

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

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

10 *Attorneys for Defendant*  
 11 **ROCKET LAWYER INCORPORATED**

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

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

18 Plaintiff,

19 v.

20 ROCKET LAWYER  
 21 INCORPORATED, a Delaware  
 corporation,

22 Defendant.

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

**DECLARATION OF HONG-AN VU  
 IN SUPPORT OF ROCKET  
 LAWYER'S OPPOSITION TO EX  
 PARTE APPLICATION TO  
 CONTINUE TRIAL AND RELATED  
 DATES**

Judge: Judge Gary A. Feess  
 Courtroom: 740  
 255 East Temple Street  
 Los Angeles, CA 90012

Action Filed: November 20, 2012

24  
 25  
 26  
 27  
 28

1 **DECLARATION OF HONG-AN VU**

2 I, Hong-An Vu, declare as follows:

3 1. I am an associate at Goodwin Procter LLP, counsel of record for  
4 defendant and counterclaimant Rocket Lawyer Incorporated (“Rocket Lawyer”). I  
5 submit this declaration in support of Rocket Lawyer’s Opposition to the Ex Parte  
6 Application to Continue Trial and Related Dates filed by LegalZoom.com, Inc.  
7 (“LegalZoom”). I am over the age of 18 years. Unless otherwise indicated, I have  
8 personal knowledge of the matters stated herein and, if called upon to do so, I could  
9 and would competently testify to them under oath.

10 2. On August 23, 2013 and September 4, 2013 when LegalZoom filed its  
11 summary judgment motions, the parties had not yet responded to written discovery  
12 or produced a single document.

13 3. Attached hereto as **Exhibit A** is an online article published on  
14 techcrunch.com, and downloaded by me on October 18, 2013, in which LegalZoom  
15 states that “we did not expect to win at [the summary judgment] stage.”

16 4. The parties engaged in numerous meet and confer sessions in fall of  
17 2013 in order to resolve ongoing discovery issues, including settling upon mutually  
18 agreeable search terms lists and agreeing on a means of exchanging data.

19 5. Whereas, during the course of the fall 2013 meet and confers, Rocket  
20 Lawyer ultimately agreed to search over 70 terms—including most of the terms that  
21 LegalZoom proposed—LegalZoom delayed in providing a list of terms that it would  
22 be willing to search, ignored Rocket Lawyer’s requests to expand the list of terms,  
23 and ultimately refused to search most of the additional terms suggested by Rocket  
24 Lawyer. LegalZoom also ignored Rocket Lawyer’s request that the parties discuss  
25 providing financial data. Attached hereto as **Exhibit B** is a letter sent by Rocket  
26 Lawyer to LegalZoom on December 20, 2013, summarizing the status of various  
27 discovery matters.

1           6.     On January 8, 2014, I attended a meet and confer between the parties,  
2 during which LegalZoom agreed to consider possible search terms and provide  
3 Rocket Lawyer with a response regarding acceptable search terms.

4           7.     On January 16, 2014, LegalZoom requested to meet and confer  
5 regarding timing of production of Rocket Lawyer advertising data, including ad  
6 copy and performance data relating to such ads. LegalZoom had not raised the issue  
7 of advertisements or data since its November 5, 2013 letter, which had prompted  
8 Rocket Lawyer to supplement its Interrogatory responses and prioritize its search  
9 and review of documents relating to advertisements and LegalZoom, to be produced  
10 in the ordinary course of discovery.

11          8.     The parties made their first productions on January 28, 2014. Rocket  
12 Lawyer's production included emails concerning advertisements, discussions  
13 regarding ad copy language, landing pages, and other information requested by  
14 LegalZoom.

15          9.     Attached hereto as **Exhibit C** and **Exhibit D** are communications sent  
16 by Rocket Lawyer to LegalZoom on February 5, 2014 (with confidential exhibits  
17 removed) and November 27, 2013, respectively, in which Rocket Lawyer expressed  
18 concerns regarding LegalZoom's delay of the discovery process.

19          10.    Attached hereto as **Exhibit E** is a letter sent by LegalZoom to Rocket  
20 Lawyer on February 14, 2014, rejecting nearly all search terms as had been  
21 proposed by Rocket Lawyer to that point, and refusing to review or produce  
22 documents relating to non-Rocket Lawyer keyword bidding and LegalZoom's  
23 affiliate program. LegalZoom even rejected searching for "LLC and fee" and  
24 "Incorpora\* and Fee," ads central to this dispute, and did not provide other  
25 suggestions to capture the responsive advertisements as requested by Rocket Lawyer  
26 in its December 20 letter.

27          11.    On February 25, 2014, I attended a meet and confer with counsel for  
28 LegalZoom, during which LegalZoom requested that Rocket Lawyer provide hard

1 copy advertisements believed to be kept in a binder at the Rocket Lawyer offices.  
2 Rocket Lawyer informed LegalZoom that there was no such hard copy file of all  
3 advertisements, but that it would work try to generate and provide a list of search  
4 engine advertisements. Rocket Lawyer also explained that advertisements that  
5 appear only on Rocketlawyer.com, such as landing pages, have to be reviewed and  
6 produced in the ordinary course of production to the extent they exist. Rocket  
7 Lawyer requested that LegalZoom identify the data that they would like to be  
8 included in the list, and LegalZoom agreed to do so.

9       12. Attached hereto as **Exhibit F** is an email I sent to counsel for  
10 LegalZoom on February 28, 2014, suggesting that the mediation communications  
11 that had been exchanged earlier in this matter would assist counsel in better  
12 understanding what they are requesting from Rocket Lawyer.

13       13. On March 3, 2014, Rocket Lawyer made its second production,  
14 whereas on March 4, 2014, LegalZoom finally *re-produced* its first production with  
15 metadata.

16       14. On March 6, 2014, I attended a meet and confer between the parties,  
17 which was focused in part on determining what information LegalZoom wanted in a  
18 list of search engine advertisements, and during which Rocket Lawyer requested  
19 that counsel consult with LegalZoom to learn how internet marketing data is tracked  
20 and to understand what information it needs from Rocket Lawyer. LegalZoom's  
21 counsel promised to provide clarity regarding the scope of its request for search  
22 engine advertisements.

23       15. Attached hereto as **Exhibit G** is an email I sent to LegalZoom counsel  
24 on March 18, 2014, advising LegalZoom that Rocket Lawyer was working to  
25 generate the requested list of search engine advertisements, and requesting the  
26 promised guidance regarding the scope of LegalZoom's request for a list of  
27 advertisements.

28

1           16. Rocket Lawyer also made its third production of documents on March  
2 18, 2014.

3           17. On March 21, 2014, LegalZoom made its second production of  
4 documents to Rocket Lawyer.

5           18. On March 24, 2014, Rocket Lawyer produced three spreadsheets, Bates  
6 RLI0007916-0007918, containing search engine advertisement data including ad  
7 copy, click rates, conversion rates, costs, and the quarter in which an ad was  
8 published in Excel files that are searchable, sortable, and filterable. Rocket Lawyer  
9 provided its free advertisements for the relevant services regardless of whether the  
10 advertisement was placed on any search term that had a combination of “legal” and  
11 “zoom,” or whether the free advertisement disclosed any applicable state fees.

12 Rocket Lawyer included in the March 24 production separate sheets containing data  
13 relating to the advertisements on LegalZoom Keywords. Many of the  
14 advertisements included on the spreadsheets are similar, with only small variations  
15 in language. LegalZoom can calculate the total number of conversions that have  
16 resulted from the advertisements by sorting on a particular column.

17           19. Rocket Lawyer also sent a letter March 24, 2014 explaining the data  
18 content and suggested that LegalZoom counsel consult with their client in order to  
19 better understand how advertising data is actually tracked. This letter informed  
20 LegalZoom that the rest of the data will be produced by March 28, 2014 and that  
21 Rocket Lawyer would oppose any request to continue case deadlines.

22           20. On March 28, 2014, at approximately 3:00 p.m., Rocket Lawyer  
23 produced the second volume of data spreadsheets, Bates RLI0007919-0007925, as  
24 well as more than 700 additional responsive documents. LegalZoom counsel  
25 contacted Rocket Lawyer counsel via email on March 31, 2014, to inform Rocket  
26 Lawyer that they were unable to access the documents produced on March 28, as  
27 they had misplaced their file access password.

28

1           21.    LegalZoom has requested that Rocket Lawyer provide historic  
2 screenshots of Rocket Lawyer’s website. To the extent that historic screenshots of  
3 RocketLawyer.com exist, they are captured in searches that Rocket Lawyer has  
4 performed, and will be reviewed and produced to LegalZoom if responsive.

5           22.    On April 2, 2014, I spoke with LegalZoom counsel regarding  
6 LegalZoom’s request for an extension of time within which to complete discovery.  
7 During this telephone conference, Ms. Winograd informed me that she had not  
8 asked her client what data they tracked in search engine advertising; she was  
9 surprised by the volume of Rocket Lawyer’s productions and needed more time to  
10 review them; and that she had not investigated whether her client has historic copies  
11 of its website, despite seeking “historic screenshots” from Rocket Lawyer.

12           23.    On April 4, 2014, Rocket Lawyer produced over 4,000 documents,  
13 Bates RLI0009980-0015440. At 6:23 p.m. on April 4, LegalZoom produced two  
14 pages of documents containing a summary of its quarterly revenue and spend related  
15 to advertising.

16           24.    To date, Rocket Lawyer has produced over 7,000 documents (over  
17 15,400 pages not including native files) and is preparing another few thousand  
18 documents for production the week of April 7, 2014. Rocket Lawyer has also  
19 produced ten spreadsheets with data relating to over one million of its search engine  
20 advertisements over the last five years.

21           25.    To date, LegalZoom has produced just over 1,000 documents,  
22 comprising approximately 2,600 pages. At least 150 of these pages are either blank  
23 or contain only company logos.

24           26.    LegalZoom has expressed a desire to take depositions and has  
25 anticipated a motion to compel for months, but has not noticed or discussed  
26 scheduling for any depositions or moved to compel.

27    ///

28    ///

1           27. Rocket Lawyer is prepared to proceed under the current discovery and  
2 trial schedule.

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


I declare under penalty of perjury under the laws of the State of California  
that the foregoing is true and correct. Executed on this 7th day of April, 2014.

/s/ Hong-An Vu  
HONG-AN VU

# ***EXHIBIT A***

# ***EXHIBIT A***





Do you know why your app is slow? We do.

APP MONITOR & ALERTS

- ▲ NON-RESPONSIVE API CALL
- ▲ SLOW QUERY REPORTED

See How



News TCTV Events



ANNOUNCEMENT Nominate your favorite companies, products, and people for Crunchies!

Advertising Tech LegalZoom rocket lawyer

## Is Rocket Lawyer Free To Use 'Free'? Court Denies Rival LegalZoom Its Motion For Summary Judgment, Orders Trial For False Ad Claims

Posted Oct 18, 2013 by [Ingrid Lunden \(@ingridlunden\)](#)

3 Like 22 Tweet 55 Share 0

Next Story



Another development in the case between rivals [Rocket Lawyer](#), the online legal services startup, and [LegalZoom](#), which is suing Rocket Lawyer over claims of false advertising and other Federal Trade Commission violations. The court has denied LegalZoom's motion for a summary judgment in the case and ordered it to trial. Judge Gary Allen Feess, of the U.S. District Court for the Central District of California, says that LegalZoom "has failed to carry its burden" for a motion for summary judgment in trying to prove that a consumer would be misled by Rocket Lawyer's ads — specifically those offering services claimed as free.

Judge Feess writes: "...a reasonable jury could conclude that when considered as a whole, Defendant's advertisements represent only the free processing and filing fees that a customer can obtain with a free trial, and do not deceptively conceal the state incorporation fees. When viewed in this context, Defendant's advertisements are not false, but rather are a truthful promotion of its free trial that could potentially distinguish its services from other companies by allowing customers to incorporate without paying any processing and filing fees."

This does not mean that LegalZoom has lost the case; just that it will have to go to full trial to be decided.

We've embedded the full ruling below.

The case goes back about a year, to November 2012, when [LegalZoom first filed its complaint](#), which covered a number of claimed violations of FTC regulations, including trademark infringement and unfair competition.

EXHIBIT A -7-

Today's ruling focuses specifically on the advertising and the "free" claims made by Rocket Lawyer, with reference not just to how they are not really free claims but to how they potentially put LegalZoom into a negative light, with statements like "Zoom Charges \$99, We're Free." The Judge deemed that the jury will be able to decide whether Rocket Lawyer is transparent in what it is offering to users. For example, as in the above statement:

*"It is true that a customer can save the \$99 charged by Plaintiff for its processing and filing fee by enrolling in the free trial offered by Defendant. And this comparison is further explained on Defendant's website through a chart that presents a side-by-side comparison of the various prices associated with incorporation, including processing fees and state fees, that are charged by both Defendant and a 'Competitor.'"*

"LegalZoom's motion was unsupported legally and factually," noted Forrest Hainline, counsel for Rocket Lawyer. "LegalZoom's lawsuit attempts to misuse competition laws to protect its uncompetitive market position."

LegalZoom has also provided us with a statement from Chas Rampenthal, its general counsel:

*"The overall goals of our lawsuit have already been achieved – Rocket Lawyer has removed their deceptive statements regarding 'free filings' from all their online advertising. We continue our lawsuit to protect consumers and obtain a ruling that prevents Rocket Lawyer from reverting back to their false and misleading advertising in the future. The Court's ruling this week was simply a procedural decision. While it would have been nice to end the case early and it was worth taking a shot, we did not expect to win at this stage. The judge has ordered that this case proceed to trial and we look forward to asking a jury whether they believe Rocket Lawyer's ads that stated "Incorporate for Free ... Pay No Fees (\$0)" meant customers could incorporate for free and would pay no fees."*

LegalZoom has been around since 1999 and has itself been a disruptive force in the market by offering users online legal services for a fraction of the price that it might cost to get the same paperwork done by a physical lawyer. Services include legal help with starting businesses but also personal work, such as filing for a divorce online. It has [raised \\$66 million in funding](#) and has [filed for a \\$120 million IPO](#).

Rocket Lawyer has been around since 2008. While LegalZoom charges for forms, Rocket Lawyer has gone after disrupting that model by making forms free and charging for legal and advisory services around getting them completed. It has raised [just over \\$53 million](#).

"Our mission is to make the law affordable and simple enough for everyone to benefit from the protections of our legal system," noted Charley Moore, Founder of Rocket Lawyer, in a statement. "We are willing and able to continue to fight for access to low-cost legal services, even when a bigger competitor like LegalZoom comes along to try to maintain the status quo. We applaud the decision of the court today as it validates our commitment to delivering the legal services people need in a way they can both afford and understand."

Note: We have updated the story with more clarification on the case; specifically that this is not the end and that the case is still going to trial. The date has not yet been set.

Case 2:12-cv-09942-GAF-AGR Document

UNITED STATES  
CENTRAL DISTRICT OF CALIFORNIA

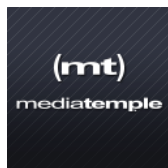
CIVIL MINUTE ENTRY

SHOW ME MORE LIKE FEESS ORDER 1017  
SIMILAR TO FEESS ORDER 1017  
BACK TO DOC

More from [TechCrunch](#)  
Previous | Next  
[Ditto Motion To Dismiss](#)  
[TechCrunch](#)  
[Ditto Court Order](#)  
[TechCrunch](#)  
[Complaint, pintrips.finaL \(00026704\)](#)  
[TechCrunch](#)  
[Weneedtoknow Transparency Bills Support Letter](#)  
[TechCrunch](#)  
[airbnb vs nyc](#)  
[TechCrunch](#)  
[CPUC Ridesharing](#)  
[TechCrunch](#)  
[Telecoms Regulation Final Text](#)  
[TechCrunch](#)

[View this document on Scribd](#)

Image: [Flickr](#)



ADVERTISEMENT



## CrunchBase

LegalZoom	
<b>FOUNDED</b> December 1999	<b>TOTAL FUNDING</b> \$66M
<b>OVERVIEW</b> LegalZoom is the nation's most recognized name in law, the alternative to the traditional law firm. The leading provider of online legal document services and legal plans to families and small businesses, LegalZoom offers high quality, affordable legal services, marrying cutting-edge technology with access to experienced attorneys. LegalZoom was founded on the idea that all Americans deserve ...	
<b>WEBSITE</b> <a href="http://www.legalzoom.com/">http://www.legalzoom.com/</a>	
<a href="#">Full profile for LegalZoom</a>	

## Related Videos



Ostrich Pillow | Fly or Die



EXHIBIT A -9-

[More Related Videos](#)

3 comments

Sign in

				+ Follow					Post comment as...
--	--	--	--	----------	--	--	--	--	--------------------

Newest | Oldest | Popular



**Montanafreedom**

Oct 18, 2013

Stupid judge, stupid legal system. Easy lawsuit. If someone says their product is free, it should cost nothing to use. If this is not what RocketLawyer is advertising, then they should not be able to use the word free. To many products on the internet say they are free, until you get to the end when they have some kind of fee and they want your credit card number. Here again, lawyers are making things complicated so you have to pay a lawyer to understand. Just like our tax system and anything else lawyers have their hand in.

Reply 2 Like



**nitemare004**

Nov 1, 2013

**@Montanafreedom** When you offer a FREE TRIAL (which they do) then they have no choice but to use the words free, no charge, \$0 and also explain that it is only for the trial (which they do). If you search legalzoom you will find a lot of "scam" "bad service" etc. results but if you search Rocketlawyer you don't. I've never heard of a positive customer review about Legal Zoom. I know Legal zoom was there first but it's not their say to prevent similar businesses, especially if they can offer more. They should be happy that the niche isn't saturated. If you watch commercials you ALWAYS see companies claiming to be better than another specific company, this is competition, you clearly don't own a big enough franchise to know how it is out there in the real world... Stupid judge? You must be way too young and/or uneducated to understand how court systems work, really.

Reply Like



**JasonM.Lemkin**

Oct 18, 2013

Good for RocketLawyer. Litigation is a flawed strategy when companies are at this growth phase.

Reply 1 Like

Powered by Livefyre

UP NEXT

Wishberg Raises \$150K To Help Users Achieve Their Goals

Posted Oct 18, 2013

POPULAR ARTICLES



**Bitcoin Back Over \$1K After Chinese Ban, BofA Comments, And Greenspan Mockery**  
Posted 1 hour ago



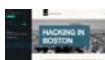
**BlackBerry Messenger Directory Search App Lands On Android & Charts Uptick In BBM Interest**  
Posted 1 hour ago



**Microsoft Sheds \$12B In Market Cap On News That Ford's Alan Mulally Won't Be Its Next CEO**  
Posted 1 hour ago



**Twitter Announces "Tailored Audiences" For Ad Retargeting**  
Posted 1 hour ago



**Brace Launches Dropbox-Powered Hosting Solution For Static Sites**  
Posted 1 hour ago





**Data Portability Win! Google Now Lets You Export All Your Gmail & Calendar Data Via Google Takeout**

*Posted 2 hours ago*



**Microsoft Launches Bing Maps Preview With High-Res 3D Imagery**

*Posted 2 hours ago*

## CrunchBoard

Job Listings

**Senior Software Engineer (Backend)**

PayScale

**Director of Sales**

CrowdTwist

**Technical Lead Architect - Bitbucket**

Atlassian

**Lead Systems Administrator - Bitbucket**

Atlassian

**Product Engineer**

Klout

[More from CrunchBoard](#)

### About

[News](#)

[TCTV](#)

[Events](#)

[CrunchBase](#)

[Staff](#)

[Contact Us](#)

[Advertise With Us](#)

[Send Us A Tip](#)

### International

[China](#)

[Europe](#)

[Japan](#)

## Follow TechCrunch

## TechCrunch Apps

## Subscribe to CrunchDaily

Latest headlines delivered to you daily

© 2013 AOL Inc. All rights reserved. [Aol Tech Privacy Policy](#) [Anti Harassment Policy](#) [Terms of Service](#) Powered by [WordPress.com](#) [VIP](#) Fonts by

***EXHIBIT B***

***EXHIBIT B***

December 20, 2013

Patricia Jones Winograd  
Fred D. Heather  
Mary Ann T. Nguyen  
Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP  
10250 Constellation Boulevard, 19th Floor  
Los Angeles, California 90067

**Re: LegalZoom.com, Inc. v. Rocket Lawyer Incorporated**  
**Case No. 2:12-cv-09942-GAF-AGR**

Dear Counsel:

Although you had previously proposed a meet and confer the week after Thanksgiving relating to discovery, we have not heard from you until December 18, 2013. Although we are still reviewing some issues raised in your letter, we write to respond to the December 18 Letter and to also to discuss additional discovery matters. Please let us know if you would like to meet and confer about any of these issues.

## I. CUSTODIANS

Thank you for agreeing to include Chas Rampenthal, Patty Chikamagalur, Chyna Smith, Frank Monestere, Jeremy Vernassal, and Peter Prucnel to your custodian list. Regarding Rocket Lawyer's custodians, we will collect and review documents from Jared Colli and Lisa Honey as we originally proposed.

Regarding your April 1, 2010 cut-off date, we will agree to both parties prioritizing for review and production documents between April 1, 2010 and September 30, 2013. However, we must insist that you provide us documents relating to LegalSpring.com and Travis Giggy from before April 2010. We are willing to discuss with you the types of documents we need relating to Mr. Giggy and LegalSpring.com and any burden associated with searching for and producing these documents.

We would also like to meet and confer with you regarding the cost and burden related to your search and production of documents from before April 1, 2010. In particular, we would like to learn more about how your change in document management systems affected your ability to retrieve documents from before April 2010. Notwithstanding the above, Rocket Lawyer reserves

Patricia Jones Winograd  
 Fred D. Heather  
 Mary Ann T. Nguyen  
 December 20, 2013  
 Page 2

the right to require that you search for and produce responsive documents from before April 1, 2010.

## II. SEARCH TERMS

Enclosed as Exhibit A is a list of the search terms we are willing to search. We investigated our proposed search terms and the terms you proposed on December 18, 2013. As you can see, we have adopted most of your requested terms entirely, and others we have added, but with some qualifiers as the original proposals were overly broad and would make Rocket Lawyer's search and review unduly burdensome. Our collection is still ongoing and we reserve the right to modify the terms should we discover that any of the proposed terms are overly broad and/or not effective.

In exchange for utilizing nearly all of your proposed search terms, we insist that you add the following terms to your list:

- RLI or RL
- Legalcenterpro
- Lightwavelaw
- Estateguidance
- Polic\* AND [Google OR Bing OR Yahoo]
- BBB OR "Better Business Bureau" AND Complai\*
- affiliate@legalzoom.com
- Review AND [Confus\* OR Misle\* OR False Or Advert\* OR \*Understand\* Bad OR Rebut\*]
- Incorpora! AND fee\*
- Doug AND/OR Ansell AND/OR inenvi.com
- Zoom AND Rocket Lawyer
- Adword
- Keyword
- Survey AND [Consum\* OR Customer\*]
- Market Research
- Strategy AND [Market\* OR Adverti\*]
- Policy AND [Market\* OR Adverti\*]
- State AND Fee\*
- services@emails.legalzoom.com
- LLC AND Fee\*



Patricia Jones Winograd  
Fred D. Heather  
Mary Ann T. Nguyen  
December 20, 2013  
Page 3

However, should any of these proposed terms be overly broad, we are willing to meet and confer about qualifiers to these terms. Please let us know as soon as possible whether you will add these proposed search terms.

### III. INTERROGATORY RESPONSES

After considering the proposal in your December 2, 2013 letter regarding each party's affiliate program, we have decided that we cannot agree to this proposal. LegalZoom's affiliate program is highly relevant to Rocket Lawyer's counterclaims. Rocket Lawyer contends that it is entitled to know who your other affiliates are, their relationship to LegalZoom, how other affiliates are compensated, etc. to determine what type of relationship LegalZoom has with LegalSpring.com and Mr. Giggy in comparison to LegalZoom's other "affiliates." Enclosed with this letter, we have provided a supplemental response to LegalZoom's Interrogatory No. 24 to describe Rocket Lawyer's affiliate program and to identify its affiliates. We request that you do the same in response to Rocket Lawyer Interrogatory No. 19.

We are also in receipt of your supplemental discovery responses served again on December 10, 2013 with your responses to Interrogatories 9, 10, and 11 marked as "CONFIDENTIAL—ATTORNEYS' EYES ONLY." These designations have been utilized in connection with far too much information without any reasonable basis. Pursuant to the protective Order in this case, the "ATTORNEYS EYES ONLY" designation is reserved for the disclosure of documents and/or information related to "sensitive business data or information which the Producing Party reasonably believes to be protectable as proprietary in nature." Protective Order, ECF No. 39, ¶4. These responses contain no such information. Interrogatory No. 9 requests a list of keywords LegalZoom has employed, Interrogatory No. 10 asks for the free products and services you have offered since 2008, and Interrogatory No. 11 asks for the advertisements published by you containing "free" since 2008. Much of this information is publically available. It is undisputable that the products and services you have offered on your public website and the advertisements you have actually published cannot be CONFIDENTIAL, much less, CONFIDENTIAL—ATTORNEYS' EYES ONLY. Rocket Lawyer may be willing to entertain the idea that the keywords that LegalZoom has bid on may be CONFIDENTIAL but they are certainly not ATTORNEYS' EYES ONLY as this information can be obtained on [www.spyfu.com](http://www.spyfu.com).<sup>1</sup>

---

<sup>1</sup> Rocket Lawyer's objections are as to these specific confidentiality designations. Rocket Lawyer contends that confidentiality will likely be determined on a case by case basis, and thus states that it is willing to revisit this issue if there are *specific* documents that contain the information requested in Interrogatories 9, 10, and 11 that may fall under the definitions of CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY as defined in the

Patricia Jones Winograd  
Fred D. Heather  
Mary Ann T. Nguyen  
December 20, 2013  
Page 4

Please let us know whether you are going to withdraw or revise your designations in your Supplement Interrogatory Responses.

Finally, for Interrogatory No. 9, you have only responded with the keywords LegalZoom has bid on that contain terms relating to Rocket Lawyer. However, our Interrogatory seeks information relating to *all* of your key terms. However, Rocket Lawyer is willing to narrow this interrogatory to require LegalZoom to identify the keywords it has bid on relating to its other competitors instead of all keywords. Please supplement your Interrogatory response with the additional requested information as soon as possible.

#### **IV. REQUESTS FOR PRODUCTION OF DOCUMENTS**

Rocket Lawyer objects to LegalZoom's limitations on several of Rocket Lawyer's requests for production of documents. Please let us know as soon as possible whether you are going to supplement your responses.

##### **A. Requests For Production Set No. 1**

- **RFP No. 7** – Rocket Lawyer contends that LegalZoom's limitation to documents and communications with Google.com, Bing.com, and Yahoo.com relating to Rocket Lawyer is improper. LegalZoom has made compliance with the search engine's policies an issue in this lawsuit, and thus, Rocket Lawyer is entitled to communications between LegalZoom and these search engines about LegalZoom's compliance with search engine advertising policies.
- **RFP No. 10** – LegalZoom's limitation on the documents it is willing to search for and produce in response to RFP No. 10 is also improper. LegalZoom has stated that it will only produce documents "sufficient" to show its advertisements containing "free." If by "sufficient" LegalZoom means that it will produce a copy of each unique advertisement containing "free" that it has published, then Rocket Lawyer will accept the first half of LegalZoom's limitation, provided that Rocket Lawyer is permitted to do the same. However, Rocket Lawyer cannot accept LegalZoom's limitation to only produce its advertisements in response to this Request. LegalZoom is obligated to produce at least

---

Protective Order. But the information currently provided in LegalZoom's responses is not properly marked as CONFIDENTIAL—ATTORNEYS' EYES ONLY.

Patricia Jones Winograd  
Fred D. Heather  
Mary Ann T. Nguyen  
December 20, 2013  
Page 5

communications about its advertisements and draft advertisements in response to this Request.

- **RFP No. 11** – LegalZoom has limited the complaints it will produce to those complaints it has received from LegalSpring.com. However, LegalZoom is obligated to produce much more. Rocket Lawyer has requested all complaints – not just those received through LegalSpring.com. In addition, Rocket Lawyer requests that LegalZoom also provide Documents and Communications relating to the complaints about LegalZoom. How LegalZoom handles complaints, especially from LegalSpring.com, but also in general, is relevant to this case. This is especially so because as stated in Rocket Lawyer’s supplemental interrogatory responses served on December 3, 2013, Rocket Lawyer believes that LegalZoom suppresses complaints published on LegalSpring.com and possibly other review websites. In addition, Rocket Lawyer has asserted an unclean hands defense which relates to LegalZoom’s advertisements about its services and the prices and charges associated with such services. Customer complaints are highly relevant to this defense.
- **RFP Nos. 14, 16, 18** – LegalZoom has improperly limited its response to this Request concerning Travis Giggy to only those that also concern LegalSpring.com. Rocket Lawyer has alleged that Mr. Giggy is LegalZoom’s agent. This allegation is corroborated by information available to Rocket Lawyer and that was recently provided by Mr. Giggy in response to his subpoena. Rocket Lawyer is entitled to explore the scope of Mr. Giggy’s alleged agency – including whether the scope of such agency or relationship extends beyond LegalSpring.com. Rocket Lawyer is only able to do so through documents produced by LegalZoom, including, communications, contracts, evidence of remuneration provided to Mr. Giggy, documents reflecting how Mr. Giggy is classified on LegalZoom’s payroll etc. Given how central Mr. Giggy’s relationship to LegalZoom is to Rocket Lawyer’s counterclaims, Rocket Lawyer does not believe that LegalZoom can properly withhold non-privileged information in response to this Request.
- **RFP No. 19** – LegalZoom has refused to produce any tax filings relating to LegalSpring.com. Like Mr. Giggy, LegalSpring.com’s relationship to LegalZoom is integral to Rocket Lawyer’s counterclaims. Rocket Lawyer is entitled to information relating to how LegalSpring.com is compensated and characterized by LegalZoom, including if and how LegalSpring.com is identified by LegalZoom in government filings. Of course, if redactions are necessary, we are open to discussing such logistical issues.

Patricia Jones Winograd  
Fred D. Heather  
Mary Ann T. Nguyen  
December 20, 2013  
Page 6

**B. Requests for Production Set 2**

- **RFP No. 2** – LegalZoom states that it is only willing to produce data reflecting the actual number of LegalZoom’s LLC and incorporation customers. In its Amended Complaint, LegalZoom has made services provided by Rocket Lawyer other than LLC and incorporation services an issue in this litigation. Thus, LegalZoom’s limitation on response is improper unless it is no longer pursuing its claims regarding Rocket Lawyer’s other services. If LegalZoom continues to provide a full and complete response to this Request, Rocket Lawyer will be forced to compel LegalZoom’s response and/or seek a sanction from the Court that LegalZoom is not permitted to use any information relating to the number of customers it has in general at trial or in support of any dispositive motion.
- **RFP No. 3** – Although LegalZoom has also made keyword bidding and advertising an issue in this litigation, it refuses to provide information relating to how much it has made from keyword bidding. This information may be relevant to damages, or the lack thereof. If LegalZoom continues to refuse to produce information in response to this Request, it should not be permitted to introduce any information relating to how much it has made in keyword bidding at trial or in support of any dispositive motion.

**V. EXCHANGE OF FINANCIAL INFORMATION**

The parties have agreed to exchange summarized/generated financial data in response to Interrogatories and Requests for Production concerning financial performance or other data intensive requests. Rocket Lawyer proposes that the parties provide information within the statute of limitations– starting from November 20, 2008 – to September 30, 2013. The information provided shall be organized quarterly.

**VI. MEET AND CONFER ITEMS**

You have stated that you would like to meet and confer about the scope of the following:

- **Interrogatories Nos. 11 and 16** – These Interrogatories ask LegalZoom to describe its free trial programs and subscription programs. Please let us know what you would like to discuss.

Patricia Jones Winograd  
Fred D. Heather  
Mary Ann T. Nguyen  
December 20, 2013  
Page 7

- **RFP Nos. 2, 3 and 4 (Set 1)** – You have stated that you would like to narrow these Requests. However, communications and documents relating to Rocket Lawyer, Mr. Giggy, and LegalSpring.com are central to this action. Although we are unsure how the scope of these requests can be narrowed, please make a proposal and we will consider it.
- **RFP No. 11 (Set 1) and Nos. 12, and 13 (Set 2)** – LegalZoom has asked for the dates of Rocket Lawyer’s “free” advertisements at issue in this litigation in order to respond to these Requests. Please serve an interrogatory on Rocket Lawyer requesting this information and we will respond.

## VII. PRODUCTION SCHEDULE

In the December 18 Letter, you asked that we confirm that we will begin rolling productions by January 6, 2014. We will not commit to a schedule for rolling productions at this time. We only just received your revised search term proposal this week. The parties are still meeting and conferring on these issues, and thus, we do not believe that setting a schedule is appropriate or reasonable at this time. This is especially so when thus far, LegalZoom has not produced a single document – not even third party documents in its possession. Rocket Lawyer proposes revisiting a rolling production schedule after the parties agree on search terms.

Please let us know if you would like to discuss any issues raised in this letter.

Sincerely,



Hong-An Vu

## **EXHIBIT A**

free w/2 help w/4 local w/6 attorneys  
"\$0 Fees"  
"better business bureau" AND complaint  
"Customer complaints"  
"Free incorporation"  
"Free legal review"  
"Free LLC"  
"Free Trial" w/20 "trial period"  
"Free trial" w/20 advertis\*  
"Free trial" w/20 cancel\*  
"Free trial" w/20 complain\*  
"Free trial" w/20 confus\*  
"Free trial" w/20 enroll\*  
"Free trial" w/20 Misle\*  
"Free trial" w/20 true  
"Free trial" w/20 understand\*  
"Free" campaign  
"Negative option"  
"no fee"  
"on call" AND (terms w/2 service)  
"on call" and terms w/2 service w/2 modify  
"Pay no fees"  
"state fee\*"  
"State fees"  
advertis\* and confus\*  
advertis\* and misle\*  
Advertis\* w/20 "free trial"  
advertis\* w/20 "legal review"  
Advertis\* w/20 incorporation  
advertis\* w/20 LLC  
Advertising campaign  
Advertising plan  
Advertising policy  
Advertising strategy  
BBB AND Complaint  
Better Business Bureau and complaint  
Complaint\* w/20 "free help"  
Complaint\* w/20 "free legal review"  
Complaint\* w/20 "free trial"  
Complaint\* w/20 incorporation  
Consumer Complaint  
Consumer confusion

consumer deception  
Consumer survey  
Customer confusion  
Disclo\* w/20 condition  
Disclo\* w/20 policy  
Estateguidance  
False advertising  
Federal Trade Commission  
fee w/20 confus\*  
fee w/20 misle\*  
Free w/20 advertis\*  
Free w/20 confus\*  
Free w/20 misle\*  
free w/2 incorporate  
Free w/20 understand\*  
Free w/20 True  
FTC and complaint  
Giggy  
Legalcenterpro  
Legalspring  
LegalZoom  
Legalzoom  
Misleading advertising  
Pricing plan  
Pricing policy  
Pricing strategy  
travis  
www.estateguidance.com  
www.legalcenterpro.com  
www.legalzoomer.com  
www.lightwavelaw.com  
Zoom  
Zoom AND charge  
Zoom AND cost  
Zoom AND fee  
Zoom AND incorporat\*

***EXHIBIT C***

***EXHIBIT C***



February 5, 2014

**BY EMAIL**

Patricia Jones Winograd  
Mary Ann Nguyen  
Glaser Weil Fink Jacobs Howard Avchen & Shapiro LLP  
10250 Constellation Blvd., 19th Floor  
Los Angeles, CA 90067  
pwinograd@glaserweil.com  
mnguyen@glaserweil.com

**Re: LegalZoom.com, Inc. v. Rocket Lawyer Incorporated  
Additional and Outstanding Discovery Issues**

Dear Patti and Mary Ann:

We write to discuss outstanding and additional discovery issues. We ask that you confirm that you will address these deficiencies identified below as soon as possible. Several of these issues have been raised previously and we would like to know what your ultimate position is to each, so that we can determine whether we need to raise any of these issues with the Court. Of course, we would prefer to resolve these issues without the need for Court intervention, and are open to discussions to that end. If a meet-and-confer session is appropriate on any or all of these issues, we can be available for a teleconference this week.

The discovery deadline has been pushed off twice now and we are starting to get the sense that LegalZoom—the party that initiated this litigation—is not taking the discovery process seriously. Indeed, rather than addressing several open discovery issues and making an initial production in accordance with what the parties had discussed, LegalZoom has instead devoted time to drafting and serving 29 additional requests for production that are duplicative of prior requests, not reasonably calculated to lead to the discovery of admissible evidence and are overly burdensome and harassing.

Patricia Jones Winograd  
Mary Ann Nguyen  
February 5, 2014  
Page 2

## I. LEGALZOOM'S FIRST PRODUCTION OF DOCUMENTS

We have reviewed the first set of documents produced by LegalZoom and find the production deficient in several respects. As an initial matter, the documents you have produced contain a large number of duplicate and blank pages and the production does not conform to standards for production of documents and ESI. Specifically, the production contains no metadata other than beginning and ending Bates numbers and page counts, the latter of which appear to be incorrect. As you recall, we sent you a letter on November 15, 2013, with a list of the metadata fields we require and a proposal for the format of productions. You did not object, and as such, we expect that you comply with the format and ESI requirements outlined in that letter. In addition, many of the pages are indecipherable because they contain no more than a random mix of English and foreign letters. Finally, both the images and OCR text are very poor quality, and thus are difficult to review. Please supplement your production as soon as possible to correct these deficiencies and take appropriate steps to ensure that future productions are not similarly plagued with these issues.

Furthermore, you have not produced a single document concerning LegalSpring.com. As you acknowledged in the January 8, 2014, meet-and-confer session, Rocket Lawyer's counterclaims—and the search terms we proposed—related primarily to the relationship between LegalZoom, Mr. Giggy, and LegalSpring.com. However, the production was devoid of any documents relevant to that relationship. Based on the production received to date from Mr. Giggy, we expect that LegalZoom should be in a position to search for, review, and produce the relevant documents. For instance, Mr. Giggy's production included email exchanges with Scott MacDonnell (Vice President of Marketing) and Dorian Quispe (Vice President, Acquisitions)—both identified by LegalZoom as custodians—related to LegalZoom's relationship with LegalSpring.com and the reviews posted on or removed from that website. (*See, e.g.,* GIG02198, GIG02285, GIG02399) (copies are attached here for ease of reference). In addition, Mr. Giggy's document production included at least one affiliate referral confirmation email sent from the LegalZoom email address "affiliate@legalzoom.com." We would expect that these confirmations be produced for all of LegalSpring.com's referrals to LegalZoom.

## II. SEARCH TERMS

We have requested several times that you add certain additional search terms to your list. To date, we have not received a list of the search terms that you have agreed to adopt and we have not received any indication that you are actually utilizing any list of search terms in connection with your document collection and review process. We request that you provide us with a list of the search terms you are actually using and that you confirm that you have agreed to adopt the additional search terms we have previously requested as soon as possible. As you are aware, Rocket Lawyer agreed to add nearly all of the 24 search terms that LegalZoom proposed on December 18, 2013, and offered a well-reasoned basis for excluding the few terms that it did not adopt.

Patricia Jones Winograd  
Mary Ann Nguyen  
February 5, 2014  
Page 3

### **III. CUT-OFF DATE**

At the January 8, 2014, meet and confer, you promised to provide us with additional information relating to why LegalZoom's documents prior to April 2010 are not available. You also promised to provide us with a description/list of the types of documents that are available prior to April 2010. To date you have not provided us with this information. As discussed, documents and information relating to LegalZoom's relationship with Mr. Giggy and LegalSpring.com prior to April 2010 are relevant to Rocket Lawyer's counterclaims and LegalZoom is required to search for and produce such documents. We are willing to once again discuss with you the types of documents we need relating to LegalSpring.com and Mr. Giggy, and any burden associated with searching for and producing these documents, but first we need the information you promised us in order to even engage in a meaningful discussion about pre-April 2010 documents.

### **IV. INTERROGATORY CONCERNING AFFILIATE PROGRAMS**

You have refused to respond to Interrogatory No. 19, which asks that LegalZoom provide information regarding its affiliate program, including identifying its affiliates. At the January 8 meet and confer, we clarified for you that we are seeking 1) a description of LegalZoom's affiliate program and 2) a list of LegalZoom's affiliates. We explained to you that we believe understanding LegalZoom's affiliate program and comparing LegalSpring.com with LegalZoom's other affiliates is relevant and necessary to Rocket Lawyer's counterclaims. You stated that you would discuss this issue with your client and let us know if they change their position. Please let us know as soon as possible what your final position is so that we may respond accordingly.

### **V. DISCOVERY CONCERNING TRAVIS GIGGY AND LEGALSPRING.COM**

Requests for Production Set I, Nos. 3 and 4 ask for all documents and communications with or concerning Mr. Giggy and LegalSpring.com. Requests for Production, Set I, Nos. 14, 16, and 18 seek payments to or for Mr. Giggy, contracts and/or agreements with Mr. Giggy, and IRS and state tax filings that LegalZoom has submitted concerning Mr. Giggy. Request for Production No. 19 asks for IRS or state tax filings LegalZoom has submitted concerning LegalSpring.com. Mr. Giggy's and LegalSpring.com's relationship with LegalZoom is integral to Rocket Lawyer's counterclaims. We explained to you that your objections are unfounded, and that Rocket Lawyer is entitled to, for example, agreements between LegalZoom and Mr. Giggy and/or LegalSpring.com, LegalZoom's tax filings or any other such documents that show how LegalZoom characterizes its relationship with Mr. Giggy and/or LegalSpring.com, communications between LegalZoom and Mr. Giggy and/or LegalSpring.com, etc.

Patricia Jones Winograd  
Mary Ann Nguyen  
February 5, 2014  
Page 4

At the January 8 meet and confer, you agreed to follow up on issues concerning these Requests. Please confirm, by early next week, what LegalZoom intends to provide in response to these Requests.

**VI. DISCOVERY CONCERNING KEYWORDS**

Interrogatory No. 9 requests a list of keywords LegalZoom has employed and Request For Production, Set II, No. 3 asks for documents relating to revenue you have generated from keyword bidding. You have only responded to Interrogatory No. 9 with a list of keywords containing "Rocket Lawyer" and have refused to provide any documents relating to revenue you have generated from keyword bidding. As we have previously stated, this information is highly relevant to damages, or the lack thereof. Rocket Lawyer's understanding based on the January 8, 2014, meet and confer is that LegalZoom will not be providing Rocket Lawyer with any additional keywords in response to Interrogatory No. 9 and will not be providing any documents or information in response to Request for Production No. 3. Please confirm that this is an accurate restatement of your position.

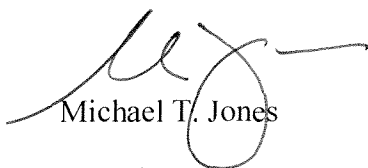
**VII. MR. GIGGY'S PRODUCTION IN RESPONSE TO SUBPOENA**

Regarding Mr. Giggy's production in response to the Subpoena, Rocket Lawyer requests that Mr. Giggy either make a supplemental production of all documents in his possession, custody or control that come within the categories identified in the Subpoena, or confirm that he has no such documents in his possession. You agreed at the January 8 meet and confer to provide Rocket Lawyer with a list identifying documents that Mr. Giggy is not willing to produce and/or does not have in his possession. To date, you have not provided us with any such list. Please provide us with this list by early next week.

\* \* \* \*

We look forward to the resolution of these issues in the form of supplemental responses and productions from LegalZoom and Mr. Giggy.

Sincerely,



Michael T. Jones

MTJ/dk

Enclosures

***EXHIBIT D***

***EXHIBIT D***

---

**From:** Vu, Hong-An  
**Sent:** Wednesday, November 27, 2013 5:18 PM  
**To:** Patricia Jones Winograd (pwinograd@glaserweil.com)  
**Cc:** Jones, Michael T  
**Subject:** RLI/LZ - Meet and Confer Follow-up

Patti:

As discussed yesterday, we will agree to your request to extend the date to supplement discovery responses to Tuesday, December 2, but we cannot agree to any additional extensions. We would like to move discovery along so that the parties have sufficient time to complete discovery, including expert discovery, and to also engage in any additional dispositive motion practice before the motions deadline.

Also as discussed, we will produce the BBB and BCA documents to you sometime the first week of December. All of these documents will be stamped "confidential" and Bates stamped BBB or BCA.

We are still deciding when to have the hearing on our motion for leave to amend. However, since there will likely be some briefing in December, we are amenable to moving Mr. Giggy's deposition to January.

Hope you have a nice Thanksgiving.

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](mailto:hvu@goodwinprocter.com)  
[www.goodwinprocter.com](http://www.goodwinprocter.com)

***EXHIBIT E***

***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

February 14, 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 with RocketLawyer**

Dear Counsel:

We write in furtherance of our multiple meet and confers and in connection with a number of outstanding discovery issues. Please know that we are open to discuss the content of this letter and the position taken herein if you feel it would be fruitful.

### **I. INITIAL PRODUCTION**

#### **A. CONTENT**

RocketLawyer appears to take issue with the content of LegalZoom's initial production. Although we appreciate your interest in documents concerning Travis Giggy, the fact that LegalZoom's initial production did not contain documents relating to Travis Giggy should not be regarded as a disregard for discovery or a failure, in any way, to comply with discovery. As you know, the parties agreed to start with a small production of approximately 200 documents. LegalZoom acted in accordance with this agreement. We have no doubt that what we have both commenced will continue without significant problems.

With respect to your accusation that the production contained a "large number of duplicate and blank pages" and many that are "indecipherable," we must disagree. We have re-reviewed that production in light of your comments and have found only 8 such documents that appear to involve some difficulties with legibility. Insofar as we have been able to discern, those documents that appeared indecipherable contained some encoding that was not picked up by our document management system. We are re-running the production to include copies of those eight documents that are legible. Moreover, that production, as well as subsequent productions, will also include all of



Forrest A. Hainline, III, Esq.  
Michael T. Jones, Esq.  
February 14, 2014  
Page 2

the agreed-upon metadata as described in your November 15, 2013, letter. Our apologies for having inadvertently omitted this information in the first batch. We will also ensure—to the best of our ability—that our future production is not plagued with any similar problems.

Finally, concerning our search, you have asked that we confirm the list of search terms that we are utilizing, or have utilized, in connection with our review process. The following represents the list of those custodians and search terms, including those which we have agreed to adopt, that forms the basis of our past and continuing production:

Custodians:

- i. Brian Liu,
- ii. Dorian Quispe,
- iii. Edward Hartman,
- iv. Scott MacDonell,
- v. Matthew Withers,
- vi. Travis Giggy,
- vii. Sheila Tan,
- viii. John Suh,
- ix. Chas Rampenthal
- x. Patty Chikamagalur
- xi. Chyna Smith
- xii. Frank Monestere
- xiii. Jeremy Vernassal
- xiv. Peter Prucnel

Search Terms:

Rocket Lawyer  
Travis AND/OR Giggy  
LegalSpring  
Free AND advertis\*  
(Federal Trade Commission AND/OR FTC) AND LegalZoom AND advertis\*  
(Federal Trade Commission AND/OR FTC) AND LegalZoom AND market\*  
Free AND trial  
Domain AND Registr\*  
Free AND pric\*  
“Don’t Trust Free”  
“Negative Option Plan”

Forrest A. Hainline, III, Esq.  
Michael T. Jones, Esq.  
February 14, 2014  
Page 3

Press release AND Rocket Lawyer  
Free and LawDepot  
Keyword and LawDepot  
RLI or RL  
Review AND [Confus\* OR Misle\* OR False OR Advert\* OR \*Understand\* Bad OR  
Rebut\*]  
Policy and Yahoo, Bing, or Google  
BBB or "Better Business Bureau" AND Complaint  
Complaint\* AND advertis\*  
Complaint\* AND market\*  
Complaint\* AND LegalSpring

We know that this list does not reflect a wholesale adoption of all of RocketLawyer's proposed search terms. We have adopted all of the search terms, which we, in good faith, believe will adequately yield responsive documents in accordance with the document requests propounded by RocketLawyer, to date. We are amenable to meeting and conferring further about the other search terms requested in your December 18, 2013, correspondence and the reasons why you believe they are necessary and/or fall within the ambit of the discovery requests.

Moreover, because LegalZoom's collection is ongoing, 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.

## **B. TIMEFRAME**

With regard to the date range of the requested documents, as we have previously explained, on account of LegalZoom's in house technology systems, and changes thereto, ESI generated prior to 2010 is largely inaccessible. The availability of ESI prior to 2010 depends upon the extent to which individuals, consistent with and within the parameters of LegalZoom's record management program, manually saved data. For purposes of the searches identified above, LegalZoom will agree to perform individual searches of each of the agreed-upon custodians to see if any responsive documents exist, provided that RocketLawyer agree to produce its documents dating back to 2008 irrespective of whether LegalZoom's search yields responsive documents. Indeed, the lack of availability of information sought is not itself a reason for RocketLawyer to refuse to provide relevant information in accordance with the Federal Rules of Civil Procedure. To the extent that it becomes necessary, LegalZoom will seek the court's intervention in seeking all RocketLawyer responsive

Forrest A. Hainline, III, Esq.  
Michael T. Jones, Esq.  
February 14, 2014  
Page 4

documents dating back to at least 2008. Please confirm that RocketLawyer will conduct a search dating back to 2008 using all of the agreed-upon search terms.

## II. TRAVIS GIGGY AND LEGALSPRING

RocketLawyer has requested a variety of information concerning LegalSpring and Travis Giggy. Among other things, RocketLawyer has asked for communications and/or documents concerning Mr. Giggy and Legalspring, contracts reflecting the relationship between Mr. Giggy and Legalspring with LegalZoom and information concerning payments made to Mr. Giggy whether in connection with Legalspring. To the extent that RocketLawyer is making an issue of Travis Giggy's relationship with LegalZoom, as a principal of the entity Legalspring, LegalZoom is willing to provide correspondence relating to LegalSpring and/or Mr. Giggy.

However, as RocketLawyer is well aware, Travis Giggy has not been an employee of LegalZoom for many years, and, in any event, the fact of Mr. Giggy's employment with LegalZoom is NOT an issue in this litigation. Moreover, given RocketLawyer's failure to articulate any reasonable basis for seeking information relating to Mr. Giggy's employment, LegalZoom will not produce any additional correspondence unless RocketLawyer can be more precise than simply demanding the catch-all "all documents and communications with or concerning Mr. Giggy and LegalSpring.com" for all time (which arguably seeks every document within the organization dating back to the beginning of Mr. Giggy's employment). That said, as stated above, please understand that files belonging to (received and/or generated by) Travis Giggy prior to 2010 are not believed to exist any longer.

LegalZoom will also provide any agreements that exist between Legalspring and LegalZoom or Mr. Giggy and LegalZoom having to do with their affiliate relationship. Finally, LegalZoom is willing to, and will, provide information concerning payments Travis Giggy received through, and in connection with, his affiliation with Legalspring and no more.

However, LegalZoom will not provide any IRS and state tax filings that it has submitted concerning LegalSpring or Mr. Giggy. As RocketLawyer should already know, California courts have created a specific privilege applicable to the disclosure of tax filings, a privilege that is applied by federal courts when adjudicating issues of California law. RocketLawyer has not articulated any compelling interest here. Moreover, lesser intrusive means are available. As RocketLawyer itself admits, the ONLY reason Rocket Lawyer has been able to proffer in defense of its request for such information is to ascertain how LegalZoom characterizes its relationship with Travis Giggy and Legalspring. It goes without saying that RocketLawyer could simply ask

Forrest A. Hainline, III, Esq.  
Michael T. Jones, Esq.  
February 14, 2014  
Page 5

directly for the information it seeks. Again, we are amenable to discussing additional options but believe that the broad nature of the request given the limited information sought is unwarranted.

### III. AFFILIATE PROGRAM

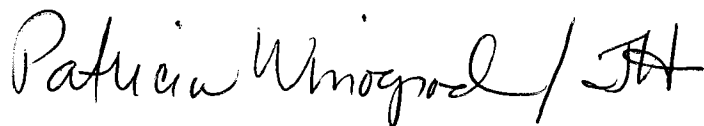
You have stated that RocketLawyer believes it needs to understand LegalZoom's affiliate program. LegalZoom will provide a supplemental response explaining its affiliate program. LegalZoom will also agree to provide a list of its top affiliates by an identifier other than the affiliate's name. However, LegalZoom will not provide the list of every one of its affiliates by name. Certainly, a comparison of the relationship between LegalZoom and LegalSpring.com and other affiliates with whom LegalZoom has a relationship can be ascertained without reference to the identity of every single one of these affiliates.

### IV. LEGALZOOM KEYWORDS

LegalZoom has already provided RocketLawyer with the keywords on which it has bid relating to RocketLawyer. As the only issue that has been raised in this action (one that is, in fact, contained in RocketLawyer's counterclaim) is the keyword bidding on the other's mark, LegalZoom will not provide any additional information concerning its keywords.

We will address issues concerning Travis Giggy under separate cover.

Respectfully,

A handwritten signature in black ink, appearing to read "Patricia Winograd / JH". The signature is written in a cursive, flowing style.

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

PJW/jh

***EXHIBIT F***

***EXHIBIT F***

---

**From:** Vu, Hong-An  
**Sent:** Friday, February 28, 2014 5:36 PM  
**To:** Mary Ann Nguyen; Hainline, Forrest A; Jones, Michael T; Cook, Brian W  
**Cc:** Fred Heather; 'Patricia Winograd'  
**Subject:** RE: ROCKET LAWYER'S RESPONSES AND OBJECTIONS TO LEGALZOOM'S SECOND SET OF INTERROGATORIES AND THIRD SET OF REQUESTS FOR PRODUCTION

Mary Ann:

We have sent you a letter addressing the issues you raised about our responses to recent discovery. We have proposed meet and confer times on Monday and Tuesday next week. Please let us know what works for you.

We are willing to discuss your items below. In addition to the pre-mediation data exchanged, we also hope you have reviewed the mediation statements to better understand what you are asking and what we may have.

On our end, we also propose discussing:

- 1) Confirmation that you are complying with the search, review, and production procedures that we have agreed to, because thus far, it appears that you have produced only scanned copies of hard copy documents instead of electronic documents and ESI
- 2) Confirming when you will correct your first production
- 3) Adding additional search terms to your list
- 4) The timing of the next productions from LegalZoom, Travis Giggy, and the third party documents in your possession
- 5) Discussing your limitations on what you will provide regarding LegalZoom's affiliate program
- 6) The limitations on what you are willing to provide relating to Mr. Giggy
- 7) Further discussion on the issues with the documents provided by Mr. Giggy as outlined in our February 5 letter

Best,  
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:** Friday, February 28, 2014 4:20 PM  
**To:** Hainline, Forrest A; Vu, Hong-An; Jones, Michael T; Cook, Brian W  
**Cc:** Fred Heather; 'Patricia Winograd'  
**Subject:** RE: ROCKET LAWYER'S RESPONSES AND OBJECTIONS TO LEGALZOOM'S SECOND SET OF INTERROGATORIES AND THIRD SET OF REQUESTS FOR PRODUCTION

Counsel:

We understand that you are amenable to meet and confer on Monday with respect to Rocket Lawyer's responses and objections to LegalZoom's Interrogatories (Set Two) and Requests for Production (Set Three).

To facilitate our meet and confer and to move along our discovery process more efficiently, please be advised that we would also like to further meet and confer with respect to the following items:

1. Whether Rocket Lawyer will provide pre-2010 documents as raised in our prior meet and confer;
2. When LegalZoom can expect a response to Interrogatory No. 4 as discussed in your prior meet and confer with Patti Winograd; and
3. Further information relating to customer conversions as briefly discussed in your prior meet and confer with Patti Winograd in light of the information previously provided in the parties' pre-mediation information exchange, which we have now revisited.

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](mailto:mnguyen@glaserweil.com) | [www.glaserweil.com](http://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:** Patti Halverson

**Sent:** Wednesday, February 26, 2014 4:31 PM

**To:** 'fhainline@goodwinprocter.com'; 'hvu@goodwinprocter.com'; 'mjones@goodwinprocter.com'; 'bcook@goodwinprocter.com'

**Cc:** Fred Heather; 'Patricia Winograd'; Mary Ann Nguyen

**Subject:** ROCKET LAWYER'S RESPONSES AND OBJECTIONS TO LEGALZOOM'S SECOND SET OF INTERROGATORIES AND THIRD SET OF REQUESTS FOR PRODUCTION

Dear Counsel:

Please see the attached.

Thank you.

**Glaser Weil**

Glaser Weil Fink Jacobs  
Howard Avchen & Shapiro LLP

**Patti Halverson** | Legal Assistant to: Barry Fink, Esq. | Tom Levyn, Esq. | Mary Ann Nguyen, Esq.

10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067  
Main: 310.553.3000 Ext. 3312 | Fax: 310.556.2920  
E-Mail: [phalverson@glaserweil.com](mailto:phalverson@glaserweil.com) | [www.glaserweil.com](http://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.



***EXHIBIT G***

***EXHIBIT G***

---

**From:** Vu, Hong-An  
**Sent:** Tuesday, March 18, 2014 5:33 PM  
**To:** Patricia Jones Winograd (pwinograd@glaserweil.com)  
**Cc:** Mnguyen@glaserweil.com; Jones, Michael T; Tauman, Sarah  
**Subject:** RLI/LZ - Advertisement Information

Patti:

At our meet and confer on March 6, you said you were going to give us guidance on whether search engine advertising relating to the services other than incorporation/entity formation is an issue in the complaint and in this action. We haven't heard from you so we just wanted to check up on this issue.

On our end, we are working with the client to get you a list of the advertisements for incorporation/entity formation. We are investigating and running searches and will get you a comprehensive list as soon as we can.

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](mailto:hvu@goodwinprocter.com)  
[www.goodwinprocter.com](http://www.goodwinprocter.com)

1 **PROOF OF SERVICE**

2 I, the undersigned, certify and declare that I am over the age of 18 years,  
3 employed in the County of Los Angeles, State of California, and not a party to the  
4 above-entitled cause. On **April 7, 2014**, I electronically filed the following  
5 document(s) using the CM/ECF system:

6  
7 **DECLARATION OF HONG-AN VU IN SUPPORT OF ROCKET LAWYER'S**  
8 **OPPOSITION TO EX PARTE APPLICATION TO CONTINUE TRIAL AND**  
9 **RELATED DATES**

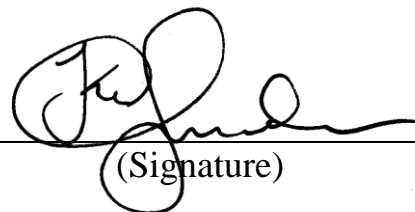
10 Participants in the case who are registered CM/ECF users will be served by the  
11 CM/ECF system. I further certify that some of the participants in the case are not  
12 registered CM/ECF users. I have mailed the foregoing document by First Class Mail,  
13 Federal Express, postage prepaid, or have dispatched it to a third party commercial  
14 carrier for delivery within 3 calendar days, to the following non-CM/ECF participants:

15 Mary Ann Thi Nguyen  
16 **GLASER WEIL FINK JACOBS**  
17 **HOWARD AVCHEN AND SHAPIRO LLP**  
18 10250 Constellation Boulevard, 19th Floor  
19 Los Angeles, CA 90067

20 I declare under penalty of perjury that I am employed in the office of a member  
21 of the bar of this Court at whose direction this service was made and that the  
22 foregoing is true and correct.

23 Executed on **April 7, 2014**, at Los Angeles, California.

24 \_\_\_\_\_  
25 Kemi Oyemade  
26 (Type or print name)

27 \_\_\_\_\_  
28   
(Signature)