of its responses to discovery, to date.

1. Information concerning Rocket Lawyer's Ads

As Rocket Lawyer knows, LegalZoom has requested information concerning the ads run by Rocket Lawyer, including specifically the dates on which those ads ran. You indicated in a meet and confer last month that you would inquire of your client as to when LegalZoom could expect a full and complete response to its Interrogatory No. 4, an answer which has been outstanding since the commencement of discovery. We appreciate your representation that Rocket Lawyer will endeavor to provide full and complete information as soon as it can. However, unless Rocket Lawyer can produce this information by Monday, March 24, 2014, LegalZoom requests that Rocket Lawyer immediately agree to extend the expert discovery deadline and any other deadlines that are impacted thereby. In the absence of Rocket Lawyer's agreement, LegalZoom will have no choice but to move to compel and seek a court order further extending

Forrest A. Hainline, III, Esq.
Michael T. Jones, Esq.
March 20, 2014
Page 2

discovery. As Rocket Lawyer should be able to appreciate, this information is central to LegalZoom's case and it, like other factual information in this case, to the extent that Rocket Lawyer has delayed in getting LegalZoom the information, impacts the progression of this case, including expert disclosures. Please let us know no later than close of business tomorrow whether Rocket Lawyer will agree to move the dates if it cannot provide the requested information by the date specified above.

2. Consumer Conversion Data

As we again articulated in our most recent meet and confer, LegalZoom also awaits data and information concerning the number of customer conversions. Until our last meet and confer, LegalZoom expected that this information would be forthcoming. However, in our last meet and confer, Rocket Lawyer indicated—for the first time—that it believed that such information was already provided in connection with the parties' mediation last May. As Rocket Lawyer well knows, however, the mediation data was limited in at least two respects. First, there was a date limitation on that information; it contained only conversion data from October 12, 2011 to March 25, 2013. Second, that data was limited to the number of customers converted from advertisements using the term "free" but not stating "plus state filing fees" or the equivalent.

LegalZoom's discovery requests seek broader information than provided in the mediation in that they: (1) do not contain any date limitation; and (2) request all information concerning consumer conversions. Specifically, LegalZoom has requested information relating to the number of customers converted using Rocket Lawyer's "free" advertisements and LegalZoom triggered advertisements. See LegalZoom's Requests for Production of Documents, Nos. 49, 50. Therefore, LegalZoom believes that it is entitled to *any* and all information concerning consumers who converted on the basis of ads published by Rocket Lawyer.

Notably, for the first time, Rocket Lawyer articulated in our meet and confer its position that there is a distinction to be drawn between Rocket Lawyer's "external" advertisements for "free" corporations and LLCs and those appearing on its website. In this week's email, you described this as a difference between incorporation vs. non-incorporation ads. This distinction is neither understood nor warranted. As you are aware, LegalZoom has alleged that all of Rocket Lawyer's false and misleading advertisements (not only those relating to "free" corporations and LLCs) have deceived a substantial segment of the audience exposed to it, or have the capacity for such deception, and have, or are likely to, influence consumer purchasing decisions. See First Amended Complaint, ¶ 22. As such, LegalZoom anticipates receiving data, documents and information responsive to its requests relating to all

Forrest A. Hainline, III, Esq.
Michael T. Jones, Esq.
March 20, 2014
Page 3

Rocket Lawyer ads, including specifically conversion data relating to all ads of any sort that have been published by Rocket Lawyer in the relevant time period.

Please confirm that Rocket Lawyer will produce conversion data relating to all of Rocket Lawyer's advertisements during the relevant period without the restrictions recently proposed by you. Again, given the centrality of this information to our case, we will need Rocket Lawyer's definitive position concerning whether it will provide additional information no later than close of business tomorrow.

3. LegalZoom's Additional Search Terms

We have done further investigation into Rocket Lawyer's additional proposed search terms. We reiterate that the terms LegalZoom has not agreed to accept are overly broad, already captured in searches that are well underway, duplicative or not reasonably related to the allegations in the case or the discovery that has been propounded by Rocket Lawyer, to date. For example, Rocket Lawyer requests that LegalZoom add "incorpor* AND fee" and/or "State AND Fee*" to its search. Given that Rocket Lawyer's singular allegation concerning LegalZoom's advertisements is that they do not properly disclose state fees, it is hard to see how broad search terms such as those are likely to lead to responsive documents within the scope of what Rocket Lawyer has requested. LegalZoom believes that the searches it is undertaking more than adequately cover Rocket Lawyers' contentions and requests.

Again, we have considered your request that LegalZoom add search terms relating to Legalcenterpro, Lightwavelaw and Estateguidance; however, a search for "Legalcenterpro," "Lightwavelaw" and "Estateguidance" without any qualifiers, as proposed by you will be overbroad and over inclusive. Pursuant to Paragraph 42 of Rocket Lawyer's Amended Counterclaims, Rocket Lawyer alleges that "LegalZoom has used each of these websites to bid on search terms and ultimately place multiple advertisements on Google and other search engines and drive supplemental internet traffic - and therefore consumers - to www.legalzoom.com." A search for "Legalcenterpro," "Lightwavelaw" and "Estateguidance" *with* qualifiers such as "[Google OR Bing OR Yahoo] AND [LLC OR incorporate*]," may more adequately yield documents responsive to Rocket Lawyer's allegations without being overly broad or inclusive. Thus, LegalZoom proposes to add the search term "[Legalcenterpro OR Lightwavelaw OR Estateguidance] AND [Google OR Bing OR Yahoo] AND [LLC OR incorporate*]."

Forrest A. Hainline, III, Esq.
Michael T. Jones, Esq.
March 20, 2014
Page 4

We continue to test those terms that have been proposed to ensure that we are producing relevant and responsive documents. Please let us know if Rocket Lawyer would like to propose anything else that LegalZoom can consider.

As before, we reserve the right to modify the search terms should we discover that any of the proposed terms are overly broad and/or otherwise ineffective.

Regards,

A handwritten signature in black ink, appearing to be 'PJW', with a long horizontal line extending to the right.

PATRICIA JONES WINOGRAD
for GLASER WEIL FINK JACOBS HOWARD AVCHEN & SHAPIRO LLP

PJW/PJW

cc: Fred Heather, Esq.
Mary Ann T. Nguyen, Esq.

EXHIBIT G

March 24, 2014

BY EMAIL

Patricia Jones Winograd
Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP
pwinograd@glaserweil.com

**Re: LegalZoom.com, Inc. v. Rocket Lawyer Incorporated
LegalZoom's March 20, 2014 Letter**

Dear Patti,

This evening you shall receive a link to download the data we have currently been able to generate relating to Rocket Lawyer's search engine advertisements. We will provide the rest of the data we are able to generate by the end of week.

We will not agree to any extension of the case deadlines and will oppose any motion requesting relief from the Court's current scheduling order. LegalZoom has been the reason for any delay in this case. Your demand that we provide you with all the information relating to our advertisements is unreasonable.

First, although we have communicated our willingness to provide you the requested information, you have been unclear and have communicated shifting requests and standards about what you want regarding Rocket Lawyer's advertisements. We raised for you at the March 6, 2014 meet and confer our confusion. We told you that we believed that the advertisements concerning services other than incorporation/entity formation are only *intra*website "advertisements." These "advertisements" can only be produced in the ordinary course of productions because there is no way for us to generate a report of the language we have had on our website. We asked for your guidance on whether search engine advertisements for legal help/review and free trial services were at issue in this case. You said that you would get back to us with references to the First Amended Complaint.

We did not hear from you for almost two weeks and so we emailed you on March 18, 2014 to update you on our investigations and to request again the guidance you promised. You waited another two days to respond and then, on March 20, 2014, instead of providing any real guidance, you stated that you want data on "all ads of any sort" and demanded that we produce such data in just four days (of which two are weekend days).

Your demand provides an unreasonable amount of time to respond, and is also a revised request seeking information well beyond the scope of any issues in this litigation. Accordingly, we will provide you with data relating to the services at issue in this litigation – entity formation, free trial, and free legal help/review services – by the end of the week.

GOODWIN | PROCTER

Patricia Jones Winograd
March 24, 2014
Page 2


Second, you raised for the first time in your March 20, 2014 letter that you also want dates for when each Rocket Lawyer advertisement was published. In all prior conversations, you have simply requested a "list" of the advertisements. This additional request makes your demand unreasonable. We have told you time and again that some of the information you seek is not tracked by Rocket Lawyer. Indeed, we have suggested several times that you consult with your client on what type of data is typically compiled and determine specifically what information you are requesting. You have never responded to this inquiry. We are unable to provide you with the exact dates of when an advertisement was published. But in the interest of cooperation, we will provide you the quarter for when the advertisement's *campaign* was launched.

On a related note, Rocket Lawyer has also asked for and you have agreed to produce data relating to LegalZoom's advertisements and related conversion/financial data (*see* Requests for Production 4-6). And yet, you have not generated any data thus far. In addition, you have refused to run any searches relating to one of the central advertisements at issue here – LegalZoom's incorporation or LLC advertisements. We have found examples of your failure to disclose state fees. Your refusal to search or propose a modified search for your incorporation/LLC advertisements is unacceptable. Please propose an appropriate set of search terms that ensure that you are reviewing your incorporation and LLC advertisements or we will seek guidance from the Court.

Rocket Lawyer has thus far made three productions totaling over 7,000 pages (excluding native files) and is working on another large production to be delivered by the end of the week. We are diligently reviewing documents and have met and conferred with you to get you the information you have requested. Your lack of cooperation and unclear and overly broad requests have led to any delay that you have experienced.

Rocket Lawyer is prepared to continue with this case as scheduled and will not agree to any extension of the deadlines. We look forward to your next production and expect that you too will provide the requested data and revise your search terms to comply with your discovery burden.

Sincerely,



Hong-An Vu

Cc: Fred Heather (fheather@glaserweil.com)
Mary Ann T. Nguyen (mnguyen@glaserweil.com)

EXHIBIT H

Patricia Jones Winograd

From: Patricia Jones Winograd
Sent: Thursday, April 03, 2014 1:05 PM
To: 'Vu, Hong-An'
Cc: Jones, Michael T; Hainline, Forrest A; Fred Heather; Mary Ann Nguyen
Subject: RE: LegalZoom_ Ex Parte Application for Continuance

Hong An:

We are in receipt of your email of yesterday's date (below).

We have considered RocketLawyer's offer to push the expert discovery deadline by seven days. Unfortunately, for the reasons we have previously stated, we believe that additional time for the completion of expert discovery is necessary, and will move ex parte to extend the deadline tomorrow.

That said, I respond briefly to the content of your email below. First, you clearly misunderstood my communications to you. All I communicated was that we, of course, had not shared RocketLawyer's recent production with our client, given that it was designated as Attorney's Eyes Only. I by no means indicated that we had not discussed the issue of producing information concerning advertisements published by LegalZoom containing the word "free." And, your accusation that LegalZoom has not taken its discovery obligations seriously is not well taken. In fact, LegalZoom's ads using the word free were the subject of RocketLawyer's Interrogatory No. 12. LegalZoom responded to this interrogatory, in full, on December 3, 2013. At no time since then has RocketLawyer ever indicated that the information that LegalZoom provided was insufficient. To the contrary, until just days ago, RocketLawyer had refused to provide *any* information responsive to LegalZoom's Interrogatory No. 4 seeking information concerning RocketLawyer's ads and the dates upon which those ads ran—a request outstanding for over a year. LegalZoom had also requested information concerning customer conversions relating to the use of RocketLawyer's free ads. Both categories of information had been the constant subject of our meet and confers since we propounded the discovery last year.

We maintain our position that the voluminous nature of the information that RocketLawyer has just provided, alone, warrants an extension of the expert discovery cut-off. We note further that RocketLawyer still has not produced its financial information and that its requests relating to LegalZoom's financial information is, in substantial part, tied to the information that RocketLawyer has just disclosed—thus further warranting an extension.

Please let us know if you would reconsider an extension of the expert discovery deadline in line with our request.

Thanks,

Glaser Weil

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

Patricia Jones Winograd

10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.282.6207 | Fax: 310.785.3507
E-Mail: pwinograd@glaserweil.com | www.glaserweil.com



This message and any attached documents may contain information from the law firm of Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP that is confidential and/or privileged. If you are not the intended recipient, you may not read, copy, distribute or use this information. If you have received this transmission in error, please notify the sender immediately by reply e-mail and then delete this message.

From: Vu, Hong-An [mailto:HVu@goodwinprocter.com]
Sent: Wednesday, April 02, 2014 4:42 PM
To: Patricia Jones Winograd
Cc: Jones, Michael T; Hainline, Forrest A; Fred Heather; Mary Ann Nguyen
Subject: RE: LegalZoom_Ex Parte Application for Continuance

Patti:

Thank you for calling me back regarding the extension. As stated, we are willing to increase the extension to seven days, but no more. Rocket Lawyer is ready to proceed with fact and expert discovery and to litigate this case.

There are a couple of issues that concerned me. First, when I asked whether we will receive from your clients something similar to the we data produced on March 24 and 28, you said that you will have to ask them whether they are able to generate similar information because they have not been in the loop about the discussions regarding producing advertisements. Had you done so earlier, we would not have wasted the last month trying to obtain clarity from you about what you wanted, when you did not even understand what you were requesting. Furthermore, the fact that you have not yet begun working with your client to identify and produce the information we requested more than a year ago underscores the fact that you and your client are not taking your discovery obligations seriously.

Second, you stated that you were surprised by the volume of data that was produced and that you need 3-4 weeks to process and absorb this data. As we have explained to you in multiple meet and confer sessions and correspondence, the overwhelming majority of our advertisements are search engine ads. Given the nature of search engine advertisements, a large amount of data should have been expected. Although the ad copy itself is similar across most of the ads, because many of the ads are state specific, use slightly different language, and/or cover several years, they add up. This, too, you could have learned from your client. This was a reason why we objected to giving you data relating to all free advertisements on all services – you did not allege anything about other services, and the amount of data to review and produce would certainly be overly burdensome as you admitted that the amount of data already produced is incredible. Also, you should note that we produced this information to you in a form that is searchable, sortable, and filterable which allows for more efficient analysis.

Finally, as explained on our call, we are reviewing for what you would consider an “advertisement” and will produce what is responsive in the ordinary course. Rocket Lawyer is an internet company and most of its advertisements are on the web. It likely does not have ad copy and layouts like what you are envisioning in terms of traditional advertising. Regarding advertisements on Rocketlawyer.com, as we have discussed, the website is constantly changing – as is LegalZoom.com. We will provide to you historic screenshots that we have, but like I said, LegalZoom probably cannot give us the exact landing page it had on a specific day. We are reviewing for screenshots and will produce to you what is available and within a reasonable interpretation of the discovery burden in this case. If you want historic webpages, you may also want to check www.archive.org which is a third party website that has historic screenshots of many popular websites. But even this website whose sole purpose is to archive webpages does not have historic landing pages as you have requested.

Please let us know if you are willing to accept a one week extension. Otherwise, we will need to brief this matter for the Court.

Regards,
Hong-An

Hong-An Vu
Goodwin Procter LLP
Three Embarcadero Center, 24th Floor
San Francisco, CA 94111
T: 415-733-6114
F: 415-677-9041
hvu@goodwinprocter.com
www.goodwinprocter.com

From: Vu, Hong-An
Sent: Wednesday, April 02, 2014 3:12 PM
To: Mnguyen@glaserweil.com; Patricia Jones Winograd (pwinograd@glaserweil.com)
Cc: Jones, Michael T; Hainline, Forrest A (FHainline@goodwinprocter.com); fheather@glaserweil.com
Subject: FW: LegalZoom_ Ex Parte Application for Continuance

Mary Ann and Patti:

When you originally requested an extension, it was contingent upon us producing the ad data to you by March 24, 2008. We provided you some data by March 24, and the rest of the data on March 28. Given this timeline, we are willing to agree to a four-day extension of the expert disclosure deadline. We do not agree that all case deadlines need to be moved.

Please let us know if you are agreeable to this short extension.

Thanks,
Hong-An

Hong-An Vu
Goodwin Procter LLP
Three Embarcadero Center, 24th Floor
San Francisco, CA 94111
T: 415-733-6114
F: 415-677-9041
hvu@goodwinprocter.com
www.goodwinprocter.com

From: Mary Ann Nguyen [<mailto:Mnguyen@glaserweil.com>]
Sent: Wednesday, April 02, 2014 8:51 AM
To: Hainline, Forrest A; Jones, Michael T; Vu, Hong-An; Cook, Brian W
Cc: Fred Heather; Patricia Jones Winograd
Subject: LegalZoom_ Ex Parte Application for Continuance

Counsel:

Please be advised that, pursuant to our prior communications with you, LegalZoom intends to and will apply ex parte for a continuance of the trial and related dates set in the Court's January 22, 2014 order for good cause tomorrow morning.

You previously stated that you will oppose any such ex parte application. Please let us know if your position has changed.

Regards,

Glaser Weil

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

Mary Ann T. Nguyen | Associate

10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
Main: 310.553.3000 | Direct: 310.556.7809 | Fax: 310.843.2609
E-Mail: mnguyen@glaserweil.com | www.glaserweil.com



This message and any attached documents may contain information from the law firm of Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP that is confidential and/or privileged. If you are not the intended recipient, you may not read, copy, distribute or use this information. If you have received this transmission in error, please notify the sender immediately by reply e-mail and then delete this message.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

This message is intended only for the designated recipient(s). It may contain confidential or proprietary information and may be subject to the attorney-client privilege or other confidentiality protections. If you are not a designated recipient, you may not review, copy or distribute this message. If you receive this in error, please notify the sender by reply e-mail and delete this message. Thank you.
