

EXHIBIT C

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**Rebuttal Report of Yoram (Jerry) Wind
in Response to Report of Dr. Bruce Isaacson**

I. Objectives

1. I, Yoram (Jerry) Wind, was asked by counsel for Rocket Lawyer Incorporated (“Rocket Lawyer”), to evaluate Dr. Isaacson’s expert report and survey (“Isaacson Rep.”) that purported to measure the impressions conveyed by Rocket Lawyer ads. Specifically, I was asked to evaluate whether Dr. Isaacson’s survey was properly designed and whether his conclusions based on the survey were sound.

II. Qualifications

2. I am the Lauder Professor and Professor of Marketing¹ at the Wharton School of the University of Pennsylvania. I joined the Wharton staff in 1967, upon receipt of my doctorate from Stanford University.
 - a. **Publications** – I have been a regular contributor to the marketing field, including 22 books and over 250 papers, articles and monographs. My books and articles, which are frequently cited by other authors, encompass marketing strategy, marketing research, new product and market development, consumer behavior, organizational buying behavior, and global marketing strategy.

¹ Marketing, according to the American Marketing Association, is the process of planning and executing the conception, pricing, promotion and distribution of ideas, goods and services to create exchanges that satisfy individual and organizational goals. (P.D. Bennet ed. Dictionary of Marketing terms, Chicago AMA 1988, p.54)

- b. **Editorships** – I have served as the editor-in-chief of the *Journal of Marketing*, as a guest editor of numerous marketing journals, on the policy boards of the *Journal of Consumer Research* and *Marketing Science*, and have been on the editorial boards of the major marketing journals. I am the founder of Wharton School Publishing and served as its first Wharton editor from 2004 to 2008.
- c. **Teaching and Consulting** – I have taught MBA, Ph.D., and executive development courses on a wide range of marketing topics. I also have consulted extensively for many Fortune 500 firms. In my teaching, consulting, editorial and university positions, I have designed, conducted and evaluated thousands of marketing and consumer research studies.
- d. **Expert Witness** – I have conducted and evaluated marketing and consumer research in a litigation context, have been qualified as a marketing and survey research expert, and testified in trial in a number of federal courts.
- e. **Awards** – I have received various awards, including the four major marketing awards – The Charles Coolidge Parlin Award (1985), the AMA/Irwin Distinguished Educator Award (1993), the Paul D. Converse Award (1996), and MIT's Buck Weaver Award (2007). I also received the first Faculty Impact Award by Wharton Alumni (1993). I was elected to the Attitude Research Hall of Fame in 1984. I have also been honored with a number of research awards, included two Alpha Kappa Psi Foundation awards. In 2001, I was selected as one of the ten grand Auteurs in Marketing, and in 2003 I received the Elsevier Science Distinguished Scholar Award of the Society for Marketing Advances. In 2010, I was selected as one of the Ten Legends of Marketing, and Sage Publications published eight volumes of my writings.

- f. **Resume and Compensation** – Appendix B of the report I provided on April 15, 2014 (“Wind Report”) includes my full resume. My resume can also be viewed online at the following web address:
- <http://marketing.wharton.upenn.edu/documents/cv/Jerry.Wind.CV.9.28.11.pdf>. The legal cases in which I have testified in deposition or trial are included in Appendix B. My compensation for review and analysis of the relevant material and preparation of this expert report is at my regular consulting rate of \$1,000 an hour and is not contingent on the outcome of the case.

III. Approach

3. **Approach and criteria for evaluation.** In preparing this report, I relied on marketing, consumer behavior, marketing research and consumer research concepts, methods, and findings and the theory and practice of conducting surveys, (a) as reflected in the professional literature and as taught by me and others at Wharton and other leading universities, and (b) as practiced by me and other leading professionals in conducting and evaluating marketing research and consumer research, for academic peer reviewed publications, and for management and courts as input into their decisions. These principles are consistent with the criteria outlined in the *Manual for Complex Litigation* (4th Edition), published in 2004 by the Federal Judicial Center.
4. **Material Reviewed and Considered.** I reviewed Dr. Isaacson’s expert report and survey materials provided on April 15, 2014. I also reviewed the Declaration of Paul Hollerbach in support of Rocket Lawyer’s Opposition to LegalZoom’s Motion for Summary Judgment (“Hollerbach Declaration”), the court’s Order Denying LegalZoom’s motion for summary judgment, ECF No. 44 (“SJ Order”), my April 15, 2014 expert report and supporting materials (the “Wind Report”), and all other materials referenced herein. The supporting data for Dr.

Isaacson's survey was provided in pdf form, which is difficult to analyze and evaluate. Thus, I reserve the right to further supplement this rebuttal after receiving the data in native form and/or a format that I can analyze.

5. **Structure of Report.** Section IV states my conclusions. Section V discusses the fatal flaws of Dr. Isaacson's survey. Section VI provides a side by side comparison of Dr. Isaacson's study to my study. Section VII. summarizes my conclusion that Dr. Isaacson's study is unreliable and invalid, how nothing in his study undermines my findings, and how aspects of his survey undermine LegalZoom's allegations.

IV. Conclusions

6. **While a survey is a powerful marketing research method and has been used in litigation, a reliable and valid survey must not be designed to produce predetermined results. Dr. Isaacson's survey, carefully designed to produce a specific outcome, is fundamentally flawed and is invalid for determining consumer understanding and perceptions of Rocket Lawyer's free incorporation/entity formation advertisements and whether users understand the terms of Rocket Lawyer's legal plans.** This conclusion is based on ten interrelated flaws in Dr. Isaacson's approach:

- (a) Wrong universe. Dr. Isaacson's criteria for selecting qualified respondents improperly eliminate potential respondents who may fall within the consumer population interested in buying online legal services.
- (b) The survey does not test the advertisements in context.
- (c) The stimuli used do not match the consumer experience.
- (d) The design of the stimuli is biased and leads consumers to the result desired by LegalZoom.
- (e) Dr. Isaacson has designed a reading test, not a comprehension/perceptions test, by allowing respondents' access to the stimuli at all times.
- (f) The questions are biased and leading. Consumers are directed by their questions to create the results desired by LegalZoom.
- (g) The survey does not test the aspects of Rocket Lawyer's advertisement and website complained of by LegalZoom.
- (h) The survey was pre-tested "to make sure that the data were being coded properly" demonstrating that the study may have been designed to engineer specific results

- (i) The survey does not test consumers' preference for LegalZoom.
- (j) Biased analysis. Dr. Isaacson ignores how the interrelated flaws have affected the responses provided by respondents; ignores responses that do not fit within his desired results by relegating them to a single code entitled "other themes," and combines groups of responses to make his results more favorable to LegalZoom.

7. These ten interrelated flaws are discussed in section IV. The Fatal Flaws of Dr. Isaacson's Survey.

VI. The Fatal Flaws of Dr. Isaacson's Survey

8. **Wrong universe:**² Dr. Isaacson's screener questions improperly eliminates respondents who may fall within the consume population interested in online legal services. See Isaacson Rep. at 15-16; Ex. 5.

a. In both the consumer and business screeners, Dr. Isaacson terminates potential respondents who are over the age of 69, which is unacceptable considering the increasing internet usage of older adults³ and also the availability of estate planning documents that may be of particular interest to the older population.

b. The services that Dr. Isaacson lists in Question E of the consumer screener are too broad – customers who are interested in business formation have different needs and considerations from those who seek to complete a legal form for personal use. Dr. Isaacson should have limited his experiment of the search engine advertisements ("ad experiment") only to those who have purchased or are interested in purchasing legal services related to incorporation or entity formation.

c. For Questions G and H, Dr. Isaacson's criteria of intention to buy legal services in the next two years are too broad. Two years is too long of a period and makes the results

² As an initial matter, Dr. Isaacson did not employ a CAPTCHA, a standard procedure to distinguish between human and machine respondents, and eliminate such machine respondents from the universe.

³ Indeed, internet usage among those between 70 and 74 is at 68% and individuals 65 and older accounted for 5.8% of the sample in my survey. See Smith, Aaron, Older Adults and Technology Use, PEW Research Internet Project (April 3, 2014) available at <http://www.pewinternet.org/2014/04/03/older-adults-and-technology-use/>; see also Wind Rep. at Appendix L, p. 131.

less reliable and valid. Under best practices for this type of service, the period of time should have been no more than 6 months.

d. The period of time in Question L, “have you participated in any survey about legal services or legal providers during the past month” is too short. This screener does not eliminate individuals who may be serial respondents and/or those already familiar with issues relating to online legal services companies. Under best practices, the typical period used in most research is three months.

9. The survey does not test the advertisements in context: Consistent with existing Ninth Circuit and California law, the Court’s held in its summary judgment order that Rocket Lawyer’s advertisements must be reviewed in context. See SJ Order at 7. Not following this procedure is to ignore the operation of the marketplace for online legal service providers, the behavior of consumers more generally, and, most importantly, the Court’s own analysis of the issues in this case. See SJ Order at 7 (to assess falsity, “the advertisement ‘must always be analyzed in its full context.’”) (quoting *Southland Sod Farms v. Stover Seed Co.*, 108 F.3d 1134, 1139 (9th Cir. 1997)). Here, that the advertisement must be viewed with reference to the numerous disclosures and additional information provided on Rocket Lawyer’s website which is accessible by the link provided in each search engine advertisement. See SJ Order at 7-8.

a. Dr. Isaacson’s ad experiment tested Rocket Lawyer’s free incorporation/entity formation advertisement without providing respondents with the information available on RocketLawyer.com. Isaacson Rep. at Ex. 4. His stimuli do nothing to replicate the consumer journey and purchasing decision. Testing perception and understanding in this vacuum is contrary to the Court’s order and established law.

b. Dr. Isaacson’s survey of Rocket Lawyer’s intra-website “advertisement” of its plans, including its free trial plan (the “website experiment”), does not provide the user with

1) the screenshot the user would typically encounter with information along the consumer journey as described in the Hollerbach Declaration at ¶¶ 12-15 & Ex. C; and 2) for some respondents, the information and limitations disclosed in Rocket Lawyer's On Call Terms and Conditions starting in November 2012.

10. The stimuli used do not reflect the consumer experience:

- a. In the search engine tests, the stimuli blur out the advertisements of other competitors and place circles around Rocket Lawyer's advertisements. Isaacson Rep., Ex. 4. Users are also told that only the clearly visible advertisement is the subject of the survey. Such formatting and instruction is unlike the consumer experience of searching for a service and encountering the advertisements of the numerous competitors in the online legal services market. See Declaration of Hong-An Vu, ECF No. 38 at ¶¶ 4-5, Exs. 14 & 15. This methodology also ignores the skeptical consumer, who may be disincentivized to click on an advertisement because it offered "free" services.⁴ Dr. Isaacson's stimuli is an artificial setting void of any competitive offering (i.e. no reference to other competitors and what is offered by them) and thus, no meaningful conclusions can be drawn because no consumers make decisions based on such artificial stimuli. By directing respondents to focus on Rocket Lawyer, Dr. Isaacson failed to test LegalZoom's allegation that consumers are drawn to Rocket Lawyer more when it advertises using "free" without disclosing state fees. See, e.g., Amended Complaint at ¶¶ 17, 21-22.
- b. In addition, in the search engine advertisement test, Dr. Isaacson, as stated above, did not include in the stimuli any information provided on RocketLawyer.com about

⁴ See Wind Opening Report at 66 (examples of responses from skeptical consumers); see also, e.g., 2014 Edelman Trust Barometer, <http://www.edelman.com/insights/intellectual-property/2014-edelman-trust-barometer/>; "Online Ads Lack Consumer Trust," <http://www.soldps.com/online-ads-lack-consumer-trust/> (showing only 42% of respondents either completely or somewhat trust online banner ads according to Nielsen data).

its incorporation/entity formation service. Testing consumer understanding and perceptions at the search engine advertisement stage, where no purchasing decision can be made, is a flaw that undermines Dr. Isaacson's conclusion about what is important to consumers in making a purchasing decision.

- c. In testing Rocket Lawyer's disclosures about its plans, Dr. Isaacson ignored the fact that the webpage used for his stimuli is not part of the typical user journey. See Isaacson Rep. at Ex. 4. As stated in the Hollerbach Declaration, the typical user encounters Rocket Lawyer's description of its plans at the end of a document interview on the page attached as Exhibit C of the Hollerbach declaration. By choosing to ignore the facts available to him, Dr. Isaacson's survey is of no value. Overall, showing respondents merely an advertisement and one or two pages of a website and blurring the competitive environment is not a realistic way of looking at a website and undermines the reliability and validity of Dr. Isaacson's survey and conclusions.

11. The design of the stimuli is biased and leads consumers to the result desired by

LegalZoom:

- a. In the ad experiment, Dr. Isaacson designed his stimuli so that there would be a significant difference between the responses of the tests and control groups to support his conclusions. As stated in the Amended Complaint, LegalZoom's allegations concern Rocket Lawyer's use of the word "free" – whether consumers understand that Rocket Lawyer's service is free, but that they must pay state fees when such state fees are not expressly disclosed in the advertisements. See e.g., Amended Compl. at ___. In designing the control stimuli, Dr. Isaacson removed "free" from the control ad by, for example changing "Zoom costs \$99 We're Free" in

the test materials to “Zoom costs \$99 But Rocket Lawyer Has No Service Fees” and “Incorporate for Free” in the test stimuli to “Incorporate with No Service Fees” in the control. Isaacson Rep. Ex. 4. Removing “free” from the control ad all but ensured that the control respondents would not identify the services in the control as “free.” In addition, conceptually, “no service fee(s)” is not the same as “free but with state fees.”

- b. In the website experiment, the control stimuli is biased towards reducing the likelihood that respondents would chose an “annual plan” in responding to questions about access to local attorneys. First, for those respondents who were shown both the pricing page and the terms of service, the disclosure at the top of the pricing page states “You can receive free help from local attorneys only if you purchase at least 3 moths of a Basic Legal Plan or a Pro Legal Plan” whereas the disclosure in the terms of service adds that free help from local attorneys is also available to any individual who “purchases a Rocket Lawyer annual legal plan.” See Isaacson Rep. Ex. 4. This inconsistency in the disclosure may have led to confusion and reduced the likelihood that respondents would have chosen “annual plan” in response to questions about access to attorneys. For those respondents who only viewed the pricing page, the control stimuli did not include in the disclosure any reference to the annual plan and thus, respondents are less likely to know that access to attorneys is available immediately.

12. Dr. Isaacson has designed a reading test, not a comprehension/perceptions test, by allowing respondents access to the stimuli at all times: Dr. Isaacson’s bias is further confirmed by the fact that as respondents answer questions, the stimuli is available to respondents on the same screen in a smaller size that may be enlarged. Isaacson Rep. at ¶

19. This converts the comprehension/perceptions test to a reading test and increases the likelihood that consumers will merely mimic the language of the advertisement in the open ended questions. For example, where “free” is in the advertisement, the respondent is more likely to provide an answer referencing “free” and where “free” is absent from the ad, the user is more likely to say “no service fees” instead of “free.” The following data and examples illustrate the reading test nature of the survey and the likelihood that respondents are relying on the stimuli for their responses in the similarities in the responses:

Stimuli	Sample Responses	Similar Responses ⁵
Incorporate for Free RocketLawyer.com 866-231-5787 – Pay No Fees (\$0) Simple California Incorporation! 408 people +1’s or follow Rocket Lawyer (Google Ad - Test)	61 ⁶ : “Incorporate for free in CA, with Rocket Lawyer; tell how many people are following Rocket Lawyer.” “It’s simple, and gives phone numbers to call.” 674: “Incorporate for free” “Simple California incorporation” 678: “Incorporate for free” “Simple California incorporation” 1094: “Incorporate for free, state of California.” “Says that 408 people -- I mean "implies" that 408 people have used this service.”	33 ⁷

⁵ Because I received the data in pdf and converted to Excel through a manual process, some of these numbers may be approximate and I reserve the right to supplement these numbers should I receive the data in native or Excel format.

⁶ Numbers in this paragraph correspond to the ID number assigned to survey respondents. See Isaacson Rep., Ex. 6

⁷ Please see Ex. A for all similar responses. Please note that all of these answers were provided in response to the open ended questions and were exclusively from those who viewed on the Google Ad – Test (Qcells 2 and 10). See Isaacson Rep. at 15.

Stimuli	Sample Responses	Similar Responses ⁵
<p>Zoom Costs \$99 We're Free Form LLC, Incorporate Your Business at Rocket Lawyer Free. Start Today</p> <p>(Yahoo ad – Test)⁸</p>	<p>299: “That Zoom is \$99 and they're free for LLC”</p> <p>890: “That you can incorporate your business and form and LLC for free.” “Zoom costs \$99 but they are free.”</p> <p>910: “Free business incorporation at Rocket Lawyer” “Zoom costs \$99 for business incorporation”</p> <p>1316: “Incorporate your business for free.” “Zoom costs 99 dollars.”</p>	<p>20⁹</p>

⁸ Compare Ex. C and Ex. D. Exhibit C contains all of the responses to the ad experiment test stimuli coded “2” in response to Questions 1 and 2. “Free” and other similarities in the language are shared between most responses due to the fact that the ad contained the word “free.” In contrast, the few control responses coded “2” only contain “free” 7/18 times and focuses more on “no fees” similar to the language in the ad experiment control stimuli (“no service fees”).

⁹ Please see Ex. B for all similar responses. Please note that all of these answers except for one were exclusively from those who viewed on the Yahoo Ad – Test (Qcells 1 and 9). See Isaacson Rep. at 15.

Stimuli	Sample Responses	Similar Responses ⁵
<p>Incorporate for Free RocketLawyer.com 866-231-5787 – Pay No Service Fees (Pay Only State Fees) Simple California Incorporation! 408 people +1’s or follow Rocket Lawyer</p> <p>(Google Ad – Control)</p> <p>Zoom Costs \$99 But Rocket Lawyer Has No Service Fees Form LLC, Incorporate Your Business at Rocket Lawyer. No Service Fees. Only State Fees. Start Today</p> <p>(Yahoo ad – Control)¹⁰</p>	<p>154: “No service fee. You pay for the actual need or what you need to be done but they will not have any additional charges.”¹¹ ” Simple California incorporation.”</p> <p>427: “Zoom costs \$99” “No service fee”</p> <p>526: “No service fees.” “Zoom costs \$99”</p> <p>636: “Incorporate with no service fee \ Legal service provider name & phone number.” “Web address of provider \ provider operates in CA.”</p> <p>1018: “Rocket Lawyer has no service fees, while Zoom costs \$99.” “Rocket Lawyer offers several services.”</p> <p>1235: “No service fees” “408 people like them”</p>	<p>82¹²</p>

In addition, the answers provided by some respondents implies that they looked back at the stimuli or were looking at the stimuli in answering the questions:

- a. 547 expressly stated that he or she looked at the ad a second time to revise his or her response to question 1: “The main message is that you can get your company incorporated, and that Zoom lawyers can help. The ad also suggests that the service will only be \$99. **Looking at the ad fuller, it looks like Zoom is the competition**

¹⁰ For the responses coded “4” (“no service fees”) the Google and Yahoo stimuli are grouped since the additional language “no service fees” is the same between the two stimuli and is similarly reflected in the responses.

¹¹ Note that this respondent does not demonstrate any awareness of the state fee requirement. This shows, consistent with my findings, that adding “plus state fees” to the search engine ad does not have any bearing on consumer understanding of the need to pay state fees. See Wind Rep. at 31, Table 6; see also Ex. F, Number 687.

¹² See Ex. E for all responses coded 4. 68/82 responses expressly contain “no service fee(s)” as stated in the advertisement. See Ex. F.

who costs \$99, and Rocket lawyer is the service being advertised as a free service for incorporating a business. It also gives links to other similar options.”

- b. 528’s responses as phrased appear to be reference the advertisement as he or she is answering Questions 1 and 2: “**The ad is indicating** they offer the ability to incorporate your business at no cost. **They compare themselves** to another company that charges \$99. They are available to help you starting right now.”

Other responses demonstrate a level of detail not normally found in responses based on memory. With the stimuli available at all times, respondents merely parrot the ad in response to questions about the meaning of the advertisement:

Stimuli	Response
Incorporate for Free RocketLawyer.com 866-231-5787 – Pay No Fees (\$0) Simple California Incorporation! 408 people +1’s or follow Rocket Lawyer (Google Ad - Test)	786: That RocketLawyer.com will help you incorporate a business, etc., for free. It's a simple CA incorporation, offers a phone number to call and shows that 408 people +1'd "or" follow Rocket Lawyer. It is located in Glendale, CA. How many people gave it a "plus" or a 1. The location, being in Glendale, CA.
Incorporate for Free RocketLawyer.com 866-231-5787 – Pay No Service Fees (Pay Only State Fees) Simple California Incorporation! 408 people +1’s or follow Rocket Lawyer (Google Ad – Control)	112: That you can incorporate with no fees at all except for state fees. It would be a simple California incorporation. I don't understand what the "408 people + 1'd" means.
Plans and pricing page showing three types of memberships and Rocket Lawyer Terms of Service describing benefits and restrictions on attorney access. Additional disclosures regarding access to local attorneys on the monthly plan. (Webpages - control)	1320: The web pages describe legal services as provided by Rocket Lawyer to a qualified customer. That person must either purchase a 3 month contract with the law firm, or a yearly (annual) agreement with the same in order to get free legal advice, documents approved or explained, or any number of scenarios between the client and the lawyers. The most specific fee arrangements will be less than \$125 an hour, or 40% off prevailing legal service fees in the area and expertise. The law firms may establish guidelines for legal services which vary with the

Stimuli	Response
	<p>legal plan purchased, along with the number of specific visits a client will be allowed with an attorney group. That is the gist of important things on these web pages.</p> <p>The web site pages spell out the legal definitions between the lawyers and "eligible members" and "family members" or eligible members, as to what legal services will be arranged, negotiated beforehand in some cases for discounts on legal fees, and further the plans may be through a nationwide network of attorneys associated with Rocket Lawyer and their attorneys. The specific limits for services include the law firm/attorney will 'look at and offer legal advice' on documents of a set number, and other legal services such as a member will receive counseling on or about the terms and condition of a basic will and testament, with updates performed annually for no fees at all.</p>
<p>Plans and pricing page showing three types of memberships and Rocket Lawyer Terms of Service describing benefits and restrictions on attorney access.</p> <p>(Webpages - test)</p>	<p>555: This law firm has three tiers for their membership, and the table explains what services the clients will get from signing up for each tier. The free membership gets the least amount of services while the pro membership gets the most. \ \ The bottom of the page suggests that this law firm was recommended by different types of media, which shows that it is a credible firm. And the very bottom of the page also indicates that the firm is approved and its website is secure. The firm posts updates on a variety of social media and the current/potential clients can connect with the firm through them.</p>

All of these factors confirm that Dr. Isaacson's survey does not gauge consumers' understanding and/or perceptions of the test vs. the control advertisement, but is merely a reading test.

13. The questions are biased and leading. Consumers are directed by their questions to create the results desired by LegalZoom: All structured questions are leading.

- a. Question 3: *Although you may have already mentioned this, does or doesn't the ad communicate or imply that you can incorporate a business through this service without paying any fees to any organization or entity?*

This question is confusing. A consumer is not likely to equate the phrase "organization or entity" to mean the state or government for the purpose of assessing whether the respondent understands that he or she must pay state fees – the primary issue in this case. "Organization or entity" could be interpreted to mean Rocket Lawyer, and based on the stimuli, the phrasing of this question increases the likelihood that respondents will say that they do not need to pay fees because Rocket Lawyer is an "organization or entity" that does not charge for its services. Dr. Isaacson's survey would have likely produced different results had he plainly asked first whether users understood whether Rocket Lawyer charges for its services and second whether respondents believed they must pay fees to the state or government.

- b. Question 4: *If you were selecting a service provider to incorporate a business, would the amount of fees you pay affect your decision regarding which service provider to select?*

Question 4 is leading in that the socially accepted answer is "yes" as reflected in the overwhelming "yes" responses (ad experiment test group= 82.2% and ad experiment

control group = 88.9%). See Isaacson Rep., Ex. 9 at p. 4. However, this question fails to distinguish between state and service fees. Respondents are asked whether the amount of fees charged influences their selection of a service provider. They are not asked whether the amount of service fees charged by the online legal services provider would influence their decision in selecting a provider. They are not asked whether a disclosure of state-mandated fees (assessed regardless of service provider) would influence their decision. In addition, because respondents were only shown the advertisements for Rocket Lawyer's services, the answers to this question do not gauge purchasing decision, but rather, merely assesses whether consumers would select Rocket Lawyer **at the advertisement phase** to explore. Without allowing respondents to view the competitive environment, no meaningful conclusion can be drawn from the responses to Question 4. Furthermore, Dr. Isaacson has at most confirmed that consumers shopping for legal services consider the price of those services, but he has not tested the elasticity of price in this market, nor whether such price sensitive consumers are somehow misled by Rocket Lawyer's prices.

- c. Question 5: *Although you may have already mentioned this [does or doesn't the website page]/[do or don't the website pages] communicate or imply that you can try a membership without paying any fees to any organization or entity?*

As formulated, Question 5 implies that a consumer cannot explore membership benefits without paying any fees, when in fact Rocket Lawyer's free trial is indeed free for the free trial period. There are no state fees or other fees associated with the free trial. Consumers are only charged if they choose not to cancel before the free trial period ends. In addition, Dr. Isaacson's use of "without paying any fees to

any organization or entity” like in Question 3, demonstrates how the phrase “organization or entity” can be confusing. The only organization or entity in this question is Rocket Lawyer as there is no state fee associated with enrollment in a Rocket Lawyer plan, whereas these same words in Question 3 can mean Rocket Lawyer or the state/government.

- d. Question 6: *Based solely on your review of the website page/website pages, who can obtain free help from a local attorney?*

Question 7: *Does a member have to pay for a Basic Legal Plan or a Pro Legal Plan before they can get help from a local attorney?*

Questions 6 and 7 test incorrect information. Based on the Hollerbach Declaration, Dr. Isaacson should have known that Rocket Lawyer does provide free help from local attorneys for even free trial members. Thus, any conclusions he has regarding whether free help is important to respondents supports why consumers would prefer Rocket Lawyer to LegalZoom independent of Rocket Lawyer’s advertisements. Even if Question 6 did test correct information, Question 6 is leading. Although the control discloses that access to local attorneys is only available with three months enrollment in a Basic or Pro legal plan, there is no option to choose a “basic legal plan after 90 days enrollment.” Some respondents may have been confused by the fact that the options did not match the language from the stimuli.

- e. Question 8: *Would having to pay for a membership before getting free help from a local attorney affect your decision regarding whether to use this website’s service?*

Questions 8, like Question 4, offers no assessment of the materiality of free access to local attorneys and is undermined by the fact that free access to attorneys was

only referenced in the open ended responses less than 2% of the time.¹³ The results of this question are further undermined by the fact that Dr. Isaacson did not show to respondents the other information provided on RocketLawyer.com nor did he take the respondents to the place on the website where purchasing decisions are made. In addition, because respondents have no reference to other competitors, their responses to this question may change if they knew that Rocket Lawyer's plans which provide access to local attorneys are more affordable than other competitors, even if access to local attorneys were not free.

14. The survey does not test aspects of Rocket Lawyer's advertisement and website complained of by LegalZoom: One would have expected the study to validate the allegations contained in LegalZoom's complaint. Surprisingly, they did not address the following aspects of LegalZoom's allegations:

- a. First, the survey does not address LegalZoom's allegations and demands that Rocket Lawyer should have disclosed state fees in its free incorporation/entity formation advertisements. Amended Compl. at ¶ 14. Instead, Dr. Isaacson is testing the effect of the word "free" by eliminating the word "free" from the control instead of merely adding "plus state fees" or similar language to the control advertisement to mirror the allegations in the Amended Complaint. The effect of the word "free" is not at issue in this action as currently framed by the Amended Complaint.
- b. Second, Dr. Isaacson tested whether respondents believed that "free help from local attorneys" was available to them without having to pay any fees. See Isaacson Rep. at 28, Table D. However, as disclosed in the Hollerbach Declaration, "free help from

¹³ As stated in Questions 6 and 7, Dr. Isaacson survey is fundamentally flawed because it is wrong on the facts. Free access to local attorneys is available even to free trial members. See Hollerbach Decl. at ___.

local attorneys” has always been available to Rocket Lawyer registered users in the form of free consultations. See Hollerbach Decl. at ¶¶ 22-23. Contrary to the information provided and tested in Dr. Isaacson’s report, Rocket Lawyer does not limit free help from local attorneys to annual members and monthly plan members who are enrolled for at least 90 days. Because the information tested in inaccurate, Dr. Isaacson’s conclusions are not relevant to this dispute.

c. Dr. Isaacson’s survey does not address LegalZoom’s allegations about the disclosures relating to Rocket Lawyer’s free trial.

15. Survey was pre-tested “to make sure that the data were being coded properly”

demonstrating that the study may have been designed to engineer specific results: As

stated in his report, Dr. Isaacson states that a small number of surveys were conducted and examined to ensure that the coding ultimately applied to the responses was accurately coded. Isaacson Rep. at ¶ 59(ii). Dr. Isaacson does not provide the results of the pre-test nor does he disclose what changes, if any, he made to the stimuli and questionnaires based on the pre-test results. His failure to make these disclosures is contrary to accepted reporting practices

16. The survey does not test consumers’ preference for LegalZoom: Even if Dr. Isaacson’s study were sound, which it is not, his survey does not demonstrate that respondents would have chosen LegalZoom had they not encountered an allegedly misleading Rocket Lawyer advertisement to support any allegation of diversion of consumers away from LegalZoom.¹⁴

17. Biased Analysis: The manner in which Dr. Isaacson analyzed and sorted the respondents demonstrates his bias and his efforts to engineer results favorable to LegalZoom.

a. Question 1: *What are the main messages that the [ad states or implies]/[website page states or implies]/[website pages state or imply]?*

¹⁴ This is especially so for the website experiment where the survey already on RocketLawyer.com and thus, presumably the consumer had already chosen to explore RocketLawyer.com, and not LegalZoom.

Question 2: *What other messages, if any [does the ad]/[does the website page]/[do the website pages] state or imply?*

Questions 1 and 2, combined with the biased and leading stimuli, are employed to determine a differential in consumer belief that Rocket Lawyer offers “free incorporation or a free LLC formation[.]” But the structure and language of the questions as open-ended all but guarantees a wide discrepancy between the test and controls, especially because Dr. Isaacson removed the word “free” from the control and allowed respondents to continue to have access to the stimuli in answering questions. Isaacson Rep. at 23, Table B. The 55.9% increase in open-ended responses referencing “no service fees” demonstrates the problem with the survey. As demonstrated above in paragraph 12, respondents are merely parroting back what they see in the advertisements. The survey does nothing to test whether consumers understand that Rocket Lawyer is not charging for its services.

- b. Putting aside the flawed factual assumptions about Rocket Lawyer’s services, in the website experiment, Dr. Isaacson improperly combines the data for respondents who selected “anyone” and “anyone who has signed up for a Free Membership” in response to Question 4 to (i) make this group appear larger than those who stated that help from local attorneys is available only to those on a paying plan, and (ii) to make the differential between the test and control appear larger. “Anyone” and “Anyone who has signed up for a Free Membership” were the third and fourth most popular answers. See Isaacson Rep. at 28. By combining the two less popular choices, Dr. Isaacson made it appear as though the non-paying plans were more popular than the other options. In addition, LegalZoom’s allegations primarily concern Rocket Lawyer’s free trial plans, and thus the focus of the survey should be

the differential between those who chose “anyone who signed up for a Free Membership.”¹⁵ The difference between the test and control for “anyone who signed up for a Free Membership” is only 3.0% -- which is not statistically significant. Accordingly, Dr. Isaacson had to combine this group of respondents with those who chose “Anyone” to create the results LegalZoom desired. Such biased analysis undermines the validity of Dr. Isaacson’s conclusions.

- c. Dr. Isaacson does not state that his test was a double blind experiment. If the coder and survey team were not blinded, their coding would have been biased in favor of LegalZoom. The coding employed in this survey raises doubts as to the objectivity of the coding.
- d. An example Dr. Isaacson’s flawed and biased coding is revealed in his grouping of a majority of responses – between 62.6% and 69.9% in a field entitled “other themes” and his decision to not analyze these responses further. Although I only had access to the pdf version of the data, my preliminary analysis has found that within the “other themes” responses:
 - i. There are skeptical consumers that would not be drawn to advertising focusing on free (skeptical consumers)¹⁶:
 - b. 893: “It implies that there services have no fees and you pay what the going rate is to incorporate. It says "Incorporate for Free" but I'd be highly skeptical if it were free and, if it were, I'd wonder about the

¹⁵ Here, Dr. Isaacson’s test is also factually incorrect. A free membership is available to members who have created an account with Rocket Lawyer, but no longer want to pay for such plans. The Free Membership allows the members to access the publicly available forms and letters on RocketLawyer.com and attorney consultation, but not the other services. A free trial allows users access to all of Rocket Lawyer’s services available under the selected plan, see Hollerbach Decl. at ¶ 11, including, after November 2012, access to legal review.

¹⁶ See *supra* p.7, note 4.

quality of their services and their ethics before considering any 'free' services.”

- c. 166: “no fees” and “Implies cheap, shoddy, unprofessional.”
 - d. 421: “LegalZoom is a legitimate for profit business. Rocket Lawyer is most likely a scam because it is free and it paid for this scammy internet ad on Yahoo.” And “You will get ripped off by us if you fall for this scam.”
 - e. 475: “I don't like these kind of ads, so for me it seems "cheap", not professional enough.”
 - f. 594: “Probably a scam” and “Claims it's low cost, but probably a scam.”
 - g. 603: “It's confusing because it says costs \$99 were free. When you first look at it sounds scammy.”
 - h. 785: “Free business incorporation, which is probably BS”
 - i. 893: “It implies that there services have no fees and you pay what the going rate is to incorporate. It says ‘Incorporate for Free’ but I'd be highly skeptical if it were free and, if it were, I'd wonder about the quality of their services and their ethics before considering any 'free' services.”
 - j. 899: “We want to spam you.”
 - k. 1049: “Cheap. Pushy”
 - l. 1319: “No service fee; skeptical, but I'd look further.”
- ii. Some respondents mentioned their positive impression about Rocket Lawyer’s website and professionalism evidencing reasons to give Rocket Lawyer business aside from its advertisements:

- b. 12: “The design of the page appears to be very professional. It also clearly communicates how additional information can be obtained via email, via chat or by telephone. I like the way the pricing and the options are well defined”
 - c. 62: “That the product is high-quality.”
 - d. 111: “It's a good brand to choose.”
 - e. 117: “Reliable” and “best out there.”
 - f. 128: “Provide good service.”
 - g. 172: “It seems as if it is a premium product.”
 - h. 684: “That it's affordable and professional.”
 - i. 1280: “I like the fact that they are very detailed about the way the service works.”
- iii. Many respondents highlighted the fact that Rocket Lawyer’s services are “cheap” or “low cost” demonstrating that although the add expresses or implies “free” services, consumers focus on the price/lower price aspect of the information. The frequency of these terms regarding price also demonstrates that in a direct comparison, consumers would be more likely to choose Rocket Lawyer if it were less expensive than LegalZoom¹⁷:
- b. 205: “Access to lawyers for document review at a low cost.”

¹⁷ Rocket Lawyer is generally more affordable than LegalZoom in an apples-to-apples comparison – for incorporation, LegalZoom charges \$99 plus state fees and Rocket Lawyer charges \$0 plus state fees. See SJ Order at 8 (“If anything, the comparison to Plaintiff’s price provides more context for understanding that Defendant’s advertisements do not purport to conceal the attendant state incorporation fees. Both companies’ processing and filing fees (or lack thereof) are distinct from the state fees that every person who incorporates a business must pay. It is true that a customer can save the \$99 charged by [LegalZoom] for its processing and filing fee by enrolling in the free trial offered by [Rocket Lawyer].”) (citation omitted).

- c. 480: "It looks quite useful, getting legal documents sometimes is very expensive. I think this will be a cheaper option for routine legal documents."
 - d. 572: "Rocket Lawyer is cheaper than Zoom" and "the quality of the legal help is the same."
 - e. 985: "That they have low cost legal help" and " their business is cheaper than anybody else."
 - f. 1101: "Cheaper than others."
- iv. A majority of the users recognized the three different plans and many of the responses demonstrate respondents' awareness that the plans differ in terms of cost and services included in such plan. In particular respondents were aware that as plans go from free to more expensive, the user will receive more. They are also aware that the options are available so that consumers can chose the plans that meets their needs:
- b. 68: "3 categories of legal assistance: Free is limited, basic has more options for a small monthly fee, and Pro is for someone needing legal help all the time for a little bit more per month."
 - c. 129: "3 types of legal service plans available, each with different features. Plans to fit a budget or specific need for anyone."
 - d. 286: "This is an offer for prepaid legal service available in 3 basic formats. The free version offers very little of interest to me. The basic plan would be OK for personal legal matters but the Pro plan is the most comprehensive."

- e. 399: “That you can get a membership to Rocket Lawyer, which will provide you different levels of service based on what membership you purchase. Different legal services are available either as part of membership depending on what level membership you have, or as an additional charge.”
- f. 566: “There are 3 grades of service, which you can sign up and try for free. It specifies what is included in each of the 3 grades. Then, you decide on what you need and how much it will cost for month to month versus annually.”
- g. 949: “The plans and pricing page gives you 3 different plans to choose from with different levels of service. Depending on how much you want to spend and how many services you need and how long you wish to remain a member you can get as little as or as much as you need. The terms of service page gives you a detailed explanation of what the service provides and does not provide.”

These responses demonstrate that a significant number of respondents provided responses that are unhelpful to Dr. Isaacson’s narrow analysis and actually support Rocket Lawyer’s contentions that consumers are interested in Rocket Lawyer not because of its advertisements, but because of its website, services, and cost of access to these benefits.

- 18.** All of these flaws are interdependent. The way the stimuli as designed, the questions asked, the respondents’ continued access to the stimuli during the interview, the analysis conducted, and the conclusions reported all demonstrate that the survey was conducted with a preconceived result favorable to LegalZoom. At each stage, the survey was designed to create

a differential between the test and control, such that Dr. Isaacson could conclude that the changes he made had a significant effect on consumers. Such overarching bias renders Dr. Isaacson’s report unsound, unreliable, and invalid.

VI. Comparison between Dr. Isaacson’s Survey and My Survey

19. Below is a table containing the key differences in methodologies in Dr. Isaacson’s survey and my survey:

Aspect of Survey	Isaacson Survey	Wind Survey
Universe	Dr. Isaacson’s criteria for selecting qualified respondents simultaneously excludes respondents who could fall within Rocket Lawyer’s consumer base and includes respondents who should be eliminated because (1) including those interested in legal services in the next <i>two</i> years is too broad, and (2) only eliminating respondents who have taken a legal survey within the last month is contrary to best practices.	My survey follows best practices by (1) not eliminating consumers who may be interested in purchasing online legal services (2) limiting the time period for interest in legal services to six months; and (3) eliminating respondents who have taken a survey on legal services in the last three months.
Ads tested in context?	No. The survey tests the advertisements divorced from the information provided on RocketLawyer.com.	Yes. My survey tests the draw power of Rocket Lawyer’s incorporation/entity formation advertisements and then respondents’ understanding/perceptions of the advertisements within the context of RocketLawyer.com as directed by the Court.

Aspect of Survey	Isaacson Survey	Wind Survey
Are the stimuli realistic?	No. Dr. Isaacson’s survey artificially directs respondents to focus on Rocket Lawyer by blurring out competitors in the ad experiment and only provides respondents with one or two pages from RocketLawyer.com. Respondents are not shown much of the information available to them on RocketLawyer.com and the stimuli does not match the consumer journey, does not test the pages of the website most likely encountered by consumers along the consumer journey, and does not test consumers’ decision making at the point where they would make a purchase.	Yes. My survey takes respondents through the typical user journeys for certain Rocket Lawyer services. For the incorporation experiment, users are shown the typical consumer journey for incorporation through to the purchasing decision point. For the other legal services, respondents are taken through the typical user journey for a form in the area of law they are interested in through to the purchasing decision point.
Biased stimuli?	Yes. Dr. Isaacson’s stimuli are designed to achieve significant differences in the test and control, the result desired by Rocket Lawyer. For example, by removing “free” from the control, Dr. Isaacson all but ensured that more respondents in the test group would mention “free” in their open ended responses, while those in the control likely would not.	No. Using materials available from the summary judgment briefing and RocketLawyer.com, my stimuli are designed to reflect the typical consumer journey, using search engine advertisements and multiple screenshots from RocketLawyer.com.

Aspect of Survey	Isaacson Survey	Wind Survey
Comprehension/ Perceptions Test?	No. Because Dr. Isaacson allows respondents access to the stimuli at all times, many of the verbatim responses were copied directly from the advertisements' themselves. Thus, he has designed a reading test, not a comprehension/perceptions test.	Yes. Consistent with best practices, I deprived respondents of access to the stimuli while they were answering the survey questions. Thus, my survey tests comprehension and perception because respondents must state what they understood from the stimuli and are unable to merely copy the language from the stimuli.
Leading questions?	Yes. Dr. Isaacson only has two open ended questions. All other structured questions are biased and leading and direct respondents towards LegalZoom's' expected responses. ¹⁸	No. I relied on a nearly even mix of open and non-leading closed end questions that allow respondents to provide their perceptions that can then be compared with structured questions.
Survey tests allegations in the Amended Complaint?	No. The stimuli used by Dr. Isaacson do not test the allegation in LegalZoom's complaint and fundamentally changes the advertisements and representations about Rocket Lawyer's services.	Yes. The stimuli was designed with reference to LegalZoom's complaints regarding Rocket Lawyer's free incorporation/entity formation ads that did not for a period of time disclose state fees in the search engine ad, and Rocket Lawyer's free trial disclosures.

¹⁸ Of note is the fact that Dr. Isaacson's questionnaire only has 8 questions and given that the survey essentially has two experiments, it appears that respondents only respond to half of the questions depending on if they are in the ad or website experiment. My experiment, because it follows the typical Rocket Lawyer consumer journey, has more questions and generally follows a funneling approach, starting from broader question and narrowing down to more discreet issues relevant to the services offered and the respondents' decision making.

Aspect of Survey	Isaacson Survey	Wind Survey
Revisions to survey (i.e. questionnaire and/or coding) based on pre-test?	Perhaps. Dr. Isaacson expressly stated that his survey was “pre-tested” “to make sure that the data was being recorded and properly coded” among other things. He does not disclose what, if any, changes were made to the questionnaire and/or stimuli in response to the pre-test.	No. The first day of testing was reviewed by the survey team to ensure that respondents understood the questions and when there were no issues, the survey proceeded.
Connection to LegalZoom?	No. Dr. Isaacson’s survey does not test whether it is more likely that consumers would choose LegalZoom had they not encountered an allegedly misleading advertisement from Rocket Lawyer.	Yes. My survey tested at the ad stage which competitors respondents are most likely to select among the companies that appeared on a real-life Google search. Based on the results, there is no significant difference between the test and control groups with respect to their choice of LegalZoom or Rocket Lawyer.
Biased Analysis?	Yes. Dr. Isaacson combined groups and ignored responses, combining responses that did not fit within LegalZoom’s desired results into a category called “other themes” which represented over 60% of responses. Dr. Isaacson also does not state that his survey was conducted as a double blind experiment.	No. Using the actual data gathered, I let the numbers speak to themselves. On all key issues relevant to this case, there was no significant difference between the test and control responses. My survey was also conducted by the survey team as a double blind experiment.

VI. Summary of Evaluation and Dr. Isaacson’s Conclusions

20. The ten interrelated flaws of Dr. Isaacson’s survey render his analysis and conclusions unreliable and invalid. Nothing in his survey undermines the findings of my survey where information was gathered based on realistic stimuli and through unbiased open ended and closed end questions.

21. Furthermore, aspects of Dr. Isaacson's survey supports the conclusions in my survey,
- a. Dr. Isaacson's data in Table 3 demonstrates that even when "free" is used in the advertisement for incorporation/entity formation services, less than 50% of respondents mentioned "free" in their open ended responses describing Rocket Lawyer's advertisement. Isaacson Rep. at 23. This demonstrates that "free" does not have the draw hypothesized by LegalZoom in diverting customers away from its advertisements.
 - b. Regarding Rocket Lawyer's website disclosures about its plans, the majority of respondents referenced the existence of three separate plans – demonstrating the effectiveness of Rocket Lawyer's disclosures about its three different plans. Less than 2% of all respondents – in both the test and control – mentioned "free access to local attorneys" in their open ended responses, demonstrating that without further questioning, "free access to local attorneys" is not a primary consideration for respondents.
 - c. The manner in which Dr. Isaacson designed the disclosure of "free help from local attorneys" conforms to Rocket Lawyer' practices for disclosing its "legal review" services. As stated in the Hollerbach declaration, at the end of the consumer journey, consumers are presented with information relating to Rocket Lawyer's plans. Similar to Dr. Isaacson's control, Rocket Lawyer disclosed that monthly plans receive legal review of documents after 90 days, annual plans receive legal review immediately, and does not state that legal review is available with the free trial. Hollerbach Decl. at Ex. C. His design of the website experiment control, presumably reflecting LegalZoom's preferences for Rocket Lawyer's disclosures of its free

access to attorneys, demonstrates that Rocket Lawyer's *legal review* disclosures are proper.

- d. Finally, the fact that in response to Question 8, the majority of respondents stated that free access to local attorneys would affect their decision to use Rocket Lawyer's services supports why consumers would chose Rocket Lawyer over LegalZoom or other competitors. Free access to local attorneys *is* available to free trial members in the form of consultations. See Hollerbach Decl. at ¶ 23.

May 15, 2014

Respectfully,

A handwritten signature in black ink, appearing to read "Jerry Wind", is centered on a light-colored background.

Yoram (Jerry) Wind
President, Wind Associates, Inc.

EXHIBIT A

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2
"Incorporate for Free"
Note: all responses from Qcells 2 and 10 (Test - Google Ad Unmodified)



Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
1	11	Incorporate for free	rocketlawyer.com	2			2
2	61	Incorporate for free in CA, with Rocket Lawyer; tell how many people are following Rocket Lawyer.	It's simple, and gives phone numbers to call.	2	9		10
3	88	Incorporate for free in California	California	2	9		10
4	109	That you can incorporate for free in California.	That incorporating is easy.	2	9		6
5	192	Incorporate for free	It's a lawyer with no fees	2	1		2
6	222	Rocket lawyer, incorporate for free	Simple California incorporation, 408 people	2	9		2
7	257	This add implies that a company can incorporate for free and gives the web site, and it shows/implies how many people have used there site and it also gives a phone number.	Not sure	2	9		2
8	270	You can incorporate for free	No fees for incorporation, only for California.	2			2
9	341	Incorporate for free at RocketLawyer.com	Free	2			10
10	375	incorporate for free	website in California and phone number	2	9		10
11	476	Incorporate for free in California	Phone number and number of followers	2	9		2
12	508	Incorporate for free and pay no fees	simple California incorporation	2	9		2
13	546	Incorporate for free from the Rocket lawyer	The phone number, and states it is free	2	9		2
14	579	Incorporate for free.	None	2			2
15	674	Incorporate for free	Simple California incorporation	2	9		2
16	678	Incorporate for free	Simple California Incorporation	2	9		2
17	868	Incorporate for free	California incorporation	2	9		10
18	945	Incorporate for free	Site rocketlawyer.com	2	9		2
19	946	Incorporate for free, 408 people have used for free plus 1'd follow	Based out of Calif., lawyers may be hard to contact, does not seem to be that current	2	9		10
20	973	That you can incorporate for free	That it is available in CA only	2	9		10
21	1003	Incorporate for free, pay no fees	None	2	1		10
22	1014	Incorporate for free	Initial talks are free but actual lawyer fees can be incurred	2	9		10
23	1047	Incorporate for Free	No fee	2	1		10

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2
"Incorporate for Free"
Note: all responses from Qcells 2 and 10 (Test - Google Ad Unmodified)



Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
24	1094	Incorporate for free, state of California.	Says that 408 people -- I mean "implies" that 408 people have used this service.	2	9		2
25	1113	Can Incorporate for Free	It is simple to incorporate and 408 people have used the serve	2	9		2
26	1191	Incorporate for free/rocketlawyer.com	Pay no fee	2	1		2
27	1236	Incorporate for free	No fees	2	1		2
28	1294	Incorporate for free	Simple California Incorporation	2	9		2
29	1295	They will incorporate for free.	They are lawyers.	2	9		10
30	1305	Firm will help you incorporate for free.	California business only, 408 followers.	2	9		2
31	238	Rocket Lawyer services	You can incorporate for free	2			2
32	425	lawyer to help with incorporation	incorporate for free	2			2
33	580	Pay no fees	Incorporate for free	2	1		2

EXHIBIT B

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2

"Zoom Costs \$99"

Note: all responses from either Qcells 1 or 9 (Test - Yahoo ad Unmodified) except for one response



Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
1	13	Free to incorporate business. Zoom costs \$99	None	2	0		9
2	71	It is trying to say that Rocket Lawyer does for free, what LegalZoom would charge you \$99 for. Specifically forming a LLC.	I think it suggests that their other services would be affordable as well. I mean if forming a LLC is cheaper, then maybe the rest of their services are cheaper as well.	2	0	9	1
3	299	That Zoom is \$99 and they're free for LLC	Their name, and sponsors	2	0		1
4	300	Their services are free as compared to Zoom, which costs \$99.	You can form an LLC or incorporate your business at Rocket Lawyer for free.	2	0		1
5	547	The main message is that you can get your company incorporated, and that Zoom lawyers can help. The ad also suggests that the service will only be \$99.	Looking at the ad fuller, it looks like Zoom is the competition who costs \$99, and Rocket lawyer is the service being advertised as a free service for incorporating a business. It also gives links to other similar options.	2	0	9	1
6	602	Incorporate your business at Rocket Lawyer free.	That Zoom cost \$99 but Rocket Lawyer is free.	2	9		1
7	652	They will incorporate your business for free as opposed to someone else who charges \$99.	None.	2	9		1
8	746	LLC to incorporate is \$99; they're free	Law firm is Rocket Lawyer	2	9		1
9	753	Rocketlawyer.com allows you to get the paperwork you need to form an llc. and there is no cost. LegalZoom charges \$99 for the same service.	None	2	0		1
10	753	Rocketlawyer.com allows you to get the paperwork you need to form an llc. and there is no cost. LegalZoom charges \$99 for the same service.	None	2	0		1
11	880	They will incorporate your business for free.	Zoom charges \$99.00.	2	0		1
12	890	That you can incorporate your business and form and LLC for free.	Zoom costs \$99 but they are free.	2	0		9
13	910	Free business incorporation at Rocket Lawyer	Zoom costs \$99 for business incorporation	2	0		1
14	953	The ad states that this company will incorporate your business for free while Zoom costs \$99.	Can form llc or corporation for free with Rocket Lawyer.	2	0		9
15	969	Looks like to me that Rocket Lawyer.com will do LLC's for free.	That Zoom charges \$99.00 for their services.	2	0		9
16	982	That Zoom Costs \$99	The free-incorporation opportunity.	2	0		9

**Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2
"Zoom Costs \$99"**

Note: all responses from either Qcells 1 or 9 (Test - Yahoo ad Unmodified) except for one response



Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
17	1112	Ad implies savings of \$99 charged by LegalZoom a competitor to form an LLC	There is no cost to form LLC at Rocket Lawyer	2	0		9
18	1195	Rocket lawyer is free, while Zoom charges a fee. The service is related to incorporating a business.	There is a charge for state fees.	2	3	0	5
19	1273	You can incorporate your business for free, whereas it costs \$99.00 at Zoom.	That you can also form an LLC for free.	2	0		1
20	1316	Incorporate your business for free.	Zoom costs 99 dollars.	2	0		1

EXHIBIT C

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2
Note: all responses from Qcells 1, 2, 9, 10 (Test - Google and Yahoo Ad Unmodified)



Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
1	11	Incorporate for free	rocketlawyer.com	2			2
2	13	Free to incorporate business. Zoom costs \$99	None	2	0		9
3	53	The ad implies get your business incorporated for free or cheaply.	It shows there's a nice little following using their services, approximately 408 followers.	2	9		2
4	61	Incorporate for free in CA, with Rocket Lawyer; tell how many people are following Rocket Lawyer.	It's simple, and gives phone numbers to call.	2	9		10
5	65	The ad implies free legal service to incorporate by rocketlawyer.com.	Pay no fees.	2	1		2
6	71	It is trying to say that Rocket Lawyer does for free, what LegalZoom would charge you \$99 for. Specifically forming a LLC.	I think it suggests that their other services would be affordable as well. I mean if forming a LLC is cheaper, then maybe the rest of their services are cheaper as well.	2	0	9	1
7	82	Incorporate free	California	2	9		10
8	88	Incorporate for free in California	California	2	9		10
9	192	Incorporate for free	It's a lawyer with no fees	2	1		2
10	222	Rocket lawyer, incorporate for free	Simple California incorporation, 408 people	2	9		2
11	238	Rocket Lawyer services	You can incorporate for free	2			2
12	246	Free services for incorporating business or self	Fast service	2	9		2
13	256	Incorporating business without needing to pay fee.	Number of people that follow them.	2	9		2
14	257	This add implies that a company can incorporate for free and gives the web site, and it shows/implies how many people have used there site and it also gives a phone number.	Not sure	2	9		2
15	260	Advertisement for incorporating a business for free.	Click the link for the free service.	2	9		2
16	265	It implies the ad wants you to incorporate your law firm for free.	No other messages imply.	2			2
17	270	You can incorporate for free	No fees for incorporation, only for California.	2			2
18	290	Incorporation services in California for free.	This is a free and easy way to incorporate in CA.	2	9		2
19	293	Free incorporation services.	The rest of the message is unclear.	2			2
20	299	That Zoom is \$99 and they're free for LLC	Their name, and sponsors	2	0		1
21	300	Their services are free as compared to Zoom, which costs \$99.	You can form an LLC or incorporate your business at Rocket Lawyer for free.	2	0		1

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2
Note: all responses from Qcells 1, 2, 9, 10 (Test - Google and Yahoo Ad Unmodified)

LegalZoom.com
Zoom Costs \$99 We're Free
 Form LLC. Incorporate Your Business at Rocket Lawyer Free. Start Today
rocketlawyer.com/free-incorporation
 More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)

Incorporate for Free RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Fees (\$0) Simple California Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
22	306	This attorney can help you incorporate a business for no money. That the attorney is located in California. That 400+ people follow this attorney on some type of social media.	That this attorney can be reached toll free. That the attorney has a website, and what that website is.	2	9		2
23	308	You can incorporate your business in California for free.	You pay no fees.	2	1		2
24	322	Online, no-pay fee site to incorporate a business	California only	2	9		2
25	341	Incorporate for free at RocketLawyer.com	Free	2			10
26	375	incorporate for free	website in California and phone number	2	9		10
27	409	Free incorporation	none	2			2
28	425	lawyer to help with incorporation	incorporate for free	2			2
29	426	No money down for a corporation	Don't know	2			2
30	440	You can incorporate your business with no fees through Rocket Lawyer.	The phone number and it's for Californians	2	9		2
31	443	Create an LLC for free.	Form an LLC for free with rocket lawyer	2			1
32	457	Free Incorporation	none	2			2
33	470	one company costs \$99 to incorporate a business. the advertised company is free	nothing	2	9		1
34	476	Incorporate for free in California	Phone number and number of followers	2	9		2
35	477	ink for free	no fees	2	1		2
36	508	Incorporate for free and pay no fees	simple California incorporation	2	9		2
37	528	The ad is indicating they offer the ability to incorporate your business at no cost. They compare themselves to another company that charges \$99.	They are available to help you starting right now.	2	9		1
38	530	Simple incorporation for free in the state of CA.	Rocket Lawyer charges 0 fees.	2	1		2
39	538	You can incorporate a business for free at that website.	It's simple and easy.	2	9		2
40	546	Incorporate for free from the Rocket lawyer	The phone number, and states it is free	2	9		2
41	547	The main message is that you can get your company incorporated, and that Zoom lawyers can help. The ad also suggests that the service will only be \$99.	Looking at the ad fuller, it looks like Zoom is the competition who costs \$99, and Rocket lawyer is the service being advertised as a free service for incorporating a business. It also gives links to other similar options.	2	0	9	1
42	551	Form corporation for free	In the state of California	2	9		2
43	560	Business incorporation, free in California	No fees to incorporate a business	2	1		2
44	579	Incorporate for free.	None	2			2
45	580	Pay no fees	Incorporate for free	2	1		2

Isacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2
Note: all responses from Qcells 1, 2, 9, 10 (Test - Google and Yahoo Ad Unmodified)

LegalZoom.com
Zoom Costs \$99 We're Free
 Form LLC. Incorporate Your Business at Rocket Lawyer Free. Start Today
rocketlawyer.com/free-incorporation
 More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)

Incorporate for Free RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Fees (\$0) Simple California Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
46	582	No fees...California incorporation	A group of people follow or like rocketlawyer.com	2	9		2
47	602	Incorporate your business at Rocket Lawyer free.	That Zoom cost \$99 but Rocket Lawyer is free.	2	9		1
48	606	Incorporate free	Free to do	2			2
49	629	Incorporate	No fees	2			2
50	643	Free incorporation services available in California	Rocket Lawyer.com, pay no fees	2	1		2
51	652	They will incorporate your business for free as opposed to someone else who charges \$99.	None.	2	9		1
52	674	Incorporate for free	Simple California incorporation	2	9		2
53	678	Incorporate for free	Simple California Incorporation	2	9		2
54	698	Start a corporation for free with a lawyer.	Number of people who like the link.	2	9		2
55	713	Incorporating a business is free at this firm.	Can be done online.	2	9		1
56	715	It costs nothing to incorporate with this service.	408 people like it.	2	9		2
57	746	LLC to incorporate is \$99; they're free	Law firm is Rocket Lawyer	2	9		1
58	752	No fee charged to help you incorporate.	400+ people have checked this out and like it.	2	9		2
59	753	Rocketlawyer.com allows you to get the paperwork you need to form an llc. and there is no cost. LegalZoom charges \$99 for the same service.	None	2	0		1
60	768	By using Rocketlawyer.com, you will be able to incorporate your business for free.	None	2			2
61	785	Free business incorporation, which is probably BS.	None	2	9		2
62	786	That RocketLawyer.com will help you incorporate a business, etc., for free. It's a simple CA incorporation, offers a phone number to call and shows that 408 people +1'd "or" follow Rocket Lawyer. It is located in Glendale, CA.	How many people gave it a "plus" or a 1. The location, being in Glendale, CA.	2	9		2
63	825	Free incorporation	Telephone number	2	9		2
64	867	No fees to pay for incorporation.	The number and website for the law firm.	2	9		2
65	868	Incorporate for free	California incorporation	2	9		10
66	880	They will incorporate your business for free.	Zoom charges \$99.00.	2	0		1
67	890	That you can incorporate your business and form and LLC for free.	Zoom costs \$99 but they are free.	2	0		9
68	899	Free incorporation.	We want to spam you.	2	9		10

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2
Note: all responses from Qcells 1, 2, 9, 10 (Test - Google and Yahoo Ad Unmodified)



Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
69	909	You can incorporate your business for free without a lawyer	You can start today	2	9		1
70	910	Free business incorporation at Rocket Lawyer	Zoom costs \$99 for business incorporation	2	0		1
71	925	You can incorporate a business for free	That it's for California only	2	9		10
72	938	That you can form a simple California corporation for free.	That a lot of people follow Rocket Lawyer.	2	9		2
73	943	Incorporate your business for free	Start today	2	9		9
74	945	Incorporate for free	Site rocketlawyer.com	2	9		2
75	946	Incorporate for free, 408 people have used for free plus 1'd follow	Based out of Calif., lawyers may be hard to contact, does not seem to be that current	2	9		10
76	953	The ad states that this company will incorporate your business for free while Zoom costs \$99.	Can form llc or corporation for free with Rocket Lawyer.	2	0		9
77	964	You can incorporate your business for free in California.	The process is simple and efficient.	2	9		10
78	969	Looks like to me that Rocket Lawyer.com will do LLC's for free.	That Zoom charges \$99.00 for their services.	2	0		9
79	973	That you can incorporate for free	That it is available in CA only	2	9		10
80	980	Inc. for free.	Nothing	2			2
81	981	Law incorporation of business for free.	Free	2			9
82	982	That Zoom Costs \$99	The free-incorporation opportunity.	2	0		9
83	1003	Incorporate for free, pay no fees	None	2	1		10
84	1014	Incorporate for free	Initial talks are free but actual lawyer fees can be incurred	2	9		10
85	1017	They are free to incorporate your business from their site. Others cost much more.	Zoom is their main competitor and costs money.	2	0		9
86	1022	Free incorporation	California corporation	2	9		10
87	1031	That you can incorporate a business and pay no fees.	408 people used this service.	2	9		10
88	1047	Incorporate for Free	No fee	2	1		10
89	1060	This is for legal services pertaining to business incorporation in California	The incorporation itself is free; there's a toll-free phone number, and they appear to have a social media presence as well.	2	9		10
90	1078	Implies free legal advice to incorporate a business.	Many people have used this service and are happy with it.	2	9		10
91	1089	Free to incorporate	No fees; simple	2	1	9	2
92	1094	Incorporate for free, state of California.	Says that 408 people -- I mean "implies" that 408 people have used this service.	2	9		2
93	1112	Ad implies savings of \$99 charged by LegalZoom a competitor to form an LLC	There is no cost to form LLC at Rocket Lawyer	2	0		9
94	1113	Can Incorporate for Free	It is simple to incorporate and 408 people have used the serve	2	9		2

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2
Note: all responses from Qcells 1, 2, 9, 10 (Test - Google and Yahoo Ad Unmodified)

LegalZoom.com
Zoom Costs \$99 We're Free
 Form LLC. Incorporate Your Business at Rocket Lawyer Free. Start Today
rocketlawyer.com/free-incorporation
 More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)

Incorporate for Free RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Fees (\$0) Simple California Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
95	1115	You can get a cheaper incorporation than LegalZoom.com on this website	It's free services	2	0		1
96	1116	That they are cheaper than Zoom	That you can incorporate your business for free	2	0		1
97	1127	Free incorporation in California	That many people liked them	2	9		2
98	1165	Free incorporation	None	2			2
99	1167	Your business can be incorporated for free with this lawyer service.	Incorporating in California is simple.	2	9		2
100	1191	Incorporate for free/rocketlawyer.com	Pay no fee	2	1		2
101	1202	Free and quick Incorporation in CA.	That there are a handful of people, who may or may not have used there services, +1'd [liked] or follow the company.	2	9		10
102	1217	Legal services	Incorporate, legal services free	2			2
103	1225	Incorporate your business for free and pay no fees	Follow Rocket Lawyer and gives phone number	2	1	9	2
104	1236	Incorporate for free	No fees	2	1		2
105	1254	Incorporation for free	None	2			2
106	1258	You can incorporate your business from free using this service.	They work through the state of California.	2	9		2
107	1273	You can incorporate your business for free, whereas it costs \$99.00 at Zoom.	That you can also form an LLC for free.	2	0		1
108	1294	Incorporate for free	Simple California Incorporation	2	9		2
109	1295	They will incorporate for free.	They are lawyers.	2	9		10
110	1305	Firm will help you incorporate for free.	California business only, 408 followers.	2	9		2
111	1316	Incorporate your business for free.	Zoom costs 99 dollars.	2	0		1
112	1324	Free service to help you form a corporation in California.	None	2			2

EXHIBIT D

**Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 2
Qcells 5 , 6, 13 and 14 (Ad Control Stimuli)**

Zoom Costs \$99 But Rocket Lawyer Has No Service Fees
 Form LLC. Incorporate Your Business at Rocket Lawyer. No Service Fees, Only State Fees.
 Start Today
rocketlawyer.com/free-incorporation
 More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)
 LLC & Initial Filings, Incorporation - LLP, Franchise & Business

Incorporate with No Service Fees | RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Service Fees (Pay Only State Fees) Simple California
Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
1	1195	Rocket lawyer is free, while Zoom charges a fee. The service is related to incorporating a business.	There is a charge for state fees.	2	3	0	5
2	89	No fees to incorporate	None	2			6
3	97	That RocketLawyer.com can assist you in incorporating in the state of California and that they can to it with no fees.	That Rocket Lawyer has a lot of followers.	2	9		6
4	109	That you can incorporate for free in California.	That incorporating is easy.	2	9		6
5	165	To be able to incorporate with no fees	Nothing really	2			6
6	331	Incorporate your business with help, free of charge	You only pay state fees	2	3		6
7	377	That you can incorporate a business at No Cost	None	2			6
8	464	You can incorporate your business for free in California with rocket lawyer	I think I covered it	2			6
9	465	Helps you form a corporation, service free	shows 3 of followers	2	9		6
10	647	That it is a legal service to help you incorporate a business with no fees.	That it is for California residents.	2	9		6
11	755	That the firm is offering to incorporate a business without charging a fee.	That the firm has over 400 followers.	2	9		6
12	801	Legal work for starting corporation is free.	None	2			6
13	1169	Incorporate your business for free with this lawyer	Follow this person on social media	2	9		6
14	1186	Incorporating your business with no fees	That they are in fact a law firm	2	9		6
15	872	Rocket Lawyer has no fees for incorporating your business.	Less expensive.	2	9		13
16	312	No fee incorporation	None	2			14
17	1039	Incorporation service with no fees	Legal service	2			14
18	1066	Quick and easy business incorporation without legal fees.	More complicated outside of California.	2	9		14

EXHIBIT E

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 4

Note: All Code 4 are exclusively from Qcells 5, 6, 13, and 14 (All Ad Experiment Control Stimuli)

Zoom Costs \$99 But Rocket Lawyer Has No Service Fees
 Form LLC. Incorporate Your Business at Rocket Lawyer. No Service Fees, Only State Fees.
 Start Today
rocketlawyer.com/free-incorporation

More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)

LLC & Initial Liability Protection - LLC Formation & Maintenance

Incorporate with No Service Fees | RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Service Fees (Pay Only State Fees) Simple California
Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
1	154	No service fee. You pay for the actual need or what you need to be done but they will not have any additional charges.	Simple California incorporation.	4	9		6
2	191	No service fees for legal work.	Use this to incorporate your business.	4	9		5
3	275	A person can incorporate without paying a service fee in the state of California.	You can click on the web address to see further details.	4	9		14
4	318	You can incorporate a business with no service fees.	The service is from RocketLawyer.com	4	9		14
5	333	No service fees.	Incorporate with no legal fees.	4	9		14
6	337	No service fees.	None	4			5
7	349	No service fees.	Located in California.	4	9		6
8	365	Rocket Lawyer has no service fees.	None	4			13
9	366	No service fee.	None	4			6
10	368	Rocket Lawyer is cheaper than Zoom for legal services.	Rocket Lawyer doesn't charge service fees. Zoom has hidden fees.	4	0		5
11	376	No service fee to incorporate.	What state the firm is located in.	4	9		6
12	383	Cost	No service fee	4	9		5
13	385	No service fees \ others use them \ speed	Many followers	4	9		6
14	398	Incorporate a business	No service fees	4			5
15	427	Zoom costs \$99	No service fee	4	0		5
16	444	Incorporate with no service fees	None	4			6
17	449	How you can get a quick and cheap divorce without the hassle of lawyer's fees.	About how they have no service fees, and are better than their competition.	4	9		5
18	469	No service fees	n/a	4			6
19	474	Legal service for incorporating LLC. \ Its price \ "Rocket Lawyer" has no service fees	Nothing	4	9		5
20	488	Rocket Lawyer is cheaper than Zoom because it has no service fees.	Rocket Lawyer is a better value for the same service.	4	0		5
21	526	No service fees.	Zoom costs \$99.00	4	0		5
22	536	No service fees, lawyers	It implies it is a large company by stating it's an incorporate.	4	9		6
23	537	No service fees	Cheap lawyer	4	9		6
24	548	No service fees	Cheaper costs, better service	4	9		5
25	557	No service fees	Simple CA incorporation	4	9		6
26	616	That the others charge a service fee and Rocket Lawyer doesn't. So it would be easier to start a LLC.	That the service is quick.	4	9		5
27	636	Incorporate with no service fee \ Legal service provider name & phone number.	Web address of provider \ provider operates in CA.	4	9		6
28	650	You can incorporate your business in California with no service fee.	It's a law firm. There are over 400 customers.	4	9		14

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 4

Note: All Code 4 are exclusively from Qcells 5, 6, 13, and 14 (All Ad Experiment Control Stimuli)

Zoom Costs \$99 But Rocket Lawyer Has No Service Fees
 Form LLC. Incorporate Your Business at Rocket Lawyer. No Service Fees, Only State Fees.
 Start Today
rocketlawyer.com/free-incorporation

More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)

LLC & Initial Liability Protection - LLC Formation & Statutes

Incorporate with No Service Fees | RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Service Fees (Pay Only State Fees) Simple California
Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
29	687	No service fee. You pay for the actual need or what you need to be done but they will not have any additional charges.	Law services are available through this firm.	4	9		6
30	695	That Rocket Lawyer doesn't charge service fees like Zoom.	You don't have to pay a service fee.	4	0		5
31	696	There are no service fees for using the Rocket Lawyer incorporation service.	Zoom costs \$99	4	0		5
32	700	There are no service fees to incorporate when using Rocket Lawyer.	Easy website information.	4	9		6
33	706	You can incorporate your business with no service fee.	It's in California.	4	9		6
34	709	It will help you set up a corporation.	There are no service fees.	4	9		6
35	712	Looks like it is stating a one-time fee, and that they are promising no service fees.	That you can hire a lawyer service for 99 dollars.	4	9		13
36	714	This lawyer can do a better job than LegalZoom.	Service fees are at no charge.	4	0		5
37	729	Legal services for incorporation of a business not up from fees.	Incorporate you business for no service fee.	4	9		6
38	760	That this lawyer has no service fees for incorporating businesses.	Not sure.	4			5
39	808	This legal service does not charge service fees.	Well, it is getting more difficult to read even with my reading glasses.	4			6
40	822	No service fees	Legal services available at low cost	4	9		5
41	838	No service fee	\$99	4	9		5
42	842	To Inc. your business no service fees	Fee is \$99.00	4	9		5
43	846	Legal services for your business	Cost \$99 and no service fees and more sponsors such as LegalZoom	4	0		5
44	850	Avoid paying service fees by using online legal service.	Seems to offer services limited to CA incorporation.	4	9		6
45	853	Incorporate with no service fees. If you are looking to start a business, maybe this is good news.	That it's a better deal than other websites and/or getting the services in person.	4	9		6
46	873	No service fees	Incorporate	4	9		14
47	884	Pay no service fees	Incorporate	4	9		6
48	889	You can incorporate your business with no service fees	Don't know	4	9		14
49	912	Incorporation with no service fees	None	4	9		14
50	917	That there are no service fees	None	4			6
51	923	Legal service	No service fees	4	9		14
52	939	Incorporate without service fees	California	4	9		6
53	942	I can incorporate a company without any service fees \ in California	None	4	9		6
54	959	That Rocket Lawyers has no service fee to incorporate your business.	That other services cost 99.00, that they are the better choice.	4	9		13

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 4

Note: All Code 4 are exclusively from Qcells 5, 6, 13, and 14 (All Ad Experiment Control Stimuli)

Zoom Costs \$99 But Rocket Lawyer Has No Service Fees
 Form LLC. Incorporate Your Business at Rocket Lawyer. No Service Fees, Only State Fees.
 Start Today
rocketlawyer.com/free-incorporation

More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)

LLC & Initial Liability Protection - LLC Formation & Solutions

Incorporate with No Service Fees | RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Service Fees (Pay Only State Fees) Simple California
 Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
55	962	No service fee for lawyers	Business at Rocket Lawyer is better	4	9		5
56	978	No service fees, which is very unique.	The service is different.	4	9		14
57	979	The site offers to incorporate a business and would do so without charging a service fee.	It also states that over 400 people follow the website.	4	9		14
58	1008	Rocket Lawyer has no service fees	It promotes Rocket Lawyer over LegalZoom.	4	0		13
59	1015	No service fee	Cheap lawyers	4	9		13
60	1018	Rocket Lawyer has no service fees, while Zoom costs \$99.	Rocket Lawyer offers several services.	4	0		13
61	1065	No service fees, "Rocket Lawyer" implies a speedy process.	It states that it's located in California which would be convenient for me.	4	9		14
62	1099	99 dollars but no service fees.	Zoom costs.	4	0	9	5
63	1108	You can incorporate for no service fee which implies that there is still a cost but added fees are waived.	For easy or simple incorporations only.	4	9		14
64	1120	Rocket Lawyer has no service fees for helping clients to incorporate a business.	It implies that another legal service called 'Zoom' charges \$99 for the same service that Rocket Lawyer will do for free.	4	0		13
65	1122	Rocket Lawyer has no service fees.	Zoom has hidden fees.	4	0		5
66	1126	That this service will help you incorporate with no service fees.	That the process is very simple and affordable to do online.	4	9		6
67	1144	No service fees	None	4			6
68	1146	That you can incorporate your new business without having to pay any service fees. For California only. States that it will be simple to do.	There is a message at the bottom about 408 people follow Rocket Lawyer- not sure what this means. Twitter??	4	9		6
69	1196	\$99 for competition. Rocket does not have a service fee.	Other sponsors.	4	9		5
70	1198	No service fees.	Incorporate	4	9		6
71	1205	You can use this service with no service fees.	It's a way to incorporate a business.	4	9		6
72	1214	Rocket Lawyer has no service fees compared to its competitor.	Incorporate your business with Rocket Lawyer.	4	9		5
73	1222	No service fees.	You can incorporate your business with them.	4	9		6
74	1228	\$99.00, no service fee.	I don't know.	4	9		5
75	1235	No service fees	408 people like them	4	9		6
76	1237	No service fees.	Better than Zoom.	4	0		5
77	1249	Lawyer has no service fees.	It costs \$99	4	9		5
78	1269	That one charges \$99 and the other has no service fee.	That it is sponsored by Rocket Lawyer.	4	9		5
79	1272	Rocket Lawyer does not have any service fees.	Zoom does have fees of \$99	4	0		5
80	1276	Incorporation without a service fee.	408 people are following.	4	9		6
81	1277	Has no service fees.	Zoom costs \$99	4	0		13

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 4

Note: All Code 4 are exclusively from Qcells 5, 6, 13, and 14 (All Ad Experiment Control Stimuli)

Zoom Costs \$99 But Rocket Lawyer Has No Service Fees
 Form LLC. Incorporate Your Business at Rocket Lawyer. No Service Fees, Only State Fees.
 Start Today
rocketlawyer.com/free-incorporation
 More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)
LLC is limited liability corporation - LLC Formation & Services

Incorporate with No Service Fees | RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Service Fees (Pay Only State Fees) Simple California
Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
82	1310	No service fee	Incorporated	4	9		6

EXHIBIT F

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 4

Note: All Code 4 are exclusively from Qcells 5, 6, 13, and 14 (All Ad Experiment Control Stimuli)

68 entries contain "no service fee(s)"

Zoom Costs \$99 But Rocket Lawyer Has No Service Fees
 Form LLC. Incorporate Your Business at Rocket Lawyer. No Service Fees. Only State Fees.
 Start Today
rocketlawyer.com/free-incorporation
 More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)
U.S. & Selected Territories Government - LLC Formation & Renewal

Incorporate with No Service Fees | RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Service Fees (Pay Only State Fees) Simple California
 Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
1	154	No service fee. You pay for the actual need or what you need to be done but they will not have any additional charges.	Simple California incorporation.	4	9		6
2	191	No service fees for legal work.	Use this to incorporate your business.	4	9		5
3	318	You can incorporate a business with no service fees.	The service is from RocketLawyer.com	4	9		14
4	333	No service fees.	Incorporate with no legal fees.	4	9		14
5	337	No service fees.	None	4			5
6	349	No service fees.	Located in California.	4	9		6
7	365	Rocket Lawyer has no service fees.	None	4			13
8	366	No service fee.	None	4			6
9	376	No service fee to incorporate.	What state the firm is located in.	4	9		6
10	383	Cost	No service fee	4	9		5
11	385	No service fees \ others use them \ speed	Many followers	4	9		6
12	398	Incorporate a business	No service fees	4			5
13	427	Zoom costs \$99	No service fee	4	0		5
14	444	Incorporate with no service fees	None	4			6
15	449	How you can get a quick and cheap divorce without the hassle of lawyer's fees.	About how they have no service fees, and are better than their competition.	4	9		5
16	469	No service fees	n/a	4			6
17	474	Legal service for incorporating LLC. \ Its price \ "Rocket Lawyer" has no service fees	Nothing	4	9		5
18	488	Rocket Lawyer is cheaper than Zoom because it has no service fees.	Rocket Lawyer is a better value for the same service.	4	0		5
19	526	No service fees.	Zoom costs \$99.00	4	0		5
20	536	No service fees, lawyers	It implies it is a large company by stating it's an incorporate.	4	9		6
21	537	No service fees	Cheap lawyer	4	9		6
22	548	No service fees	Cheaper costs, better service	4	9		5
23	557	No service fees	Simple CA incorporation	4	9		6
24	636	Incorporate with no service fee \ Legal service provider name & phone number.	Web address of provider \ provider operates in CA.	4	9		6
25	650	You can incorporate your business in California with no service fee.	It's a law firm. There are over 400 customers.	4	9		14
26	687	No service fee. You pay for the actual need or what you need to be done but they will not have any additional charges.	Law services are available through this firm.	4	9		6
27	696	There are no service fees for using the Rocket Lawyer incorporation service.	Zoom costs \$99	4	0		5

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 4

Note: All Code 4 are exclusively from Qcells 5, 6, 13, and 14 (All Ad Experiment Control Stimuli)

68 entries contain "no service fee(s)"

Zoom Costs \$99 But Rocket Lawyer Has No Service Fees
 Form LLC. Incorporate Your Business at Rocket Lawyer. No Service Fees. Only State Fees.
 Start Today
rocketlawyer.com/free-incorporation
 More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)
U.S. & Ireland Limited Liability Companies - U.S. Formation & Renewals

Incorporate with No Service Fees | RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Service Fees (Pay Only State Fees) Simple California
Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
28	700	There are no service fees to incorporate when using Rocket Lawyer.	Easy website information.	4	9		6
29	706	You can incorporate your business with no service fee.	It's in California.	4	9		6
30	709	It will help you set up a corporation.	There are no service fees.	4	9		6
31	712	Looks like it is stating a one-time fee, and that they are promising no service fees.	That you can hire a lawyer service for 99 dollars.	4	9		13
32	729	Legal services for incorporation of a business not up from fees.	Incorporate you business for no service fee.	4	9		6
33	760	That this lawyer has no service fees for incorporating businesses.	Not sure.	4			5
34	822	No service fees	Legal services available at low cost	4	9		5
35	838	No service fee	\$99	4	9		5
36	842	To Inc. your business no service fees	Fee is \$99.00	4	9		5
37	846	Legal services for your business	Cost \$99 and no service fees and more sponsors such as LegalZoom	4	0		5
38	853	Incorporate with no service fees. If you are looking to start a business, maybe this is good news.	That it's a better deal than other websites and/or getting the services in person.	4	9		6
39	873	No service fees	Incorporate	4	9		14
40	884	Pay no service fees	Incorporate	4	9		6
41	889	You can incorporate your business with no service fees	Don't know	4	9		14
42	912	Incorporation with no service fees	None	4	9		14
43	917	That there are no service fees	None	4			6
44	923	Legal service	No service fees	4	9		14
45	959	That Rocket Lawyers has no service fee to incorporate your business.	That other services cost 99.00, that they are the better choice.	4	9		13
46	962	No service fee for lawyers	Business at Rocket Lawyer is better	4	9		5
47	978	No service fees, which is very unique.	The service is different.	4	9		14
48	1008	Rocket Lawyer has no service fees	It promotes Rocket Lawyer over LegalZoom.	4	0		13
49	1015	No service fee	Cheap lawyers	4	9		13
50	1018	Rocket Lawyer has no service fees, while Zoom costs \$99.	Rocket Lawyer offers several services.	4	0		13
51	1065	No service fees, "Rocket Lawyer" implies a speedy process.	It states that it's located in California which would be convenient for me.	4	9		14
52	1099	99 dollars but no service fees.	Zoom costs.	4	0	9	5
53	1108	You can incorporate for no service fee which implies that there is still a cost but added fees are waived.	For easy or simple incorporations only.	4	9		14

Isaacson Rep. Exhibit 6 - All Data, Including Verbatims - Code 4

Note: All Code 4 are exclusively from Qcells 5, 6, 13, and 14 (All Ad Experiment Control Stimuli)
68 entries contain "no service fee(s)"

Zoom Costs \$99 But Rocket Lawyer Has No Service Fees
 Form LLC. Incorporate Your Business at Rocket Lawyer. No Service Fees. Only State Fees.
 Start Today
rocketlawyer.com/free-incorporation
 More Sponsors: [legal zoom llc](#), [legalzoom](#), [legal forms](#), [legal services](#)
U.S. & limited liability companies - LLC Formation & Services

Incorporate with No Service Fees | RocketLawyer.com
www.rocketlawyer.com/CA-Incorporate
 866-231-5787 - Pay No Service Fees (Pay Only State Fees) Simple California
Incorporation!
 408 people + 1'd or follow Rocket Lawyer

Entry No.	XSURV NUM	Q1OE	Q2OE	Q1OE/ Q2OE CODE 1	Q1OE/ Q2OE CODE 2	Q1OE/ Q2OE CODE 3	Qcell
54	1120	Rocket Lawyer has no service fees for helping clients to incorporate a business.	It implies that another legal service called 'Zoom' charges \$99 for the same service that Rocket Lawyer will do for free.	4	0		13
55	1122	Rocket Lawyer has no service fees.	Zoom has hidden fees.	4	0		5
56	1126	That this service will help you incorporate with no service fees.	That the process is very simple and affordable to do online.	4	9		6
57	1144	No service fees	None	4			6
58	1198	No service fees.	Incorporate	4	9		6
59	1205	You can use this service with no service fees.	It's a way to incorporate a business.	4	9		6
60	1214	Rocket Lawyer has no service fees compared to its competitor.	Incorporate your business with Rocket Lawyer.	4	9		5
61	1222	No service fees.	You can incorporate your business with them.	4	9		6
62	1228	\$99.00, no service fee.	I don't know.	4	9		5
63	1235	No service fees	408 people like them	4	9		6
64	1237	No service fees.	Better than Zoom.	4	0		5
65	1249	Lawyer has no service fees.	It costs \$99	4	9		5
66	1269	That one charges \$99 and the other has no service fee.	That it is sponsored by Rocket Lawyer.	4	9		5
67	1277	Has no service fees.	Zoom costs \$99	4	0		13
68	1310	No service fee	Incorporated	4	9		6

EXHIBIT D

EXHIBIT D

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION

LEGALZOOM.COM, INC., a Delaware
corporation

Plaintiff,

v.

ROCKET LAWYER INCORPORATED,
a Delaware corporation

Defendant.

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

**EXPERT REPORT SUBMITTED
BY DR. BRUCE ISAACSON
MEASURING THE IMPRESSIONS
CONVEYED BY MATERIALS
ADVERTISING ROCKET
LAWYER**

1 1. I have been retained by attorneys for the Plaintiff in the above litigation. This report
2 provides the results of a survey I conducted measuring the impressions conveyed by certain
3 materials used by Rocket Lawyer online, including ads from search engine result listings and
4 pages from the Rocket Lawyer website.

5 2. The statements and opinions expressed in this report are based on research I conducted in
6 this matter, information I have reviewed in this matter, my expertise, and my experience. I
7 reserve the right to supplement this report.

8
9 **OVERVIEW OF MY SURVEY AND FINDINGS**

10 3. The survey measured the impressions conveyed by ads from Rocket Lawyer and pages
11 from the Rocket Lawyer website, including the following test materials:

- 12 i. Yahoo ad: An ad for Rocket Lawyer that was displayed in the results of a
13 keyword search on Yahoo. The ad has the headline, “Zoom Costs \$99 We’re
14 Free” and offers to “Incorporate Your Business at Rocket Lawyer Free.”
- 15 ii. Google ad: An ad for Rocket Lawyer that was displayed in the results of a
16 keyword search on Google. The ad has the headline “Incorporate For Free |
17 RocketLawyer.com” and states, among other text, “Pay No Fees (\$0).”
- 18 iii. “Plans & Pricing” website page: A page from the Rocket Lawyer website.
19 Among other items, the page offers, “Free help from local attorneys” and a “Try It
20 Free” option for each membership plan.
- 21 iv. “Plans & Pricing” and “Terms of Service” website pages: Two pages from the
22 Rocket Lawyer website, including the “Plans & Pricing” page and the “Rocket
23 Lawyer On Call® Terms of Service” page. The Terms of Service page, among
24 other items, defines “Eligible Members” who have access to legal services.

25 4. Respondents to my survey viewed either the test materials allegedly displayed by Rocket
26 Lawyer online, or they viewed control materials, similar to the actual materials but altered to add
27 certain disclaimers and/or additional specificity to the copy:
28

- i. Yahoo ad: The control ad replaces “Zoom Costs \$99 We’re Free” with “Zoom Costs \$99 But Rocket Lawyer Has No Service Fees.” The text on the control ad includes the statement, “No Service Fees, Only State Fees.”
- ii. Google ad: The control ad replaces “Incorporate for Free” with “Incorporate with No Service Fees.” The text on the control ad includes the statement, “Pay No Service Fees (Pay Only State Fees).”
- iii. “Plans & Pricing” website page: The control version of the Plans & Pricing page adds text near the top of the page stating that free help from a local attorney is only available if you purchase at least 3 months of a Basic Legal Plan or Pro Legal Plan.
- iv. “Plans & Pricing” and “Terms of Service” website pages: The control version of the Plans & Pricing page adds text near the top stating that free help is only available if you purchase at least 3 months of a Basic Legal Plan or Pro Legal Plan. The control version of the Terms of Service page adds text near the top of that page specifying that free help from local attorneys is only available to “Eligible Members,” defined as someone who purchases at least 3 consecutive months of a monthly Legal Plan, or who purchases an annual Legal Plan.

5. My understanding is that Rocket Lawyer may have used slightly different versions of these materials over time. My survey used the versions of materials referenced in the First Amended Complaint and/or the Motion for Summary Judgment.¹ The materials in the Complaint and the Motion for Summary Judgment are black and white, and somewhat grainy. As described in this report, staff at my firm, under my direction, reproduced those materials in a condition similar to how those items likely looked in their original color format.

6. The survey included respondents representative of the consumers and businesses who purchase online legal services, such as those sold by LegalZoom or Rocket Lawyer. Among

¹ The ads are referenced in Exhibit B of the Plaintiff’s Motion for Summary Judgment, pages 29 and 31. The Plans & Pricing page is referenced on page 38 of the First Amended Complaint and also in Exhibit E (page 44) of the Motion for Summary Judgment. The Terms of Service page is referenced in Exhibit F (starting on page 46) of the Motion for Summary Judgment.

1 other criteria, business respondents were qualified as:

- 2 i. employed by businesses or organizations with either 1 to 9 employees or 10 to 19
- 3 employees,
- 4 ii. past purchasers of legal services for their company or organization, or likely to
- 5 consider purchasing such legal services in the next 2 years,
- 6 iii. decision-makers in the selection of a provider for legal services,
- 7 iv. likely to use the Internet to locate a provider of legal services, and
- 8 v. willing to consider purchasing legal services through a website.

9 7. Consumer respondents passed similar qualification questions on behalf of themselves or
10 other members of their household.

11 8. After qualification, each respondent was shown either Rocket Lawyer materials (such as
12 a test ad, a website page, or website pages), or the altered control version of the same materials.
13 Respondents were then asked questions to measure the impressions conveyed by the materials,
14 particularly relating to the need to pay fees or to pay before obtaining services.

15 9. Respondents were first asked to indicate the main messages stated or implied by the ad,
16 website page or website pages. Respondents who saw an ad were also asked questions about the
17 need to pay fees, including questions about:

- 18 i. whether the materials communicate or imply that you can incorporate a business
- 19 without paying any fees to any organization or entity, and
- 20 ii. whether the amount of fees paid would affect your decision regarding which
- 21 service provider to select.

22 10. Respondents who saw the website page or pages were asked questions about fees and
23 about obtaining free help from local attorneys, including questions about:

- 24 i. whether the materials communicate or imply that you can try a membership
- 25 without paying any fees to any organization or entity,
- 26 ii. who can obtain free help from a local attorney,
- 27 iii. whether a member has to pay for a Legal Plan before they can get free help from a
- 28 local attorney, and

- 1 iv. whether having to pay for a membership before getting free help from a local
2 attorney would affect your decision regarding using this website's services.

3 11. As described later in this report, the survey data indicate the following conclusions
4 among respondents who were shown the Google and Yahoo ads for Rocket Lawyer:

- 5 i. Of respondents shown the Rocket Lawyer test ads, 41.4% provided a verbatim
6 survey response indicating that they believed they could obtain free incorporation
7 or a free LLC formation from Rocket Lawyer, compared with only 6.7% of those
8 who saw the altered control versions of these materials. The difference,
9 attributable to the specific language used by Rocket Lawyer, is 34.7% (calculated
10 as 41.4% minus 6.7%). Similarly, 36.4% of those shown the test ads provided a
11 verbatim survey response reflecting the concept of "free" in some unspecified
12 manner, which may or may not include free incorporation, compared with 10.8%
13 for the control ads.
- 14 ii. When asked whether or not the ads communicate or imply that you can
15 incorporate a business through this service without paying any fees to any
16 organization or entity, 86.2% of those shown the Rocket Lawyer test ads said yes,
17 compared with 67.3% of respondents shown the control ads. The net difference is
18 18.9% (86.2% minus 67.3%).

19 12. The survey data provide the following conclusions among respondents shown the page or
20 pages from the Rocket Lawyer website:

- 21 i. Of respondents shown the test website page or pages, more than half (52.4%)
22 provided a verbatim response indicating that the page referenced multiple plans,
23 and 13.2% provided a response indicating that the page referenced free
24 membership, a free trial, or free services.
- 25 ii. A strong majority (90.5% or 81.2%) of respondents who saw either the test or the
26 control website page or pages provided a response correctly indicating that the
27 materials communicate or imply that you can try a membership without paying
28 any fees to any organization or entity.

1 iii. Among those who saw the test page or pages from the Rocket Lawyer website,
2 53.3% responded that anyone or anyone who signs up for a free membership can
3 obtain free help from a local attorney, compared with 41.3% among those who
4 saw the control website page or pages. The difference is 12.0%.

5 iv. Among those who saw the test page or pages, 37.8% correctly responded that a
6 member has to pay for a Basic or Pro Legal plan before they can get free help
7 from a local attorney, compared with 56.7% among those who saw the altered
8 control materials. The difference is 18.9%.

9 13. The survey data also indicates that most respondents believe that the amount of fees they
10 pay would affect their decision regarding which service provider to select or whether to use the
11 website’s services.

12 14. After reviewing certain background information, I will discuss the survey and my
13 findings in detail.

14
15 **MY QUALIFICATIONS**

16 15. I am the owner and President of MMR Strategy Group (“MMR”), a marketing research
17 and consulting firm, and am an expert in research, surveys, and marketing.

18 16. For approximately 35 years,² MMR has provided marketing research and consulting,
19 consisting primarily of the design, execution, and analysis of thousands of surveys, as well as
20 expertise related to marketing and strategy. Our experience includes many surveys used in
21 intellectual property litigation and false advertising matters. Our clients have included well-
22 known organizations, such as Farmers Insurance Group, Goodyear Tire & Rubber Company,
23 Cigna Health Insurance, several regions of the American Automobile Association, Nestlé USA,
24 Inc., Smart & Final Stores, RE/MAX, Kaplan Test Prep, Alberto-Culver, and many other
25 organizations, encompassing thousands of studies.

26 17. I received a Bachelor of Science degree in engineering from the Technological Institute
27

28 _____
² Until approximately November, 2009, the firm was known as Marylander Marketing Research.

1 at Northwestern University in 1985, and Master of Business Administration and Doctor of
2 Business Administration degrees from the Harvard Graduate School of Business Administration
3 in 1991 and 1996. At Harvard, I received my MBA with highest distinction as a Baker Scholar
4 and was a Dean's Doctoral Fellow, writing 14 publications on marketing and strategy, including
5 best-selling teaching materials.

6 18. I have taught marketing and strategy for executive groups and executive MBA programs,
7 and, for my research, I have won awards from institutions including The Institute for the Study
8 of Business Markets at Penn State University and Harvard University.

9 19. In terms of professional experience, I have been a marketing and strategy consultant at
10 The Boston Consulting Group, Senior Vice President at a publicly traded data processing
11 company that is now a division of Intuit, Division President at a media services company, and
12 Vice President responsible for marketing and strategy at a national financial services company.
13 I also served as the West Coast Practice Leader of Monitor Executive Development, a division
14 of Monitor Group, an international strategy consulting firm, where my responsibilities included
15 developing curriculum and serving as lead faculty for executive education programs in
16 marketing and strategy.

17 20. I am a member of the American Marketing Association and the Marketing Research
18 Association. My firm is a member of the Council of American Survey Research Organizations
19 and the International Trademark Association. I am on the editorial board of the *Journal of*
20 *Business-to-Business Marketing*, and am a member of *The Trademark Reporter* Committee of
21 the International Trademark Association. I regularly consult with clients regarding marketing,
22 research, and strategy, and also address conferences and groups on the same issues. My public
23 speaking includes addressing law firms and bar associations on the use of research and surveys
24 in litigation and related areas. For example:

- 25 i. In April 2013, I was an invited speaker at a multi-day course on surveys and
26 marketing/advertising claims. In May, 2013, I conducted a roundtable discussion
27 on a similar topic at the annual conference of the International Trademark
28 Association.

1 ii. In May 2013, I was a panelist at a Continuing Legal Education seminar
2 sponsored by the Los Angeles County Bar Association on the topic of
3 “Trademark Infringement and the Internet.”

4 iii. In October 2013, I was a speaker at the Corporate Researchers Conference hosted
5 by the Marketing Research Association.

6 21. I have authored or co-authored articles for publications such as the *Intellectual Property*
7 *Law Newsletter* of the American Bar Association, Intellectual Property Law Section; *Intellectual*
8 *Property*, *Intellectual Property Magazine*, *Quirk’s Marketing Research Review*, and others.

9 22. Over my career, I have personally designed, overseen, and analyzed hundreds of
10 research studies, including dozens of trademark surveys. I have also provided expertise in
11 marketing, strategy, surveys, and consumer behavior to clients in a variety of industries. A copy
12 of my curriculum vitae and litigation expert witness experience is attached as Exhibit 1.

13
14 **COMPENSATION AND MATERIALS REVIEWED**

15 23. The compensation charged by my firm in this matter is \$95,000 for the survey research
16 and related activities, such as review of materials, research design and writing this report. After
17 this expert report, I charge \$650 per hour for additional activities, if any, and \$6,000 per day for
18 testimony at trial or deposition.

19 24. For purposes of this report, I have reviewed a wide variety of materials, including the
20 following:

21 i. Legal documents from the Plaintiff, including the First Amended Complaint; the
22 Notice of Motion and Motion for Summary Judgment, Memorandum of Points
23 and Authorities, and Declaration of Mary Ann T. Nguyen; LegalZoom’s Separate
24 Statement of Undisputed Material Facts in Support of Its Motion for Summary
25 Judgment; and LegalZoom’s Supplemental Responses to Rocket Lawyer’s First
26 Set of Special Interrogatories.

27 ii. Legal documents from the Defendant, including the Answer to First Amended
28 Complaint and Amended Counterclaims; the Defendant’s Memorandum of

1 Evidentiary Objections in Support of Its Opposition to LegalZoom’s Motion for
2 Summary Judgment; Declaration of Hong-An Vu in Support of the Opposition to
3 the Motion for Summary Judgment (including related exhibits); the Opposition to
4 Plaintiff’s Motion for Summary Judgment; the Declaration of Paul Hollerbach;
5 Rocket Lawyer’s Separate Statement of Undisputed Material Facts in Support of
6 Its Opposition to LegalZoom’s Motion for Summary Judgment; and Objections
7 and Responses to Interrogatory No. 24.

8 iii. Other documents, such as the Court’s Order regarding the Plaintiff’s Motion for
9 Summary Judgment; California Senate Bill No. 340; the Electronic Code of
10 Federal Regulations, Title 16, Part 425, “Use of Pre-Notification Negative Option
11 Plans”; and guides produced by the Federal Trade Commission entitled, “FTC
12 Guide Concerning Use of the Word ‘Free’ and Similar Representations” and
13 “.com Disclosures: How to Make Effective Disclosures in Digital Advertising.”

14 iv. Pages on websites related to this matter, such as www.legalzoom.com and
15 www.rocketlawyer.com.

16 v. The results of Internet searches on search engines such as Google for terms
17 relevant to this matter, such as “incorporation.”

18 25. I also reviewed published literature and cases relevant to the issues and theories in this
19 matter, the most relevant of which are cited in this report. In addition, I rely on my knowledge
20 and experience in fields such as surveys and market research.

21 26. The next section describes the research I conducted in this matter.

22 23 **METHODOLOGY FOR THE SURVEY**

24 27. My survey measured the impressions formed by respondents who viewed ads for Rocket
25 Lawyer from search engine listings, or a page or pages from the Rocket Lawyer website. All
26 aspects of the survey were designed and carried out by me or under my supervision.

27 28. The format for the survey is consistent with a format often used in deceptive advertising
28 matters, in which one group is shown a test stimulus that allegedly contains misleading material,

1 while another group is shown a control stimulus, which is similar to the test except it is modified
2 to remove allegedly-misleading materials, or to add clarifying elements, such as a disclaimer.
3 Respondents are then asked a similar set of questions, which start with open-ended questions and
4 proceed through the survey to closed-ended questions.³ The survey also matches accepted
5 practices for deceptive advertising in that the survey questions measure what respondents believe
6 that the stimulus material communicates or implies, rather than what respondents believe based
7 on pre-existing beliefs or understanding.⁴

8 29. Exhibit 2 shows all test materials from the survey. The ads tested in the survey appear in
9 LegalZoom's Motion for Summary Judgment, Exhibit B, pages 37 and 39. The pictures of the
10 ads in the Motion for Summary Judgment are black and white, and somewhat grainy. Under my
11 direction, staff at my firm created color versions of the ads which were designed to appear
12 similar to the likely original appearances of the ads.

13 30. Starting with the text and layout from the ads in the Motion for Summary Judgment,
14 alterations were conducted under my direction using design elements gathered from keyword
15 searches on Google and Yahoo, materials from the Internet Archive (<http://archive.org/web/>),
16 and materials from the Rocket Lawyer website. The design elements included materials showing
17 colors and graphical elements used in the time period relevant to the materials measured in the
18 survey. To help respondents identify which ads are the subject of the survey, other ads in the
19 Google and Yahoo search results pages were blurred out, and the ads of interest were circled.
20 This helps to replicate the real-world scenario where someone encounters and notices the ads.

21 31. Copies of both ads are provided below, in a smaller size than they appeared in the survey:

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26 ³ William W. Vodra and Randall K. Miller, "‘Did He Really Say That?’ Survey Evidence in
Deceptive Advertising Litigation", *The Trademark Reporter*, Vol. 92, No. 4, 2002.

27 ⁴ Jacob Jacoby, Amy H. Handlin, and Alex Simonson, "Survey Evidence in Deceptive
28 Advertising Cases Under the Lanham Act: An Historical Review of Comments from the
Bench", *The Trademark Reporter*, Vol. 84, 1994.

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A screenshot of a Google search for the word "incorporation". The search results page shows several advertisements and organic results. One advertisement from RocketLawyer.com is circled in black, with the text: "Incorporate for Free | RocketLawyer.com www.rocketlawyer.com/CA-Incorporate 888-231-5787 - Pay No Fees (\$0) Simple California Incorporation! 408 people + 1'd or follow Rocket Lawyer". Other ads include "The Company Corporation", "CA Corps \$149.00 Complete", and "Incorporate in C". Organic results include a Wikipedia entry for "Incorporation of the Bill of Rights".

A screenshot of a Yahoo! search for "legal zoom llc". The search results page shows several advertisements and organic results. One advertisement from RocketLawyer.com is circled in black, with the text: "Zoom Costs \$99 We're Free Form LLC. Incorporate Your Business at Rocket Lawyer Free. Start Today rocketlawyer.com/free-incorporation". Other ads include "LLC Formation - Legabrooms", "Patent Services", and "Download Legal Forms". Organic results include "LLC (Limited Liability Company) - LLC Formation & Business..." and "LegalZoom: Online Legal Document Services: LLC, Will...".

1 32. The survey also tested two pages from the Rocket Lawyer website: the Plans & Pricing
2 page, and the Plans & Pricing page followed by the Terms of Service page.⁵ The website pages
3 tested in the survey appear in the Motion for Summary Judgment, Exhibit E (page 44) and
4 Exhibit F (starting on page 46). The pictures of the website pages in these documents are black
5 and white, and somewhat grainy. Under my direction, staff at my firm created color versions of
6 these website pages designed to appear similar to their likely original appearance. The process
7 of creating the color versions of the website pages was similar to that described earlier for the
8 ads.

9 33. The top portions of the website pages shown to survey respondents are shown below. To
10 save space, the images included in this report are smaller than the images as they were displayed
11 in the survey, and the images below only show the top portions of the survey stimuli. Exhibit 2
12 shows the complete images from the survey in a larger size, closer to the size as they were shown
13 respondents in the survey.

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26 ⁵ The Plans & Pricing page currently on the Rocket Lawyer website at
27 <http://www.rocketlawyer.com/plans-pricing.rl> has different layout and text than the page tested
28 in the survey. Also, the survey tested only the initial sections of the Terms of Service page; the
initial sections are most relevant because they define the term “Eligible Member” and specify the
requirements to obtain free help from local attorneys.

Plans & Pricing

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

Rocket Lawyer provides "access to the most complete legal service online."

Have more questions?

Are you a lawyer?

Rocket Lawyer On Call® Terms of Service

Agreement between You and Rocket Lawyer Incorporated

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

Rocket Lawyer On Call® & Legal Plans

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

For the purposes of this Agreement:

1. The term "Eligible Member" includes any individual who either (a) purchases three (3) consecutive months of a Rocket Lawyer monthly Legal Plan, or (b) purchases a Rocket Lawyer annual Legal Plan.
2. The term "Eligible Family Member" includes: (a) an Eligible Member's spouse or domestic partner; (b) a dependent individual under the age of 25; (c) a dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability; and (d) dependent individuals living in the Eligible Member's home such as a parent or grandparent. Each Eligible Family Member to whom you extend coverage under this Agreement is considered an Eligible Member under On Call and is bound by the terms of this Agreement.

1 34. As described earlier, the survey also tested “control” versions of the ads and website
2 pages. The control versions were similar to the originals, except that the originals were altered to
3 add disclaimers or clarifying language regarding Rocket Lawyer’s pricing and/or policies.⁶

4 35. In research such as this, a control item is used to remove “general background noise”⁷
5 and to “...test directly the influence of the stimulus.”⁸ The control allows the survey to measure
6 what might have occurred if Rocket Lawyer had included additional or different information in
7 the ads or website pages, particularly relating to the need to pay state fees (in the ads) or the need
8 to pay for at least three months of membership before obtaining free help from a local attorney
9 (in the website pages).

10 36. Exhibit 3 shows all control images, and Exhibit 4 compares the control and test images.
11 The controls were edited to provide additional disclaimers or qualifying information, particularly
12 relating to fees and costs:

- 13 i. Yahoo ad: The control ad replaces the headline “Zoom Costs \$99 We’re Free”
14 with “Zoom Costs \$99 But Rocket Lawyer Has No Service Fees.” Text on the
15 control ad replaces “Incorporate Your Business at Rocket Lawyer Free” with the
16 statement, “Incorporate Your Business at Rocket Lawyer. No Service Fees, Only
17 State Fees.”
- 18 ii. Google ad: The control ad replaces the headline “Incorporate for Free” with
19 “Incorporate with No Service Fees.” The text on the control ad replaces “Pay No
20 Fees (\$0)” with “Pay No Service Fees (Pay Only State Fees).”

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24 ⁶ Similar methodology has been used in other matters. For example, see *Schering Corporation v. Schering Aktiengesellschaft and Berlex Laboratories*, reported in “Experimental Design and the Selection of Controls in Trademark and Deceptive Advertising Surveys”, by Jacob Jacoby, *The Trademark Reporter*, July-August, 2002, pp. 906-908.

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26 ⁷ *McCarthy on Trademarks and Unfair Competition*, by J. Thomas McCarthy, updated March, 2009, 32:187.

27 ⁸ Shari Seidman Diamond, “Reference Guide on Survey Research” from *Reference Manual on Scientific Evidence, Third Edition*, Federal Judicial Center, National Research Council, 2011, page 398.
28

1 iii. “Plans & Pricing” website page: The control has text added near the top of the
2 page stating, “You can receive free help from local attorneys only if you purchase
3 at least 3 months of a Basic Legal Plan or a Pro Legal Plan.”

4 iv. “Plans & Pricing” and “Terms of Service” website pages: The control version of
5 the Plans & Pricing page includes the text added near the top of the page stating,
6 “You can receive free help from local attorneys only if you purchase at least 3
7 months of a Basic Legal Plan or Pro Legal Plan.” The control version of the
8 Terms of Service page has a text box added near the top of the page, stating,

9 “Free Help from Local Attorneys is Provided Only to Eligible Members

10 You are entitled to receive free help from local attorneys only if you are an
11 Eligible Member. ‘Eligible Member’ includes any individual who either (a)
12 purchases three (3) consecutive months of a Rocket Lawyer monthly Legal
13 Plan, or (b) purchases a Rocket Lawyer annual Legal Plan.”

14 The definition of Eligible Member was taken directly from text in the Terms of
15 Service website page.

16 37. Table A below provides a summary of the materials tested in the survey. All ads and
17 website pages were shown in the survey in a manner similar to that in which they were displayed
18 online. For example, materials were displayed in approximately the same size in which they
19 would likely appear online. Also, respondents shown the Terms of Service page could scroll to
20 see the entire page, just as they could on the Rocket Lawyer website.

21 38. Some respondents (Cells 4, 8, 12, and 16) were shown two website pages. For these
22 respondents, the pages were shown one at a time, with the respondent clicking after the first page
23 to indicate they were ready to proceed to the next page.

1 **Table A: Cells in the Research**

2

Cell	Test or Control	Type of Item	Materials Viewed
3 1 and 9	Test	Ad	Yahoo ad, unmodified
4 2 and 10	Test	Ad	Google ad, unmodified
5 3 and 11	Test	Web page	Plans & Pricing page, unmodified
6 4 and 12	Test	Web pages	Plans & Pricing and Terms of Service pages, unmodified
7 5 and 13	Control	Ad	Yahoo ad, modified
8 6 and 14	Control	Ad	Google ad, modified
9 7 and 15	Control	Web page	Plans & Pricing page, modified
10 8 and 16	Control	Web pages	Plans & Pricing and Terms of Service pages, modified

11 39. The survey included consumer and business respondents representative of consumers and
12 small businesses who might purchase documents or services from LegalZoom or Rocket
13 Lawyer.⁹ Exhibit 5 provides a copy of the screening questionnaires, which show the qualifying
14 questions used for both business and consumer respondents.

15 40. Business respondents were qualified by criteria that included the following:

- 16 i. Employed full time or part time: Question A asked prospective business
17 respondents, “What is your employment status?” Respondents qualified if they
18 were employed full time, employed part time, or self-employed. Respondents
19 who were not employed would not reasonably need to purchase online legal
20 services for business purposes.
- 21 ii. Working in a small business: Question D asked business respondents, “How
22 many employees work at the company or organization where you are employed?”
23 Business respondents qualified if they responded that they work at a company
24 with 1 to 9 employees, or 10 to 19 employees.¹⁰

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26 ⁹ Neither party made available information on the demographics of their customer base, or on the
27 percentage of their customers represented by consumers versus small businesses. Both parties
28 clearly provide services to both consumers and businesses; for example, LegalZoom’s home
page at www.legalzoom.com offers “Business Services” and “Personal Services,” while Rocket
Lawyer’s home page at www.rocketlawyer.com offers “Personal” and “Business” sections.

¹⁰ LegalZoom’s Form S-1, provided in Exhibit 12 of Rocket Lawyer’s Answer to First Amended

- 1 iii. Past or prospective purchaser of legal services: Question E asked, “Which, if any,
2 of the following legal services have you purchased for your company or
3 organization in the past 2 years?” Prospective business respondents qualified if
4 they responded in Question E that they had purchased legal services during the
5 past 2 years, or in Question G that they are likely to consider purchasing legal
6 services during the next 2 years. Since LegalZoom and Rocket Lawyer provide
7 both services and documents, Questions E and G described legal services as
8 “Legal services, such as preparing legal documents or providing legal advice.”
- 9 iv. Involved in the decision process for selecting legal providers: Question I asked,
10 “What is your role in selecting providers for legal services for your company or
11 organization?” Prospective business respondents qualified if they were either the
12 primary decision-maker for legal services, or shared in the decision.
- 13 v. Searching for a legal services provider on the Internet: Question J asked, “Which,
14 if any, of the following sources are you likely to use to locate a provider of legal
15 services for yourself or others in your company or organization?” Business
16 respondents qualified if they were likely to use the Internet to locate a provider of
17 legal services.
- 18 vi. Consider purchasing online: Question K asked, “Would you consider purchasing
19 legal services for your company or for your organization through a website?”
20 Business respondents qualified if they were willing to consider purchasing legal
21 services for their company or organization through a website.

22 41. Consumer respondents were qualified using a similar set of questions, but with
23 modifications to ask them about legal services purchased “for yourself or for others in your
24 household” rather than “for your company or your organization.” For example, Question E for
25 consumer respondents was phrased as, “Which, if any, of the following services have you

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27 Complaint and Amended Counterclaims, refers (on page 45) to the legal services market for “...
28 small businesses with fewer than 10 employees.” LegalZoom or Rocket Lawyer business
customers may also include slightly larger companies, so my survey included small businesses
with 10 to 19 employees, which were 16% of the database of business respondents.

1 purchased in the past 2 years for yourself or for other members of your household?”

2 42. All potential respondents to the survey were also asked other qualifying questions. For
3 example, they were asked their age, gender, and location, and were excluded if they were
4 younger than 21 years old.¹¹ All respondents were asked whether they worked in certain types
5 of companies, such as law firms, and were excluded if they work in an industry in which they
6 might gain unusual knowledge, such as a law firm. All respondents were asked what device they
7 were using to take the survey, and were excluded if they used a device such as a smart phone,
8 where survey images might be too small to view properly.

9 43. The qualification of respondents for the survey was designed to provide an appropriate
10 respondent base for this survey. Specifically, the survey focuses on what Professor McCarthy
11 calls the “reasonably informed shopper,” a hypothetical potential customer who is not
12 necessarily expert but is part of the relevant marketplace as a past or potential purchaser.¹²

13 44. The survey was conducted online, with respondents typing their own answers to the
14 questions. Respondents were recruited through online survey panels of consumers and business
15 respondents provided by Survey Sampling International, a well-respected marketing research
16 company that has provided sampling and data collection for 34 years, and currently serves more
17 than 2,000 market research organizations.

18 45. Online panels are used frequently for surveys conducted in litigation and commercial
19 contexts. The particular panel used for this study employs a variety of quality control processes
20 to ensure that panelists are valid and that responses are valid. For example, the panel uses double
21 opt-in recruitment (where respondents must opt-in to the panel twice upon joining), IP address
22 verification (verifying the unique address of computers associated with specific respondents),
23 response time checks (checking responses for those who completed a survey suspiciously
24 quickly), and straight-line checks (searching for those who selected the same response letter for

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26 ¹¹ Regarding geography, the distribution of consumer and business interviews across regions of
27 the United States matched the distribution of the general population of the United States, based
28 on data from the U.S. Bureau of the Census. The consumer interviews matched the U.S. on
gender and age distributions, again based on data from the Census Bureau.

¹² *McCarthy on Trademarks and Unfair Competition*, Updated March, 2009, 32:191, “Secondary
meaning – Secondary meaning survey formats.”

1 multiple questions).

2 46. An online survey is particularly appropriate given that the legal services provided by
3 Rocket Lawyer and LegalZoom are marketed online, can be purchased online, and may be
4 delivered through online methods. The materials under dispute in this case are Internet ads and
5 website pages, which consumers encounter online.

6 47. Online research also is the best way to locate a nationwide representative sample of
7 respondents who are responsible for purchasing legal services. The business respondents who
8 work at small businesses and qualify for this survey occur infrequently in the overall population,
9 representing what is called a low incidence group. Online surveys provide a cost effective
10 manner to reach these types of respondents.

11 48. After answering the qualification questions described earlier, respondents were randomly
12 assigned to be shown a test or control ad, website page, or website pages. Exhibit 5 shows the
13 survey questionnaire. Qualified respondents were first given initial instructions. For example,
14 respondents assigned to be shown an ad were given the following initial instruction:

15 “On the next screen, you will see an ad for legal services. The ad appears in search
16 results from an online search engine. Other ads on the page have been blurred. Please
17 focus only on the circled ad, which is the subject of this survey.

18 Please review the ad as you would if you were considering purchasing legal services.

19 You might need to scroll to see the entire ad. You may take as long as you like to
20 look at it. When you are done looking at the ad, please click the ‘Continue’ button.”

21 49. Respondents were then shown the test or control image in approximately the same size
22 that it would appear if it was viewed online outside of the survey. They were given additional
23 instructions. For example, respondents shown the ad were told,

24 “You will now be asked some questions about the material you just reviewed. The
25 ad will stay on screen for the remainder of the survey. You may click on it at any
26 time to expand the image.

27 On any question, if you don’t know how to answer, it is all right to indicate that you
28 don’t know or you are not sure. Please do not guess and please do not consult any

1 other person or source, such as the Internet, while you complete this survey.”

2 50. For the remainder of the survey, the test or control images were kept on screen in a
3 smaller size. Respondents could click on the small images to enlarge them.

4 51. The first two questions asked the respondent to describe, in their own words, what the
5 stimuli communicated. Question 1 asked respondents, “What are the main messages that the ad
6 states or implies? Please be as specific as possible.” Responses to Question 1 were open-ended,
7 provided in each respondent’s own words.

8 52. Question 2 asked the respondent, “What other messages, if any, does the ad state or
9 imply?” Responses to this question were also open-ended.

10 53. The next two questions were asked only of respondents who viewed an ad. Question 3
11 asked, “Although you may have already mentioned this, does or doesn’t the ad communicate or
12 imply that you can incorporate a business through this service without paying any fees to any
13 organization or entity?” Response options included “Yes, the ad does communicate or imply
14 that you can incorporate a business without paying any fees,” “No, the ad does not communicate
15 or imply that you can incorporate a business without paying any fees,” and “I don’t know or am
16 not sure.”

17 54. For respondents who viewed an ad, Question 4 asked, “If you were selecting a service
18 provider to incorporate a business, would the amount of fees you pay affect your decision
19 regarding which service provider to select?” Respondents could answer “Yes,” “No,” or “I don’t
20 know or am not sure.”

21 55. The next series of questions were asked only of respondents who viewed one or both
22 website pages. Question 5 asked, “Although you may have already mentioned this, does or
23 doesn’t [or do or don’t] the website page[s] communicate or imply that you can try a
24 membership without paying any fees to any organization or entity?” Response options included
25 “Yes, the website page does [or website pages do] communicate or imply that you can try a
26 membership without paying any fees,” “No, the website page does not [or website pages do not]
27 communicate or imply that you can try a membership without paying any fees,” and “I don’t
28 know or am not sure.”

1 56. Question 6 asked respondents who saw the website page or pages, “Based solely on your
2 review of the website page[s], who can obtain free help from a local attorney?” Response
3 options included “Anyone,” “Anyone who has signed up for a Free Membership,” “Anyone who
4 has signed up for a Basic Legal Plan,” “Anyone who has signed up for a Pro Legal Plan,” “None
5 of the above,” and “I don’t know.”

6 57. Question 7 was asked only of those who answered “Anyone who has signed up for a
7 Basic Legal Plan” or “Anyone who has signed up for a Pro Legal Plan” in response to Question
8 6. Question 7 asked, “Does a member have to pay for a Basic Legal Plan or Pro Legal Plan
9 before they could get free help from a local attorney?” Response options included “Yes, they do
10 have to pay,” “No, they do not have to pay,” and “I don’t know.”

11 58. Question 8, also asked of respondents who viewed the website page or pages, asked
12 “Would having to pay for a membership before getting free help from a local attorney affect your
13 decision regarding whether to use this website’s services? Response options included “Yes, it
14 would affect my decision,” “No, it would not affect my decision,” and “I don’t know or am not
15 sure.”

16 59. The survey included a number of quality control and validation checks, including the
17 following:

- 18 i. The survey was pre-tested. Before starting the full survey, a small number of
19 surveys were conducted online and the data examined to make sure that the data
20 were being recorded and coded properly, that the survey skip patterns were being
21 followed accurately, and that responses showed an understanding of the questions.
- 22 ii. Certain questions and responses were rotated to reduce the possibility of order
23 bias, which occurs if respondents are more likely to select a response in a
24 particular position, such as first or last listed response. For example, the order of
25 responses in questions E, F, G, H, I, J, K, L, M, N, O, P, 3, 4, 5, 7, and 8 was
26 rotated. Each respondent saw responses to those questions in essentially random
27 order, with “don’t know” presented last.
- 28 iii. During qualification, qualifying responses were hidden among other, non-

1 qualifying responses. This tends to disguise the true purpose of the survey or
2 which questions qualify respondents for the survey.

3 iv. Respondents were required to enter their ZIP Code twice, once in Question B, and
4 again later in the survey with Questions 9 and 10. The ZIP Codes in either
5 Question 9 or Question 10 were required to match in order to proceed.

6 v. After the interviews were conducted, the open-ended data was reviewed to make
7 sure that respondents provided answers that indicated they understood the
8 questions and were paying attention to the survey.

9 60. In surveys that involve live (in-person) interviewers, it is common procedure to validate a
10 percentage of the interviews, confirming key elements such as whether the interviews actually
11 took place and whether the respondent qualified.¹³ Validation may help to notify interviewers
12 that their work is being checked and to verify the honesty and accuracy of the interviewers, such
13 as identifying interviewers who may have fabricated the answers instead of following
14 instructions.¹⁴ In other words, the validation checks the interviewer, as opposed to checking the
15 interview.

16 61. My survey did not use live interviewers, so the need for validation is greatly diminished.
17 Despite this, I validated the interviews by matching respondents' survey answers to the
18 respondents' information on file with the sample provider for age, gender, and ZIP code. By
19 comparing these sets of data, I was able to confirm that respondents were qualified. All
20 respondents in the final database were validated in this manner.¹⁵

21 62. Data gathering took place from March 26, 2014, to April 2, 2014. From the original base
22 of 1,280 interviews completed, 97 (7.6%) were removed¹⁶ during data cleaning, leaving 1,183
23

24 ¹³ J. Thomas McCarthy, *McCarthy on Trademarks and Unfair Competition*, Fourth Edition,
Updated March, 2009, 32:170.

25 ¹⁴ U.S. District Court, S.D. New York. *Paco Sport, Ltd., v. Paco Rabanne Parfums*. No. 96 Civ.
1408(JES). Feb. 17, 2000.

26 ¹⁵ Respondents were dropped from the final database if their gender did not match the pre-
27 existing information on file, if the age they reported in the survey was either younger or much
28 older than pre-existing information, or if their ZIP code had changed and either age or gender did
not match pre-existing information.

¹⁶ This included respondents who failed validation as well as respondents who provided open-

1 respondents in the final database. Of this final database, 256 responses (21.6%) are from
2 business respondents, while 927 responses (78.4%) are from consumers.¹⁷ In my opinion, this
3 survey database is of sufficient size to be reliable for analysis.

4 63. The next section describes the findings from the data gathered in the survey.

5 6 **FINDINGS FROM THE SURVEY**

7 64. This section summarizes the data from the survey. Exhibit 6 provides the responses to all
8 questions for all respondents, while Exhibit 8 presents cross-tabulation tables from the data
9 analysis.

10 65. Verbatim (open-ended) responses were analyzed by assigning codes that reflect themes
11 inherent in the comments. Exhibit 7 lists the codes used to analyze responses from verbatim
12 questions in the survey. Some verbatim responses may reflect more than one theme, in which
13 case they were assigned more than one code.

14 66. The first two survey questions, Questions 1 and 2, asked respondents to indicate in their
15 own words the main messages that the ad, website page, or website pages state or imply. When
16 answering open-ended questions such as these, respondents often provide relatively brief
17 comments reflecting top-of-mind reactions to survey stimuli. (Open-ended questions typically
18 do not elicit detailed lists of everything respondents notice in a stimulus.)

19 67. Table B analyzes the comments from Questions 1 and 2, listing the themes most
20 commonly reflected in the answers provided by survey respondents. The columns in Table B
21 add up to more than 100% because each response may reflect more than one theme.

22 68. As with other data tables in the main body of this report, data from both consumer and
23 business respondents are included in Table B. Also, Table B provides responses from the
24 combined test cells for the ads or the website pages, and the combined control cells for the ads or
25 website pages.

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ended responses that reflected a lack of attention to the survey.

27 ¹⁷ The ads and website pages tested in the survey offer a variety of legal services that may be of
28 interest to consumers or small businesses. As discussed later, Exhibit 9 shows that survey results
do not materially differ between consumer and business respondents.

Table B: Summary of Results from Question 1 and Question 2¹⁸

Q.1 and Q.2 Main messages that the ad, website page, or website pages state or imply	Ads (Google or Yahoo)		Website Pages (Plans & Pricing or Plans & Pricing and Terms of Service)	
	Test	Control	Test	Control
	(297)	(297)	(296)	(293)
Sample size				
Free incorporation / free LLC	41.4%	6.7%		
Free services of an unspecified nature	36.4%	10.8%		
No service fees	0.3%	56.2%		
Pay only state fees	0.3%	37.0%		
LegalZoom / Zoom	22.2%	17.8%		
Multiple plans / 3 plans			52.4%	53.6%
Free membership / free trial / free service			13.2%	15.4%
Access to local attorneys			10.5%	22.9%
Free access to local attorneys			0.3%	1.7%
Other themes	63.3%	62.6%	69.9%	63.8%
Don't know / nothing	2.0%	1.0%	0.3%	0.7%

69. As can be seen from Table B, in the test cells for the ads, 41.4% of respondents indicated that the main message is free incorporation or free LLC, compared with 6.7% in the control cells. Examples of verbatim comments from respondents who were shown the Rocket Lawyer test ads and provided a comment reflecting free incorporation in response to Question 1 or Question 2 include the following:¹⁹

- i. ID #56: “You can incorporate your business for free with Rocket Lawyer. It costs \$99 at their competitor Zoom”
- ii. ID #82: “Incorporate free”
- iii. ID #246: “Free services for incorporating business or self”
- iv. ID #256: “Incorporating business without needing to pay fee.”

¹⁸ The tables in the main body of this report use the total number of respondents as a denominator. Also, the tables in the report may differ slightly from the cross-tabulation tables due to rounding.

¹⁹ Verbatim responses are included with the respondent identification number first.

1 v. ID #508: “Incorporate for free and pay no fees”

2 vi. ID #698: “Start a corporation for free with a lawyer.”

3 70. Table B also shows that among respondents shown the Rocket Lawyer test ads, 36.4%
4 responded to Question 1 or 2 that the main message was an offer of free services of an
5 unspecified nature, compared with 10.8% among those shown the control ads. Although these
6 respondents may have been thinking that the incorporation or LLC was free, their comments did
7 not specify which service they believed was free, or the nature of the free offer. Examples of
8 such comments include the following:

9 i. ID #8: “LegalZoom costs and this is free.”

10 ii. ID #40: “Another company Zoom costs \$99 but their company is free.”

11 iii. ID #173: “Zoom (which I am assuming is LegalZoom), is \$99 but their service is
12 free.”

13 iv. ID #642: “That they are free and LegalZoom costs \$99”

14 v. ID #771: “Try that other company for free instead of LegalZoom”

15 vi. ID #1092: “This ad states that Zoom cost \$99 and that they are a free service.”

16 71. Table B also shows that only 0.3% of respondents shown the test ads provided a verbatim
17 comment in Question 1 or 2 reflecting that there were no service fees, compared with 56.2% of
18 respondents shown the control materials. Similarly, only 0.3% of respondents shown the test
19 materials provided a verbatim response reflecting that members would pay only state fees to
20 incorporate, compared with 37.0% of respondents shown the control materials.

21 72. For example, among respondents shown the control cell materials, respondent 153
22 answered Question 1 with “No service fees” and Question 2 with “Only state fees.” Respondent
23 289 answered, “Lawyer charging no service fees” and “You pay only state fees.” Respondent
24 224 answered Question 1 with, “They charge no fees to incorporate. Just filing fees.”

25 73. (Among respondents shown the ads, the difference between test and control relating to
26 themes of free incorporation / free LLC, free services of an unspecified nature, pay only state
27 fees, and no service fees would all be statistically significant at the 95% level of confidence.)

28 74. Among those shown the website page or pages, Table B shows that most respondents

1 shown the test materials (52.4%) or the control materials (53.6%) provided a verbatim comment
2 reflecting multiple plans or three plans. This is consistent with the format of the first website
3 page, which prominently discusses “Plans & Pricing.”

4 75. Among respondents shown the website page or pages, 13.2% of test cell respondents and
5 15.4% of control cell respondents provided a verbatim answer to Question 1 or Question 2
6 reflecting that the main message was one of free membership, free trial, or free services.

7 Examples of comments reflecting this theme include the following:

8 i. ID #26: “Largest network of professional attorneys, free to try.”

9 ii. ID #481: “There is an online legal service called Rocket Lawyer On Call which
10 gives you legal services at a greatly reduced rate. You can try it for free or pay a
11 monthly rate or an annual rate. Well-known entities agree that it's a good service
12 worth looking into.”

13 iii. ID #1070: “That sign up is free and membership is free but if you choose this
14 company that you will benefit greatly by using their services.”

15 iv. ID #1194: “You can try their services for free before you purchase.”

16 76. Among respondents shown the web page or web pages, 10.5% of those shown the test
17 materials and 22.9% of those shown the control materials responded to Question 1 or 2 that the
18 main message was one of access to local attorneys; these comments either did not specify
19 whether the access was free, or specified that the access was not free or had purchase
20 requirements. For example, respondent 857 answered Question 2 with, “Connects you to a local
21 lawyer for representation if needed.” Respondent 1179 answered Question 1 with, “If you
22 purchase 3 months of basic legal plan, you can receive free advice from local lawyers.”

23 77. Fewer than 2% in either cell mentioned free access to local attorneys in response to
24 Question 1 or Question 2.

25 78. Questions 3 and 4 were only asked of respondents who were shown the ads. The results
26 from these questions are summarized below in Table C.

27
28

**Table C: Summary of Responses to Questions About Ads
(Questions 3 and 4)**

Questions about the Google or Yahoo Ad	Test Google or Yahoo Ad	Control Google or Yahoo Ad	Net (Test minus Control)
Sample size	(297)	(297)	
Q.3 Does or doesn't the ad communicate or imply that you can incorporate a business through this service without paying any fees to any organization or entity?			
Yes, the ad <u>does</u> communicate or imply that you can incorporate a business without paying any fees	86.2%	67.3%	18.9%
No, the ad <u>does not</u> communicate or imply that you can incorporate a business without paying any fees	8.8%	28.6%	(19.8%)
I don't know	5.1%	4.0%	
Q.4 If you were selecting a service provider to incorporate a business, would the amount of fees you pay affect your decision regarding which service provider to select?			
Yes	82.8%	88.9%	
No	8.8%	4.7%	
I don't know	8.4%	6.4%	

79. Question 3 asked whether the ad communicates or implies that you can incorporate a business through this service without paying any fees to any organization or entity. As shown by Table C, 86.2% of respondents shown the test ads indicated that you could incorporate a business through Rocket Lawyer without paying any fees to any organization or entity, while 67.3% of respondents shown the control ads indicated that you could incorporate a business through Rocket Lawyer without paying any fees. The difference, calculated by subtracting test from control, is 18.9%.²⁰

80. Question 4 asked respondents shown the ads if the amount of fees would affect their decision regarding which service provider to select. As shown by Table C, 82.8% of respondents in the test cells answered yes to this question, while 88.9% of respondents in the control cells answered yes. Table C does not provide a net for Question 4 because there is no reason to expect

²⁰ This difference would be statistically significant at the 95% level of confidence.

1 that test cell responses would differ from control cell responses on Question 4.
2 81. The next series of questions were asked only of respondents who were shown one or both
3 of the website pages; results from those questions are summarized in Table D below.
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**Table D: Summary of Responses to Questions About Website Pages
(Questions 5, 6, 7, and 8)**

Questions about Website Pages	Plans & Pricing Page or Plans & Pricing/ Terms of Service Pages		
	Test (296)	Control (293)	Net (Test minus Control)
Sample size			
Q.5 Does or doesn't the website page(s) communicate or imply that you can try a membership without paying any fees to any organization or entity?			
Yes, the website page <u>does</u> /the website pages <u>do</u> communicate or imply that you can try a membership without paying any fees	90.5%	81.2%	9.3%
No, the website page <u>does not</u> /the website pages <u>do not</u> communicate or imply that you can try a membership without paying any fees	5.4%	15.7%	(10.3%)
I don't know	4.1%	3.1	
Q.6 Based solely on your review of the website page/website pages, who can obtain free help from a local attorney?			
Anyone or anyone signed up for a free membership	53.3%	41.3%	12.0%
Anyone	20.9%	11.9%	9.0%
Anyone who has signed up for a Free Membership	32.4%	29.4%	3.0%
Anyone who has signed up for a Basic Legal Plan	48.0%	60.1%	
Anyone who has signed up for a Pro Legal Plan	39.2%	46.8%	
None of the above	4.1%	3.8%	
I don't know	4.1%	2.4%	
Q.7 Does a member have to pay for a Basic Legal Plan or Pro Legal Plan before they can get free help from a local attorney?			
Yes, they <u>do</u> have to pay	37.8%	56.7%	(18.9%)
No, they <u>do not</u> have to pay	12.2%	4.8%	7.4%
I don't know	2.4%	2.0%	
Q.8 Would having to pay for a membership before getting free help from a local attorney affect your decision regarding whether to use this website's services?			
Yes, it <u>would</u> affect my decision	63.2%	58.7%	4.5%
No, it <u>would not</u> affect my decision	26.0%	31.7%	(5.7%)
I don't know	10.8%	9.6%	

1 82. Question 5 asked whether or not the website page(s) communicated or implied that you
2 can try a membership without paying any fees to any organization or entity. As summarized in
3 Table D, 90.5% of respondents shown the test website page or website pages from Rocket
4 Lawyer answered yes to this question, compared with 81.2% of respondents shown the control
5 website page or pages.

6 83. Question 6 asked who could obtain free help from a local attorney. As shown in Table D,
7 among respondents shown the test website pages from Rocket Lawyer, 20.9% answered anyone,
8 and 32.4% answered anyone who has signed up for a free membership. In total, 53.3% of test
9 cell respondents (calculated as 20.9% plus 32.4%) answered anyone or anyone who signed up for
10 a free membership.

11 84. Among respondents shown the control Rocket Lawyer website page or pages, 11.9%
12 responded anyone, and 29.4% responded anyone who has signed up for a free membership. In
13 total, 41.3% of control cell respondents answered anyone or anyone who signed up for a free
14 membership. The net difference between test cell and control cell respondents is 12.0%.

15 85. Question 7 was asked of respondents who selected “Anyone who has signed up for a
16 Basic Legal Plan” or “Anyone who has signed up for a Pro Legal Plan” in response to Question
17 6. Question 7 asked if a member has to pay for a Basic Legal Plan or Pro Legal Plan before they
18 can get free help from a local attorney. The summary in Table D shows that 37.8% of website
19 page test cell respondents and 56.7% of website page control cell respondents answered yes.
20 The net difference between test and control for Question 7 is 18.9%.

21 86. Finally, Question 8 asked if having to pay for a membership before getting free help from
22 a local attorney would affect the decision regarding whether to use Rocket Lawyer’s services.
23 As can be seen in Table D, 63.2% of website page test cell respondents and 58.7% of website
24 page control cell respondents answered yes to this question.

25 87. (Among those shown the website page or pages, the differences between test and control
26 for the yes answers on Question 5, anyone or anyone signed up for a free membership on
27 Question 6, and the yes answers on Question 7 would be statistically significant at the 95% level
28 of confidence.)

1 **DISCUSSION OF RESULTS ACROSS STIMULI, GEOGRAPHIES, AND GROUPS**

2 88. The cross tabulation tables in Exhibit 9 compare results across different stimuli (ads and
3 website pages), geographies (California versus the rest of the country), and groups (consumers
4 versus business).²¹

5 89. Regarding stimuli, Exhibit 9 includes tables comparing results for the two ads (Google
6 versus Yahoo) and the two sets of website stimuli (the Plans & Pricing page versus the Plans &
7 Pricing and Terms of Service pages). The tables in Exhibit 9 show some differences in results
8 for the Google ad versus the Yahoo ad. For example, 60.0% of respondents shown the Google
9 test ad provided a verbatim comment in Question 1 or Question 2 referencing free incorporation
10 or free LLC, compared with 22.4% of respondents shown the Yahoo ad. Also, 92.0% of
11 respondents shown the Google ad answered yes to Question 3, compared with 80.3% of
12 respondents shown the Yahoo ad. (Among respondents shown the control ads, the percentage of
13 respondents mentioning the message of no service fees or pay only state fees was greater among
14 those shown the Google ad than the Yahoo ad.) Overall, these results indicate that the Google ad
15 is more likely than the Yahoo ad to convey the message of free incorporation.

16 90. The differences for the Plans & Pricing page versus the Plans & Pricing page with the
17 Terms of Service page were relatively minor, and in my opinion are not material to any
18 conclusions.

19 91. Because the Google ad references “Simple California Incorporation,” Exhibit 9 also
20 includes tables comparing results for California respondents versus respondents in other states.
21 The comparison in Exhibit 9 shows only minor differences, and no material differences, in
22 results on the Google ad for California respondents versus respondents from other states.

23 92. Exhibit 9 also includes tables comparing results for consumer respondents versus
24 business respondents. The tables also show only minor differences, and no material differences,
25 in results for consumer respondents versus business respondents.

26
27 ²¹ Some of these break-out analyses divide the database into small groups for business
28 respondents and California respondents. These results for these small groups should be viewed
as directional only.

1 **DISCUSSION OF SURVEY RESULTS**

2 93. As described earlier in this report, the survey data support a number of conclusions
3 regarding the ads for Rocket Lawyer from Google and Yahoo. Among respondents shown the
4 ads, 41.4% responded to Question 1 or Question 2 with a comment reflecting the thought that
5 they could obtain free incorporation or a free LLC formation from Rocket Lawyer, compared
6 with only 6.7% of those shown the altered control versions of these materials. The difference,
7 attributable to the specific language used by Rocket Lawyer, is 34.7% (calculated as 41.4%
8 minus 6.7%).

9 94. The difference between test and control is likely due to the fact that the test materials
10 reference the concept of free incorporation but do not clarify that only the service fees are free,
11 and do not specify that the state fees are not free. The control ads include language referencing
12 service fees and state fees.

13 95. Also, 36.4% of respondents who saw the Rocket Lawyer ads responded to Questions 1
14 and 2 with a comment reflecting the concept of “free” in some unspecified manner; some of
15 these respondents may have been thinking about a free incorporation or free LLC, but their
16 verbatim comment may not have reflected all that they were thinking.

17 96. Among respondents shown the page or pages from the Rocket Lawyer website, a strong
18 majority of respondents shown the test and control website page or pages provided a response
19 correctly indicating that the materials communicate or imply that you can try a membership
20 without paying any fees to any organization or entity. However, 53.3% responded that anyone or
21 anyone who signs up for a free membership can obtain free help from a local attorney, compared
22 with 41.3% among those who saw the control website page or pages.

23 97. Among respondents shown the test page or pages, 37.8% correctly responded that a
24 member has to pay for a Basic or Pro Legal plan before they can get free help from a local
25 attorney, compared with 56.7% among those who saw the altered control materials. The
26 difference associated with the addition of clarifying information is 18.9%.

27 98. For both the ads and the website page or pages, the survey data also indicates that most
28 respondents believe that the amount of fees they pay would affect their decision regarding which

1 service provider to select or whether to use the website's services.

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1 I declare under penalty of perjury under the laws of the United States that the
2 foregoing is true and correct to the best of my belief.

3
4 Executed in Encino, California, on April 15, 2014.

5
6 A handwritten signature in black ink, appearing to read 'B. Isaacson', is written over a horizontal line.

7
8 Dr. Bruce R. Isaacson

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**Exhibit 2:
Test Images for Survey
(Note: In the survey, the images were displayed in a
size as close as possible to the likely original size.)**

Yahoo Ad - Test

Hi, Guest | Sign in | Help ✉ Mail | 🏠 Yahoo!

YAHOO! 🛡️ Options ▾

1,090,008 results

WEB | IMAGES | VIDEO | SHOPPING | APPS | BLOGS | MORE ▾

FILTER BY TIME

- Anytime
- Past day
- Past week
- Past month

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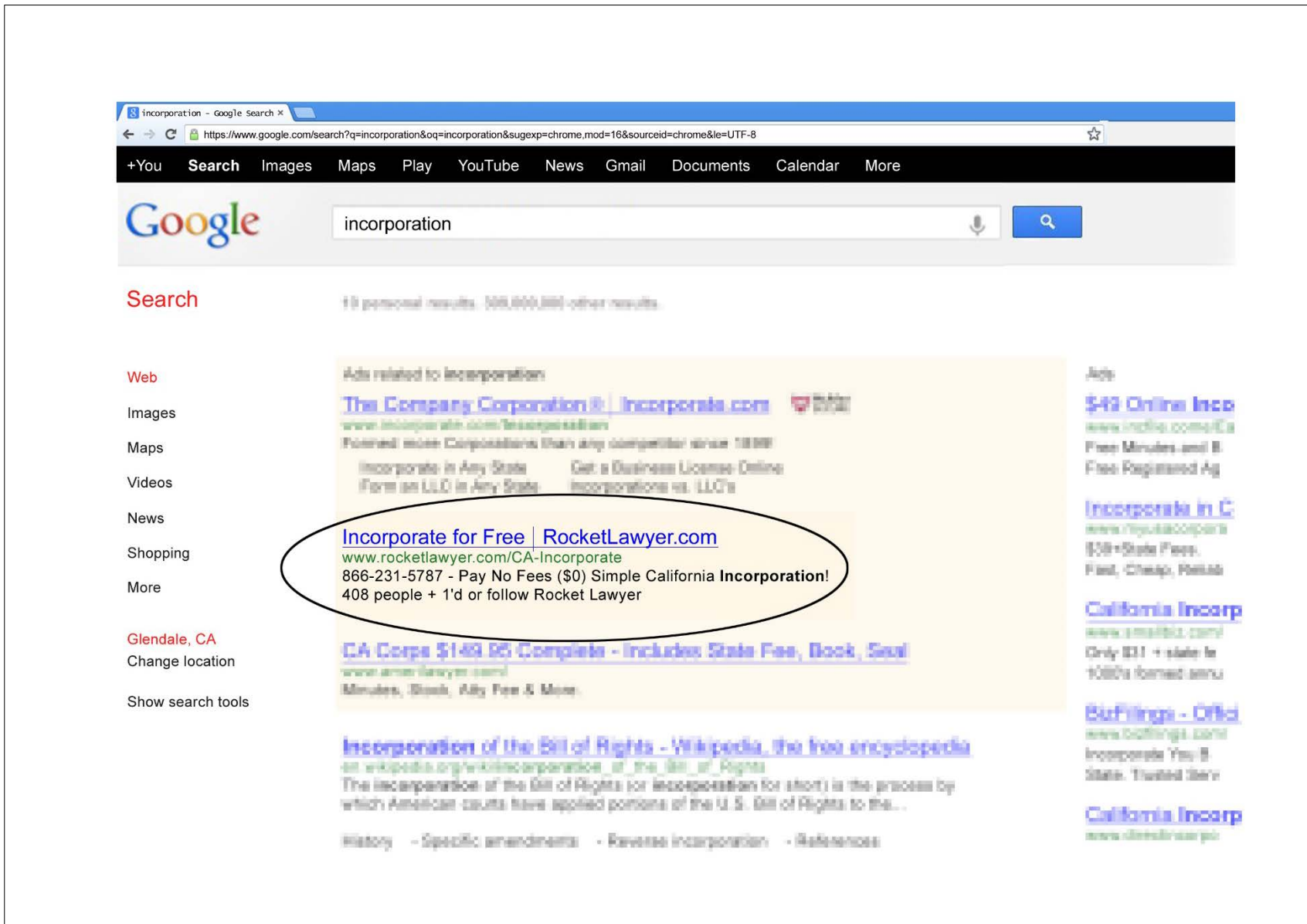
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Google Ad - Test



Plans and Pricing Website Page - Test

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Pricing
Help
Search

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	Free Membership	Basic Legal Plan	Pro Legal Plan Best Deal
	Try It Free	<input checked="" type="radio"/> Annual: \$9.99/mon.* <input type="radio"/> Monthly: \$19.95/mon.* <div style="text-align: center; margin-top: 5px;">Sign Up</div>	<input checked="" type="radio"/> Annual: \$33.25/mon.* <input type="radio"/> Monthly: \$39.95/mon.* <div style="text-align: center; margin-top: 5px;">Sign Up</div>
Features		Try It Free	Try It Free
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Get documents reviewed by local attorneys		Personal	Professional & Personal
Free help from local attorneys		Personal	Professional & Personal
Legal health tools	✓	✓	✓
Access your documents instantly	✓	✓	✓
Personalized next steps	✓	✓	✓
Edit, share and print		✓	✓
Free document eSign service		✓	✓

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

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BusinessWeek
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Terms of Service Website Page - Test

Rocket Lawyer On Call® Terms of Service

Agreement between You and Rocket Lawyer Incorporated

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

Rocket Lawyer On Call® & Legal Plans

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

For the purposes of this Agreement:

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

Benefits & Features

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

- A set limit of free consultations with a Service Provider per year;
- A set limit of legal document reviews up to ten (10) pages each:
 - Legal documents will be eligible for review if such documents meet the 10-page maximum requirement and such documents have the same font size and style as generated by the RocketLawyer.com website ("Legal Document Requirements"). Legal documents that do not meet the Legal Document Requirements may be reviewed at the Service Provider's discounted rate;
- Review of a Simple Will for the Eligible Member and his or her family, as well as update the Will annually for free. A Simple Will is a last will and testament completed on the Rocket Lawyer site distributing personal property and homestead, not involving trusts, specific bequests, real estate, tax matters, guardianships, living wills, health care proxies or partitions; and,
- Assistance in resolving matters with certain government programs, such as INS and welfare.
- When deemed appropriate by the Service Provider, such Service Provider may:
 - write letters on the Eligible Member's behalf (one letter per legal matter up to two (2) pages, with no limit on the number of new legal matters);
 - make phone calls on the Eligible Member's behalf (one phone call per legal matter, with no limit on the number of new legal matters);
 - provide assistance with small claims court matters.
- Additional details about your plan coverage can be found by calling 888-627-1192 or by visiting <http://www.rocketlawyer.com/plans-pricing.r1> while logged into your account.

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

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

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

**Exhibit 3:
Control Images for Survey
(Note: In the survey, the images were displayed in a
size as close as possible to the likely original size.)**

Yahoo Ad - Control

Hi, Guest | Sign in | Help

Mail | Yahoo!

YAHOO! legal zoom llc Options

1,090,008 results

WEB IMAGES VIDEO SHOPPING APPS BLOGS MORE

FILTER BY TIME

- Anytime
- Past day
- Past week
- Past month

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

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Registered Agent
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Google Ad - Control

The screenshot shows a Google search for "incorporation". The browser address bar displays the URL: <https://www.google.com/search?q=incorporation&oq=incorporation&sugexp=chrome,mod=16&sourceid=chrome&ie=UTF-8>. The search bar contains the word "incorporation".

On the left side, there is a navigation menu with the following items: +You, Search, Images, Maps, Play, YouTube, News, Gmail, Documents, Calendar, More. Below this is the Google logo and a search bar with the text "incorporation".

The search results are displayed below the search bar. At the top, it says "Search" and "18 personal results, 308,600,000 other results".

On the left side of the search results, there is a vertical menu with the following items: Web, Images, Maps, Videos, News, Shopping, More. Below this is "Glendale, CA" and "Change location". At the bottom of the menu is "Show search tools".

The main search results are as follows:

- Ads related to incorporation:**
 - The Company Corporation | Incorporate.com**
www.incorporate.com/incorporation
Formed more Corporations than any competitor since 1899!
Incorporate in Any State Get a Business License Online
Form an LLC in Any State Incorporations vs. LLC's
 - Incorporate with No Service Fees | RocketLawyer.com**
www.rocketlawyer.com/CA-Incorporate
866-231-5787 - Pay No Service Fees (Pay Only State Fees) Simple California Incorporation!
408 people + 1'd or follow Rocket Lawyer
 - CA Corps \$149 95 Complete - Includes State Fee, Book, Seal**
www.aster-lawyer.com/
Minutes, Book, All Fee & More.
 - Incorporation of the Bill of Rights - Wikipedia, the free encyclopedia**
en.wikipedia.org/wiki/Incorporation_of_the_Bill_of_Rights
The incorporation of the Bill of Rights (or incorporation for short) is the process by which American courts have applied portions of the U. S. Bill of Rights to the...
 - History - Specific amendments - Reverse incorporation - References
- Ads:**
 - \$49 Online Inco**
www.incoia.com/CA
Free Minutes and B.
Free Registered Ag
 - Incorporate in CA**
www.inpulsacorp.com
\$28+State Fees.
Fast, Cheap, Reliable
 - California Incorp**
www.amafile.com/
Only \$31 + state fe
1000's formed annu
 - BusFilings - Official**
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Plans and Pricing Website Page - Control

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Help
Search

Plans & Pricing

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	Free Membership	Basic Legal Plan	Pro Legal Plan Best Deal
	Try It Free	<input checked="" type="radio"/> Annual: \$9.99/mon.* <input type="radio"/> Monthly: \$19.95/mon.* <div style="text-align: center; margin-top: 5px;">Sign Up</div>	<input checked="" type="radio"/> Annual: \$33.25/mon.* <input type="radio"/> Monthly: \$39.95/mon.* <div style="text-align: center; margin-top: 5px;">Sign Up</div>
Features		Try It Free	Try It Free
Create Legal documents	Free Letters & Forms	Personal	Professional & Personal
Get documents reviewed by local attorneys		Personal	Professional & Personal
Free help from local attorneys		Personal	Professional & Personal
Legal health tools	✓	✓	✓
Access your documents instantly	✓	✓	✓
Personalized next steps	✓	✓	✓
Edit, share and print		✓	✓
Free document eSign service		✓	✓

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

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Terms of Service Website Page - Control

Rocket Lawyer On Call® Terms of Service

Free Help From Local Attorneys is Provided Only to Eligible Members
You are entitled to receive free help from local attorneys only if you are an Eligible Member. "Eligible Member" includes any individual who either (a) purchases three (3) consecutive months of a Rocket Lawyer monthly Legal Plan, or (b) purchases a Rocket Lawyer annual Legal Plan.

Agreement between You and Rocket Lawyer Incorporated

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

Rocket Lawyer On Call® & Legal Plans

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

For the purposes of this Agreement:

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

Benefits & Features

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

- A set limit of free consultations with a Service Provider per year;
- A set limit of legal document reviews up to ten (10) pages each:
 - Legal documents will be eligible for review if such documents meet the 10-page maximum requirement and such documents have the same font size and style as generated by the RocketLawyer.com website ("Legal Document Requirements"). Legal documents that do not meet the Legal Document Requirements may be reviewed at the Service Provider's discounted rate;
- Review of a Simple Will for the Eligible Member and his or her family, as well as update the Will annually for free. A Simple Will is a last will and testament completed on the Rocket Lawyer site distributing personal property and homestead, not involving trusts, specific bequests, real estate, tax matters, guardianships, living wills, health care proxies or partitions; and,
- Assistance in resolving matters with certain government programs, such as INS and welfare.
- When deemed appropriate by the Service Provider, such Service Provider may:
 - write letters on the Eligible Member's behalf (one letter per legal matter up to two (2) pages, with no limit on the number of new legal matters);
 - make phone calls on the Eligible Member's behalf (one phone call per legal matter, with no limit on the number of new legal matters);
 - provide assistance with small claims court matters.
- Additional details about your plan coverage can be found by calling 888-627-1192 or by visiting <http://www.rocketlawyer.com/plans-pricing.r1> while logged into your account.

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

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

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

**Exhibit 4:
Comparison of Test and Control Images for Survey**

Yahoo Ad - Test

Hi, Guest | Sign in | Help Mail | Yahoo!

YAHOO! legal zoom llc Options ▾

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Yahoo Ad - Control

Hi, Guest | Sign in | Help Mail | Yahoo!

YAHOO! legal zoom llc Options ▾

1,090,008 results

WEB IMAGES VIDEO SHOPPING APPS BLOGS MORE ▾

FILTER BY TIME

- Anytime
- Past day
- Past week
- Past month

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Form LLC. Incorporate Your Business at Rocket Lawyer. No Service Fees, Only State Fees. Start Today
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LLC (Limited Liability Company) - LLC Formation & Business...
Forming an LLC can protect your assets by limiting your personal liabilities. Start your Limited Liability Company formation online in 3 simple steps.
[www.legalzoom.com/limited-liability-company/limited...](#)

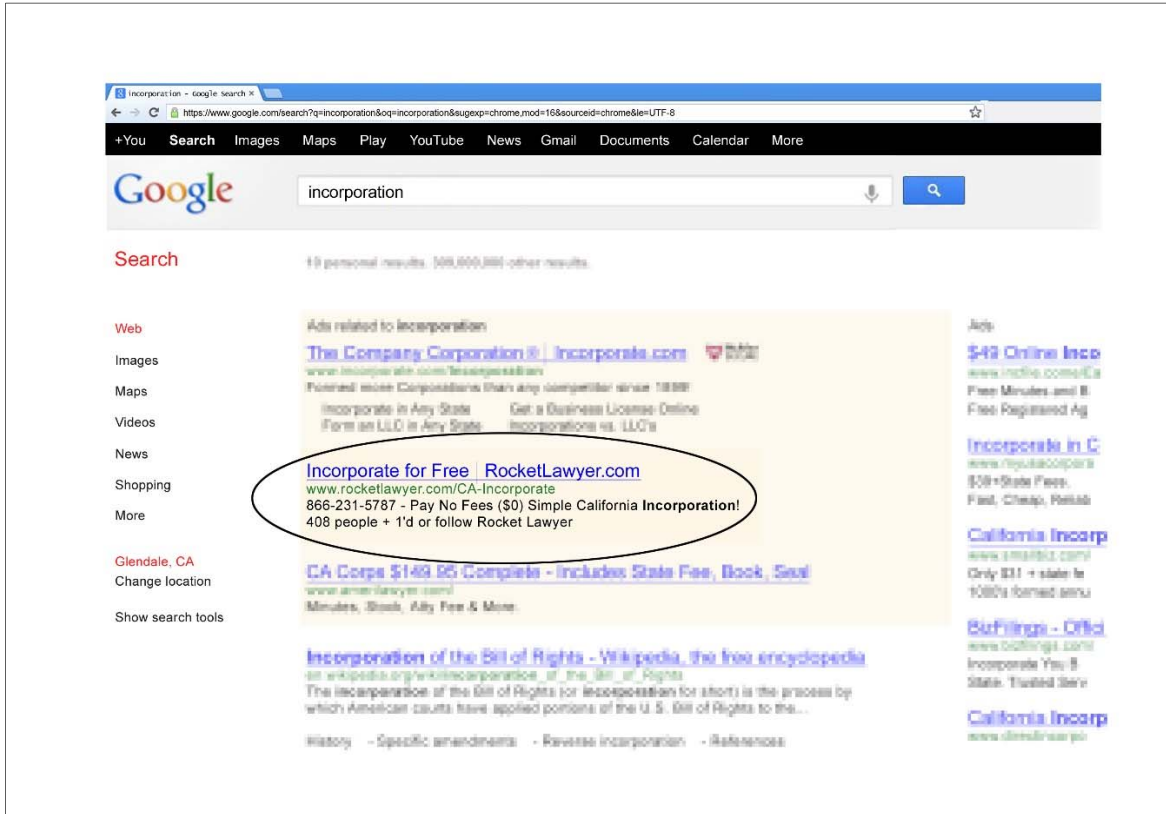
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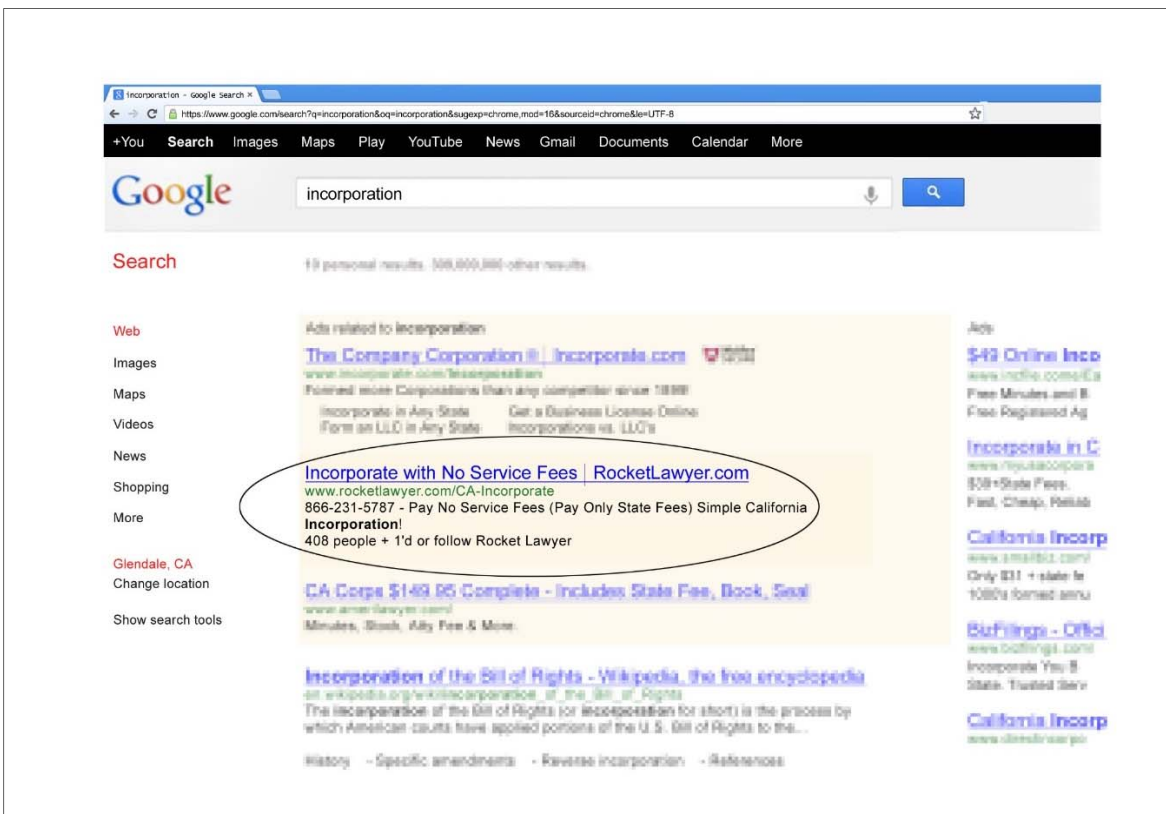
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Google Ad - Test



Google Ad - Control



Plans and Pricing Website Page – Test (Top of full image from the survey)

(877) 881-0947 or
[Login](#) | [Sign up](#)

Personal Business Find a lawyer Pricing Help
Search

Plans & Pricing

	Free Membership	Basic Legal Plan	Pro Legal Plan Best Deal
	Try It Free	<input checked="" type="radio"/> Annual: \$9.99/mon.* <input type="radio"/> Monthly: \$19.95/mon.* <input type="button" value="Sign Up"/> Try It Free	<input checked="" type="radio"/> Annual: \$33.25/mon.* <input type="radio"/> Monthly: \$39.95/mon.* <input type="button" value="Sign Up"/> Try It Free
Features			
Create Legal documents	Free Letters & Forms	Personal	Professional & Personal
Get documents reviewed by local attorneys		Personal	Professional & Personal
Free help from local attorneys		Personal	Professional & Personal
Legal health tools	✓	✓	✓
Access your documents instantly	✓	✓	✓
Personalized next steps	✓	✓	✓
Edit, share and print		✓	✓
Free document eSign service		✓	✓

Plans & Pricing Website Page – Control (Top of full image from the survey)

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

Personal Business Find a lawyer Pricing Help
Search

Plans & Pricing

You can receive free help from local attorneys only if you purchase at least 3 months of a Basic Legal Plan or a Pro Legal Plan.

	Free Membership	Basic Legal Plan	Pro Legal Plan Best Deal
	Try It Free	<input checked="" type="radio"/> Annual: \$9.99/mon.* <input type="radio"/> Monthly: \$19.95/mon.* <input type="button" value="Sign Up"/> Try It Free	<input checked="" type="radio"/> Annual: \$33.25/mon.* <input type="radio"/> Monthly: \$39.95/mon.* <input type="button" value="Sign Up"/> Try It Free
Features			
Create Legal documents	Free Letters & Forms	Personal	Professional & Personal
Get documents reviewed by local attorneys		Personal	Professional & Personal
Free help from local attorneys		Personal	Professional & Personal
Legal health tools	✓	✓	✓
Access your documents instantly	✓	✓	✓
Personalized next steps	✓	✓	✓
Edit, share and print		✓	✓
Free document eSign service		✓	✓

Terms of Service Website Page – Test (Top of full image from the survey)

Rocket Lawyer On Call® Terms of Service

Agreement between You and Rocket Lawyer Incorporated

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

Terms of Service Website Page – Control (Top of full image from the survey)

Rocket Lawyer On Call® Terms of Service

Free Help From Local Attorneys is Provided Only to Eligible Members

You are entitled to receive free help from local attorneys only if you are an Eligible Member. "Eligible Member" includes any individual who either (a) purchases three (3) consecutive months of a Rocket Lawyer monthly Legal Plan, or (b) purchases a Rocket Lawyer annual Legal Plan.

Agreement between You and Rocket Lawyer Incorporated

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

**Exhibit 5:
Survey Screeners and Main Questionnaire**

Online Advertising Study
Consumer Screener

[DO NOT ALLOW RESPONDENTS TO GO BACK TO ANY PREVIOUS QUESTION.]

Thank you very much for agreeing to participate in our survey. If you need glasses or contact lenses to see the screen clearly, please wear them to complete the survey. Please answer every question honestly and to the best of your ability. There are no right or wrong answers; we are only interested in your opinions.

On any question, if you don't know how to answer, it is all right to indicate that you don't know or you are not sure. Please do not guess and please do not consult any other person or source, such as the Internet, while you complete this survey.

Your individual responses are confidential and will not be shared with anyone.

Also, please do not use your browser's Back button to return to a prior question or your survey will be terminated.

A. What is your gender? **(Select one response.)**

- Male
- Female
- Prefer not to answer

[IF QUOTA AVAILABLE, CONTINUE. IF "PREFER NOT TO ANSWER" OR QUOTA FILLED, TERMINATE AND SKIP TO Q.100]

B. Please enter the zip code of your home address.

[_____]
[FORCE 5-DIGIT NUMERIC RESPONSE]

[IF QUOTA IS AVAILABLE FOR Q.B THEN CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

C. What is your age? **(Select one response.)**

- Younger than 21 years old
- 21 to 34 years old
- 35 to 49 years old
- 50 to 69 years old
- Older than 69 years old
- Prefer not to answer

[IF Q.C = "YOUNGER THAN 21 YEARS OLD," "OLDER THAN 69 YEARS OLD," OR "PREFER NOT TO ANSWER" OR AGE QUOTA FILLED, TERMINATE AND SKIP TO Q.100. OTHERWISE CONTINUE.]

D. **[THERE IS NO Q.D.]**

- E. Which, if any, of the following services have you purchased in the past 2 years for yourself or for other members of your household? For each service listed, please answer **[ROTATE: yes, I have purchased that service in the past 2 years; no, I have not purchased that service in the past 2 years,]** or I don't know. **(Select one response for each service.)**

Responses

[MATCH ORDER OF RESPONSES TO Q.E]

- Yes, I have purchased that service in the past 2 years
- No, I have not purchased that service in the past 2 years
- I don't know

Services

[ROTATE ORDER OF SERVICES]

- Legal services, such as preparing legal documents or providing legal advice
- Medical services, such as performing check-ups, surgery, or physical therapy
- Accounting services, such as preparing tax returns or providing audit support
- Dental services, such as performing exams, conducting cleanings, or filling cavities

[IF YES TO LEGAL SERVICES IN Q.E, ASK Q.F. IF NOT THEN SKIP TO Q.G.]

- F. Which, if any, of the following types of legal services have you purchased in the past 2 years for yourself or for others in your household? For each type of legal service, please answer **[ROTATE TO MATCH Q.E: yes, I have purchased this service; no, I have not purchased this service,]** or I don't know. **(Select one response for each service.)**

Responses

[ROTATE RESPONSES TO MATCH Q.E WITH "DON'T KNOW" LAST.]

- Yes, I have purchased this service
- No, I have not purchased service
- I don't know

Services

[RANDOMIZE ORDER OF SERVICES WITH NONE AND DON'T KNOW LAST.]

- Services to incorporate a business or form a business entity
- Services to lease real estate
- Services to obtain loans or make purchases

- G. Which, if any, of the following services are you likely to consider purchasing in the next 2 years for yourself or for other members of your household? For each service listed, please answer **[ROTATE TO MATCH Q.E: yes, I am likely to consider purchasing that service in the next 2 years; no, I am not likely to consider purchasing that service in the next 2 years,] or I don't know. (Select one response for each service.)**

Responses

[MATCH ORDER OF RESPONSES TO Q.E]

- Yes, I am likely to consider purchasing that service in the next 2 years
- No, I am not likely to consider purchasing that service in the next 2 years
- I don't know

Services

[MATCH ORDER OF SERVICES TO Q.E]

- Legal services, such as preparing legal documents or providing legal advice
- Medical services, such as performing check-ups, surgery, or physical therapy
- Accounting services, such as preparing tax returns or providing audit support
- Dental services, such as performing exams, conducting cleanings, or filling cavities

[IF YES TO LEGAL SERVICES IN Q.G, ASK Q.H; OTHERWISE, SKIP TO INSTRUCTION BEFORE Q.I.]

- H. Which, if any, of the following types of legal services are you likely to consider purchasing in the next 2 years, for yourself or for others in your household? For each type of legal service, please answer **[ROTATE TO MATCH Q.E: yes, I am likely to consider purchasing this service; no, I am not likely to consider purchasing this service,] or I don't know. (Select one response for each service.)**

Responses

[ROTATE RESPONSES TO MATCH Q.E WITH "DON'T KNOW" LAST.]

- Yes, I am likely to consider purchasing this service
- No, I am not likely to consider purchasing this service
- I don't know

Services

[RANDOMIZE ORDER OF SERVICES WITH NONE AND DON'T KNOW LAST.]

- Services to incorporate a business or form a business entity
- Services to lease real estate
- Services to obtain loans or make purchases

[MUST ANSWER YES TO LEGAL SERVICES IN Q.E OR Q.G TO CONTINUE. IF NOT, TERMINATE AND SKIP TO Q.100.]

- I. What is your role in selecting providers for legal services for yourself and others in your household? **(Select one response.)**

[ROTATE ORDER FROM TOP TO BOTTOM AND BOTTOM TO TOP, KEEPING “DON’T KNOW” LAST.]

- I am the primary decision-maker
- I share in the decisions with others
- I have some influence
- I have little or no involvement
- I don't know

[IF Q.I = “PRIMARY” OR “SHARE,” CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

- J. Which, if any, of the following sources are you likely to use to locate a provider of legal services for yourself or others in your household? For each source, please answer **[ROTATE TO MATCH Q.E:** yes, I am likely to use this source; no, I am not likely to use this source,] or I don't know. **(Select one response for each source.)**

Responses

[MATCH ORDER TO Q.E.]

- Yes, I am likely to use this source
- No, I am not likely to use this source
- I don't know

Information Sources

[RANDOMIZE ORDER WITH NONE AND DON'T KNOW LAST.]

- The Internet
- Yellow Pages
- Recommendations from friends or family
- Newspapers or magazines

[IF Q.J = “YES” FOR “INTERNET,” CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

- K. Would you consider purchasing legal services for yourself or for others in your household through a website? **(Select one response.)**

[MATCH ORDER TO Q.E.]

- Yes
- No
- Don't know/Not sure

[IF Q.K = “YES,” CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

L. Have you participated in any survey about legal services or legal providers during the past month? **(Select one response.)**

[MATCH ORDER TO Q.E.]

- Yes
- No
- Don't know/Not sure

[IF Q.L = "NO," CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

M. Do you or does anyone in your household work for any of the following types of companies? **(Select one response for each type of company.)**

Responses

[MATCH ORDER TO Q.E.]

- Yes
- No
- I don't know

Companies

[RANDOMIZE ORDER OF COMPANIES.]

- Advertising or public relations
- Marketing research
- Law firm or other type of legal services provider

[IF Q.M = "NO" FOR ALL INDUSTRIES, CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

N. Do you usually wear eyeglasses or contact lenses when you surf the Internet? **(Select one response.)**

[MATCH ORDER TO Q.E.]

- Yes
- No

[IF Q.N = "YES," CONTINUE. OTHERWISE, SKIP TO Q.P.]

O. Are you wearing your eyeglasses or contact lenses? **(Select one response.)**

[MATCH ORDER TO Q.E.]

- Yes
- No

[IF Q.O = "YES," CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

P. Please indicate below the device you are using to take this survey. **(Select one response.)**

[ROTATE ORDER OF RESPONSES BELOW WITH OTHER TYPE OF DEVICE AND DON'T KNOW ALWAYS LAST]

Laptop computer

Desktop computer

Tablet

Smartphone

Other type of device not listed above

Don't know/not sure

[IF "LAPTOP COMPUTER" OR "DESKTOP COMPUTER" SELECTED IN Q.P, CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

[RANDOMLY ASSIGN CONSUMER RESPONDENTS TO CELLS 1-8]

Online Advertising Study
Business Screener

[DO NOT ALLOW RESPONDENTS TO GO BACK TO ANY PREVIOUS QUESTION.]

Thank you very much for agreeing to participate in our survey. If you need glasses or contact lenses to see the screen clearly, please wear them to complete the survey. Please answer every question honestly and to the best of your ability. There are no right or wrong answers; we are only interested in your opinions.

On any question, if you don't know how to answer, it is all right to indicate that you don't know or you are not sure. Please do not guess and please do not consult any other person or source, such as the Internet, while you complete this survey.

Your individual responses are confidential and will not be shared with anyone.

Also, please do not use your browser's Back button to return to a prior question or your survey will be terminated.

A. What is your employment status? **(Select one response.)**

- Self-employed
- Employed full-time
- Employed part-time
- Homemaker
- Retired
- Unemployed
- Prefer not to answer

[IF "SELF-EMPLOYED", "FULL TIME", OR "PART TIME", CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

B. Please enter the zip code of your business address.

[_____]
[FORCE 5-DIGIT NUMERIC RESPONSE]

[IF QUOTA IS AVAILABLE FOR Q.B THEN CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

C. What is your age? **(Select one response.)**

- Younger than 21 years old
- 21 to 34 years old
- 35 to 49 years old
- 50 to 69 years old
- Older than 69 years old
- Prefer not to answer

[IF Q.C IS “YOUNGER THAN 21 YEARS OLD,” “OLDER THAN 69 YEARS OLD,” OR “PREFER NOT TO ANSWER,” TERMINATE. OTHERWISE CONTINUE.]

D. How many employees work at the company or organization where you are employed? Please include all employees at all locations of the company or organization. **(Select one response.)**

- 1 to 9 employees
- 10 to 19 employees
- 20 to 99 employees
- 100 employees or larger
- Prefer not to answer

[IF Q.D = “1 TO 9” OR “10 TO 19”, CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

E. Which, if any, of the following services have you purchased for your company or organization in the past 2 years? For each service listed, please answer **[ROTATE: yes, I have purchased that service for my company or organization in the past 2 years; no, I have not purchased that service for my company or organization in the past 2 years,] or I don't know. **(Select one response for each service.)****

Responses

[MATCH ORDER OF RESPONSES TO Q.E.]

- Yes, I have purchased that service for my company or organization in the past 2 years
- No, I have not purchased that service for my company or organization in the past 2 years
- I don't know

Services

[ROTATE ORDER OF SERVICES]

- Legal services, such as preparing legal documents or providing legal advice
- Consulting services, such as providing management advice or technology support
- Accounting services, such as preparing tax returns or providing audit support
- Insurance services, such as reviewing policies or processing claims

[IF YES TO LEGAL SERVICES IN Q.E, ASK Q.F. IF NOT THEN SKIP TO Q.G.]

- F. Which, if any, of the following types of legal services have you purchased for your company or organization in the past 2 years? For each type of legal service, please answer **[ROTATE TO MATCH Q.E: yes, I have purchased this service; no, I have not purchased this service,] or I don't know. (Select one response for each service.)**

Responses

[ROTATE RESPONSES TO MATCH Q.E WITH "DON'T KNOW" LAST.]

- Yes, I have purchased this service
- No, I have not purchased service
- I don't know

Services

[RANDOMIZE ORDER OF SERVICES WITH NONE AND DON'T KNOW LAST.]

- Services to incorporate a business or form a business entity
- Services to lease real estate
- Services to obtain loans or make purchases

- G. Which, if any, of the following services are you likely to consider purchasing for your company or organization in the next 2 years? For each service listed, please answer **[ROTATE TO MATCH Q.E: yes, I am likely to consider purchasing that service for my company or organization in the next 2 years; no, I am not likely to consider purchasing that service for my company or organization in the next 2 years,] or I don't know. (Select one response for each service.)**

Responses

[MATCH ORDER OF RESPONSES TO Q.E]

- Yes, I am likely to consider purchasing that service for my company or organization in the next 2 years
- No, I am not likely to consider purchasing that service for my company or organization in the next 2 years
- I don't know

Services

[MATCH ORDER OF SERVICES TO Q.E]

- Legal services, such as preparing legal documents or providing legal advice
- Consulting services, such as providing management advice or IT support
- Accounting services, such as preparing tax returns or providing audit support
- Insurance services, such as reviewing policies or processing claims

[IF YES TO LEGAL SERVICES IN Q.G, ASK Q.H; OTHERWISE, SKIP TO INSTRUCTION BEFORE Q.I.]

- H. Which, if any, of the following types of legal services are you likely to consider purchasing in the next 2 years for your company or organization? For each type of legal service, please answer **[ROTATE TO MATCH Q.E: yes, I am likely to consider purchasing this service; no, I am not likely to consider purchasing this service,] or I don't know. (Select one response for each service.)**

Responses

[ROTATE RESPONSES TO MATCH Q.E WITH "DON'T KNOW" LAST.]

- Yes, I am likely to consider purchasing this service
- No, I am not likely to consider purchasing this service
- I don't know

Services

[RANDOMIZE ORDER OF SERVICES WITH NONE AND DON'T KNOW LAST.]

- Services to incorporate a business or form a business entity
- Services to lease real estate
- Services to obtain loans or make purchases

[MUST ANSWER YES TO LEGAL SERVICES IN Q.E OR Q.G TO CONTINUE. IF NOT, TERMINATE AND SKIP TO Q.100.]

- I. What is your role in selecting providers for legal services for your company or organization? **(Select one response.)**

[ROTATE ORDER FROM TOP TO BOTTOM AND BOTTOM TO TOP, KEEPING "DON'T KNOW" LAST.]

- I am the primary decision-maker
- I share in the decisions with others
- I have some influence
- I have little or no involvement
- I don't know

[IF Q.I = "PRIMARY" OR "SHARE," CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

- J. Which, if any, of the following sources are you likely to use to locate a provider of legal services for your company or organization? For each source, please answer **[ROTATE TO MATCH Q.E: yes, I am likely to use this source; no, I am not likely to use this source,] or I don't know. (Select one response for each source.)**

Responses

[MATCH ORDER TO Q.E.]

- Yes, I am likely to use this source
- No, I am not likely to use this source
- I don't know

Information Sources

[RANDOMIZE ORDER WITH NONE AND DON'T KNOW LAST.]

- The Internet
- Yellow Pages
- Recommendations from friends or family
- Newspapers or magazines

[IF Q.J = "YES" FOR "INTERNET," CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

K. Would you consider purchasing legal services for your company or for your organization through a website? **(Select one response.)**

[MATCH ORDER TO Q.E.]

- Yes
- No
- Don't know/Not sure

[IF Q.K = "YES," CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

L. Have you participated in any survey about legal services or legal providers during the past month? **(Select one response.)**

[MATCH ORDER TO Q.E.]

- Yes
- No
- Don't know/Not sure

[IF Q.L = "NO," CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

M. Do you or does anyone in your household work for any of the following types of companies? **(Select one response for each type of company.)**

Responses

[MATCH ORDER TO Q.E.]

- Yes
- No
- I don't know

Companies

[RANDOMIZE ORDER OF COMPANIES.]

- Advertising or public relations
- Marketing research
- Law firm or other type of legal services provider

[IF Q.M = "NO" FOR ALL INDUSTRIES, CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

N. Do you usually wear eyeglasses or contact lenses when you surf the Internet? **(Select one response.)**

[MATCH ORDER TO Q.E.]

- Yes
- No

[IF Q.N = "YES," CONTINUE. OTHERWISE, SKIP TO Q.P.]

O. Are you wearing your eyeglasses or contact lenses? **(Select one response.)**

[MATCH ORDER TO Q.E.]

- Yes
- No

[IF Q.O = "YES," CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

P. Please indicate below the device you are using to take this survey. **(Select one response.)**

[ROTATE ORDER OF RESPONSES BELOW WITH OTHER TYPE OF DEVICE AND DON'T KNOW ALWAYS LAST]

- Laptop computer
- Desktop computer
- Tablet
- Smartphone
- Other type of device not listed above
- Don't know/not sure

[IF "LAPTOP COMPUTER" OR "DESKTOP COMPUTER" SELECTED IN Q.P, CONTINUE. OTHERWISE, TERMINATE AND SKIP TO Q.100.]

[RANDOMLY ASSIGN CONSUMER RESPONDENTS TO CELLS 9-16]

Online Advertising Study
Main Questionnaire

Cell	Group	Stimulus
1	Consumer	Ad 100
2	Consumer	Ad 200
3	Consumer	Website 300
4	Consumer	Website 400A&B
5	Consumer	Ad 101
6	Consumer	Ad 201
7	Consumer	Website 301
8	Consumer	Website 401A&B
9	Business	Ad 100
10	Business	Ad 200
11	Business	Website 300
12	Business	Website 400A&B
13	Business	Ad 101
14	Business	Ad 201
15	Business	Website 301
16	Business	Website 401A&B

[INTRODUCTION FOR CELLS 1, 2, 5, 6, 9, 10, 13, 14]

On the next screen, you will see an ad for legal services. The ad appears in search results from an online search engine. Other ads on the page have been blurred. Please focus only on the circled ad, which is the subject of this survey.

Please review the ad as you would if you were considering purchasing legal services. You might need to scroll to see the entire ad. You may take as long as you like to look at it. When you are done looking at the ad, please click the "Continue" button.

[INTRODUCTION FOR CELLS 3, 7, 11, 15]

On the next screen, you will see a page from a website offering legal services. Please review the website page as you would if you were considering purchasing legal services. You might need to scroll to see the entire website page. You may take as long as you like to look at it. When you are done looking at the website page, please click the "Continue" button.

[INTRODUCTION FOR CELLS 4, 8, 12, 16]

On the next two screens, you will see two website pages. Both pages are from the same website. The first page describes legal services offered by a company, and the second page lists some of the terms for those legal services.

Please review both website pages as you would if you were considering purchasing legal services. You might need to scroll to see the entire website pages. You may take as long as you like. Click the "Continue" button to see the first page. When you are done looking at that page, please click the "Continue" button again to review the terms for services described on the first page.

[ON THE NEXT SCREEN SHOW STIMULUS APPROPRIATE TO MATCH CELL. ALSO SHOW "Continue" button. FOR CELLS 4, 8, 12, 16, DISPLAY THE "A" IMAGE FIRST, THEN THE "B" IMAGE.]

[AFTER CONTINUE IS PRESSED KEEP THE STIMULUS ON SCREEN IN THUMBNAIL SIZE WITH "CLICK TO EXPAND" AVAILABLE. PLACE THE TEXT "You may click to expand" BELOW THE STIMULUS. FOR CELLS 4, 8, 12, 16, DISPLAY "click to expand" IMAGES FOR BOTH THE "A" IMAGE AND THE "B" IMAGE.]

You will now be asked some questions about the material you just reviewed. The [CELLS 1, 2, 5, 6, 9, 10, 13, 14: ad; CELLS 3, 7, 11, 15,: website page; CELLS 4, 8, 12, 16: website pages] will stay on screen for the remainder of the survey. You may click on [CELLS 1, 2, 3, 5, 6, 7, 9, 10, 11, 13, 14, 15: it; CELLS 4, 8, 12, 16: either one] at any time to expand the image.

On any question, if you don't know how to answer, it is all right to indicate that you don't know or you are not sure. Please do not guess and please do not consult any other person or source, such as the Internet, while you complete this survey.

1. What are the main messages that the [CELLS 1, 2, 5, 6, 9, 10, 13, 14: ad states or implies; CELLS 3, 7, 11, 15: website page states or implies; CELLS 4, 8, 12, 16: website pages state or imply]? Please be as specific as possible.

[RESPONDENT MUST ANSWER Q.1]

2. What other messages, if any, [CELLS 1, 2, 5, 6, 9, 10, 13, 14: does the ad; CELLS 3, 7, 11, 15: does the website page; CELLS 4, 8, 12, 16: do the website pages] state or imply?

[RESPONDENT MUST ANSWER Q.2]

**[CELLS 1, 2, 5, 6, 9, 10, 13, 14, ASK Q.3, AND Q.4
CELLS 3, 4, 7, 8, 11, 12, 15, 16, SKIP TO INSTRUCTION BEFORE Q.5.]**

3. Although you may have already mentioned this, does or doesn't the ad communicate or imply that you can incorporate a business through this service without paying any fees to any organization or entity? **(Select one response.)**

[MATCH ORDER TO Q.E. KEEP "DON'T KNOW" LAST.]

Yes, the ad does communicate or imply that you can incorporate a business without paying any fees

No, the ad does not communicate or imply that you can incorporate a business without paying any fees

I don't know or am not sure

4. If you were selecting a service provider to incorporate a business, would the amount of fees you pay affect your decision regarding which service provider to select? **(Select one response.)**

[MATCH ORDER TO Q.E. KEEP "DON'T KNOW" LAST.]

Yes

No

I don't know or am not sure

**[CELLS 3, 4, 7, 8, 11, 12, 15, 16, ASK Q.5 AND Q.6.
CELLS 1, 2, 5, 6, 9, 10, 13, 14, SKIP TO Q.9.]**

5. Although you may have already mentioned this, [CELLS 3, 7, 11, 15: does or doesn't the website page; CELLS 4, 8, 12, 16: do or don't the website pages] communicate or imply that you can try a membership without paying any fees to any organization or entity? **(Select one response.)**

[MATCH ORDER TO Q.E. KEEP "DON'T KNOW" LAST.]

Yes, [CELLS 3, 7, 11, 15: the website page does; CELLS 4, 8, 12, 16: the website pages do] communicate or imply that you can try a membership without paying any fees

No, [CELLS 3, 7, 11, 15: the website page does not; CELLS 4, 8, 12, 16: the website pages do not] communicate or imply that you can try a membership without paying any fees

I don't know or am not sure

6. Based solely on your review of the [CELLS 3, 7, 11, 15: website page, CELLS 4, 8, 12, 16: website pages,] who can obtain free help from a local attorney? **(Select all that apply.)**

Anyone [EXCLUSIVE]

Anyone who has signed up for a Free Membership

Anyone who has signed up for a Basic Legal Plan

Anyone who has signed up for a Pro Legal Plan

None of the above [EXCLUSIVE]

I don't know [EXCLUSIVE]

[IF Q.6 = "BASIC" OR "PRO," ASK Q.7. OTHERWISE SKIP TO Q.8.]

7. Does a member have to pay for a Basic Legal Plan or Pro Legal Plan before they can get free help from a local attorney? **(Select one response.)**

[MATCH ORDER TO Q.E. KEEP "DON'T KNOW" LAST.]

Yes, they do have to pay

No, they do not have to pay

I don't know

[CELLS 3, 4, 7, 8, 11, 12, 15, 16, ASK Q.8; OTHERWISE SKIP TO Q.9]

8. Would having to pay for a membership before getting free help from a local attorney affect your decision regarding whether to use this website's services? **(Select one response.)**

[MATCH ORDER TO Q.E. KEEP "DON'T KNOW" LAST.]

Yes, it would affect my decision

No, it would not affect my decision

I don't know or am not sure

9. Please enter the ZIP code of your [CELLS 1-8: home; CELLS 9-16: business] address.

[5 DIGIT NUMERIC RESPONSE]

[_____]

[IF ZIP CODE IN Q.9 DOES NOT MATCH TO Q.B, ASK Q.10; IF IT DOES MATCH, SKIP TO Q.11]

10. To verify, please re-enter the ZIP code of your [CELLS 1-8: home; CELLS 9-16: business] address.

[5 DIGIT NUMERIC RESPONSE]

[_____]

[IF ASKED, ZIP CODE IN Q.10 MUST MATCH ZIP CODE IN Q.B. IF NOT, TERMINATE AND SKIP TO Q.100.]

11. Please read the statement that follows and click either "I Agree" or "I Disagree". If any portion of the statement is not true, please click "I Disagree".

STATEMENT

I am the person who was invited to participate in this survey. I completed this survey myself, without assistance or advice from any other person or source, and in accordance with the instructions provided in the survey. The answers I have given are truthful expressions of my situation and opinions.

I Agree

I Disagree

Your response to the above statement will not affect your rewards for completing the survey.

[THANK AND REWARD RESPONDENT FOR COMPLETION, REGARDLESS OF ANSWER TO Q.11. TERMINATE RESPONDENTS THAT ANSWERED "I DISAGREE", BUT DO NOT SKIP THEM TO Q.100.]

Thank you for completing our survey.

[SHOW Q.100 ONLY IF TERMINATED. DO NOT SHOW IF TERMINATED AT Q11.]

Q.100 Thank you for your interest in this survey. However, we are looking for individuals with specific qualifications.

EXHIBIT E

EXHIBIT E

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

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

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

17 Plaintiff,

18 v.

19 ROCKET LAWYER
20 INCORPORATED, a Delaware
corporation,

21 Defendant.
22

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

**ROCKET LAWYER
INCORPORATED'S SECOND
SUPPLEMENTAL OBJECTIONS
AND RESPONSES TO PLAINTIFF'S
FIRST SET OF SPECIAL
INTERROGATORIES**

**[CONTAINS HIGHLY
CONFIDENTIAL – ATTORNEYS'
EYES ONLY INFORMATION]**

Judge: Judge Gary A. Feess
Action Filed: November 20, 2012

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure,
2 Defendant Rocket Lawyer Incorporated (“Rocket Lawyer”) hereby supplements its
3 responses to Plaintiff LegalZoom.com, Inc.’s (“LegalZoom”) First Set of Special
4 Interrogatories (Nos. 1-24).

5 GENERAL OBJECTIONS

6 1. Rocket Lawyer objects to the Interrogatories to the extent that they seek
7 information protected by the attorney-client privilege, the attorney work product
8 protection and/or any other privilege or protection from discovery. Rocket Lawyer
9 will not provide any such information. Any production of such information is
10 inadvertent, is not intended to, and does not constitute a waiver of the privilege or
11 protection.

12 2. No response admits to the existence, relevance, characterization, or
13 admissibility of any information, and does not waive any objection to the
14 admissibility of any information disclosed.

15 3. Rocket Lawyer’s responses are made solely for the purpose of and in
16 relation to this action. Each response is given subject to all appropriate objections
17 (including but not limited to objections concerning privilege, competency,
18 relevancy, materiality, propriety and admissibility). All objections are reserved and
19 may be interposed at any time.

20 4. Rocket Lawyer incorporates by reference each and every general objection
21 set forth below into each and every specific response. The failure to include any
22 general objection in any specific response shall not be interpreted as a waiver of any
23 general objection to that response.

24 5. Rocket Lawyer objects to the definition of “ROCKET LAWYER
25 PRODUCTS AND SERVICES” as vague and inaccurate because Rocket Lawyer is
26 a service, not a product.

27 6. Rocket Lawyer objects to each and every Interrogatory, and to Plaintiffs’
28 instructions and definitions, to the extent that they purport to impose additional

1 burdens or duties on Rocket Lawyer that exceed the scope of reasonable and
2 permissible discovery under the Federal Rules of Civil Procedure, the Local Civil
3 Rules for the Central District of California or the Individual Rules of the Court
4 hearing this matter.

5 7. Rocket Lawyer object to any Interrogatory that seeks information beyond
6 the applicable statute of limitations. All responses shall be construed to seek only
7 information from November 20, 2008 to September 30, 2013.

8 8. Rocket Lawyer's responses are premised on Rocket Lawyer's
9 understanding that Plaintiff seeks only information within Rocket Lawyer's
10 possession, custody and control, and are based only on the knowledge of current
11 employees of Rocket Lawyer. Discovery in this action is ongoing, and Rocket
12 Lawyer reserves the right to amend and/or supplement these responses to Plaintiff's
13 First Set of Special Interrogatories.

14 **DEFENDANT'S SPECIFIC OBJECTIONS AND REPOSES**

15 **INTERROGATORY NO. 4:**

16 IDENTIFY all ROCKETLAWYER FREE ADVERTISEMENTS published
17 by you since January 1, 2008.

18 **RESPONSE TO INTERROGATORY NO. 4:**

19 Rocket Lawyer objects to this Interrogatory as overly broad and unduly
20 burdensome. Rocket Lawyer also objects to this Interrogatory to the extent that it
21 purports to be a request for production. Rocket Lawyer further objects to this
22 Interrogatory to the extent it seeks information that is confidential or proprietary in
23 nature, or that constitutes protected commercial and/or trade secret information.

24 Rocket Lawyer refers Plaintiff to the data produced in response to the parties'
25 pre-mediation discovery stipulation and documents to be produced in response to
26 Requests for Production Nos. 1, 17, 19, and 46.

27 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

28 Rocket Lawyer incorporates its General Objections and Response to

1 Interrogatory No. 4. Rocket Lawyer also states that it will supplement this response
2 to identify its advertisements containing the word “free” published between
3 November 20, 2008 to September 2013 once such advertisements have been
4 reviewed and produced.

5 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

6 Rocket Lawyer incorporates its General Objections and Responses to
7 Interrogatory No. 4. Rocket Lawyer refers LegalZoom to the spreadsheets it has
8 produced, Bates RLI0007916-RLI0007925, which contain Rocket Lawyer’s search
9 engine advertisements for the services at issue in this litigation. Rocket Lawyer has
10 expressed to LegalZoom many times that information relating to Rocket Lawyer
11 free advertisements for services other than business formation, free trial
12 memberships, free help from local attorneys, and free legal review is not relevant
13 and/or reasonably calculated to lead to the discovery of admissible evidence as there
14 are no allegations relating to those services.

15 **INTERROGATORY NO. 7:**

16 IDENTIFY all LEGALZOOM TRIGGERED FREE ADVERTISEMENT
17 published by you since January 1, 2008.

18 **RESPONSE TO INTERROGATORY NO. 7:**

19 Rocket Lawyer objects to this Interrogatory as overly broad and unduly
20 burdensome. Rocket Lawyer also objects to the extent that this Interrogatory
21 purports to be a request for production and is nonsensical in that Rocket Lawyer
22 cannot discern what information LegalZoom seeks. Rocket Lawyer further objects
23 to this Interrogatory to the extent it seeks information that is confidential or
24 proprietary in nature, or that constitutes protected commercial and/or trade secret
25 information.

26 Rocket Lawyer refers Plaintiff to the data produced in response to the parties’
27 pre-mediation discovery stipulation and the documents it will produce in response to
28 Requests for Production Nos. 1, 5, 9, 27, and 46.

1 Ads are created and maintained collaboratively by Rocket Lawyer staff and
2 an outside agency, PPC Associates.

3 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7:**

4 Rocket Lawyer incorporates its General Objections and Responses to
5 Interrogatory No. 7. Rocket Lawyer refers LegalZoom to the spreadsheets it has
6 produced, Bates RLI0007916-RLI0007925 which contain Rocket Lawyer's search
7 engine advertisements for the services at issue in this litigation, including separate
8 sheets for the relevant ads placed on LegalZoom keywords. Rocket Lawyer has
9 expressed to LegalZoom many times that information relating to Rocket Lawyer
10 free advertisements for services other than business formation, free trial
11 memberships, free help from local attorneys, and free legal review is not relevant
12 and/or reasonably calculated to lead to the discovery of admissible evidence as there
13 are no allegations relating to those services.

14 **INTERROGATORY NO. 16:**

15 Describe YOUR quarterly financial performance for the period between
16 January 1, 2008 to present.

17 **RESPONSE TO INTERROGATORY NO. 16:**

18 Rocket Lawyer objects to this Interrogatory as overly broad, unduly
19 burdensome, and neither relevant nor reasonably calculated to lead to the discovery
20 of admissible evidence because it seeks information that is beyond the scope of this
21 lawsuit.

22 Rocket Lawyer is willing to meet and confer with LegalZoom regarding this
23 Interrogatory.

24 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 16:**

25 Rocket Lawyer incorporates its General Objections and its Response to
26 Interrogatory No. 16.

27 The parties have agreed to provide generated/summarized data in response to
28 this Interrogatory. Rocket Lawyer refers LegalZoom to the data it will generate

1 after the parties meet and confer regarding the form and scope of data to be
2 produced in response to the Interrogatories and Requests for Production relating to
3 financial data.

4 **SECOND SUPPLEMENT RESPONSE TO INTERROGATORY NO. 16:**

5 Rocket Lawyer incorporates its General Objections and Responses to
6 Interrogatory No. 16. Rocket Lawyer refers LegalZoom to RLI0036635, which
7 contains Rocket Lawyer's quarterly performance from third quarter 2008 to first
8 quarter 2014.

9 **INTERROGATORY NO. 17:**

10 IDENTIFY the number of customers converted using ROCKETLAWYER
11 FREE ADVERTISEMENTS, that do not disclose the state filing fees and/or other
12 fees in the marketing, advertisement and/or promotion.

13 **RESPONSE TO INTERROGATORY NO. 17:**

14 Rocket Lawyer objects to this Interrogatory as vague and ambiguous because
15 this Interrogatory improperly ignores that Rocket Lawyer has provided in its
16 advertisements for free services a link to Rocketlawyer.com where the state filing
17 fees associated with its advertised free services are disclosed. Rocket Lawyer also
18 objects to this Interrogatory as vague and ambiguous as the term "converted" is
19 undefined. Rocket Lawyer understands "converted" in this Interrogatory to mean
20 consumers who:

- 21 (1) clicked on a Rocket Lawyer search engine advertisement off
22 Google.com, Yahoo.com, or Bing.com that uses "free" with respect to
23 incorporation or formation of a limited liability company or entity that
24 did not mention state filing fees but where there is a link to
25 Rocketlawyer.com where the applicable state fees are provided, and
26 (2) thereafter enrolled in a paying Rocket Lawyer account.

27 Rocket Lawyer is willing to meet and confer with LegalZoom regarding this
28 Interrogatory.

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17:**

2 Rocket Lawyer incorporates its General Objections and its Response to
3 Interrogatory No. 17.

4 Rocket Lawyer will treat the information responsive to this Interrogatory like
5 financial data and will thus provide generated/summarized data in response to this
6 Interrogatory. Rocket Lawyer refers LegalZoom to the data it will generate after the
7 parties meet and confer regarding the form and scope of the data to be produced in
8 response to this Interrogatory and related Requests for Production, such as Request
9 for Production Nos. 49 and 50.

10 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17:**

11 Rocket Lawyer incorporates its General Objections and Responses to
12 Interrogatory No. 17. Rocket Lawyer objects to this Interrogatory as overly broad to
13 the extent that it seeks information outside the scope of the issues and allegations
14 framed by the FAC and Counterclaims. Rocket Lawyer has expressed to
15 LegalZoom many times that information relating to Rocket Lawyer free
16 advertisements for services other than business formation, free trial memberships,
17 free help from local attorneys, and free legal review is not relevant and/or
18 reasonably calculated to lead to the discovery of admissible evidence as there are no
19 allegations relating to those services. Rocket Lawyer further objects to this
20 Interrogatory as vague to the extent it seeks information related to any Rocket
21 Lawyer service other than business formation (i.e., incorporation and LLC
22 formation), as business formation is the only service that may require a consumer to
23 be responsible for state filing fees apart from Rocket Lawyer service or membership
24 fees, if any.

25 Rocket Lawyer also objects to this Interrogatory as vague and ambiguous as
26 the term “converted” is undefined. Upon further investigation, Rocket Lawyer
27 revises its definition of conversion to maintain consistency with Rocket Lawyer’s
28 internal terminology and data-tracking capabilities for business formation. Thus,

1 Rocket Lawyer interprets “converted” in this Interrogatory to mean consumers who:

2 (1) clicked on a Rocket Lawyer business formation advertisement off
3 Google.com, Yahoo.com, or Bing.com¹ containing the word “free” that did not
4 mention state filing fees, but contained a link to Rocketlawyer.com where the
5 applicable state fees were disclosed multiple times, and

6 (2) thereafter reached the account registration page, credit card billing page
7 and/or successfully formed a business entity by completing the credit card billing
8 page.

9 Rocket Lawyer refers LegalZoom to the spreadsheets it has produced, Bates
10 RLI0007924-RLI0007925, and RLI-0036636, which contain Rocket Lawyer’s
11 search engine advertisements for free business formation and conversion
12 information. Using the sheets entitled “Business Formation – Inc Acct” or
13 “Business Formation – Free” in RLI0007924-RLI0007925 and filtering as follows:

- 14 • Remove all ads that do not contain “free” in any of the 3 columns
- 15 • Remove all ads that contain “only” in any of the 3 columns
- 16 • Remove all ads that contain “w/ state” in any of the 3 columns
- 17 • Remove all ads that contain “hassle free” in any of the 3 columns + do not
18 contain “free” in the other 2 columns
- 19 • Remove all ads that contain “free legal help” in any of the 3 columns + do not
20 contain “free” in the other 2 columns
- 21 • Remove all ads that contain “free help” in any of the 3 columns + do not
22 contain “free” in the other 2 columns
- 23 • Remove all ads that contain “agreement” in any of the 3 columns + do not
24 contain “free” in the other 2 columns
- 25 • Remove all ads that contain “free trial” in desc 2 + do not contain “free” in
26 the other 2 columns

27 _____
28 ¹ Note that Bing has provided the search engine marketing for Yahoo.com since August 2010.

- Remove all ads that contain "+ state fee" in desc 1

Rocket Lawyer identifies 5,251 conversions out of 197,812 Google free business formation ads that did not mention state fees, and 396 out of 19,994 Bing free business formation ads that did not mention state fees. RLI-0036636 is a summary of the information filtered from RLI0007924-RLI0007925.

This response is **HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY** pursuant to the Protective Order entered in this case.

INTERROGATORY NO. 18:

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

RESPONSE TO INTERROGATORY NO. 18:

Rocket Lawyer incorporates its objections to Interrogatory No. 17.

Rocket Lawyer is willing to meet and confer with LegalZoom regarding this Interrogatory.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 18:

Rocket Lawyer incorporates its Response above and supplements its Response as follows:

Rocket Lawyer objects to this Interrogatory as vague and ambiguous because this Interrogatory improperly ignores that Rocket Lawyer has provided in its advertisements for free services a link to Rocketlawyer.com where the state filing fees associated with its advertised free services are disclosed. Rocket Lawyer also objects to this Interrogatory as vague and ambiguous as the term "converted" is undefined. Rocket Lawyer understands "converted" in this Interrogatory to mean consumers who:

- (1) clicked on a Rocket Lawyer search engine advertisement off Google.com, Yahoo.com, or Bing.com that uses "free" with respect to incorporation or formation of a limited liability company or entity that

1 did not mention state filing fees but where there is a link to
2 Rocketlawyer.com where the applicable state fees are provided, and
3 (2) thereafter enrolled in a paying Rocket Lawyer account.

4 Rocket Lawyer will treat the information responsive to this Interrogatory like
5 financial data and will thus provide generated/summarized data in response to this
6 Interrogatory. Rocket Lawyer refers LegalZoom to the data it will generate after the
7 parties meet and confer regarding the form and scope of the data to be produced in
8 response to this Interrogatory and related Requests for Production, such as Request
9 for Production Nos. 49 and 50.

10 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO.18:**

11 Rocket Lawyer incorporates its General Objections and Responses to
12 Interrogatory No. 18. Rocket Lawyer objects to this Interrogatory as overly broad to
13 the extent that it seeks information outside the scope of the issues and allegations
14 framed by the FAC and Counterclaims. Rocket Lawyer has expressed to
15 LegalZoom many times that information relating to Rocket Lawyer free
16 advertisements for services other than business formation, free trial memberships,
17 free help from local attorneys, and free legal review is not relevant and/or
18 reasonably calculated to lead to the discovery of admissible evidence as there are no
19 allegations relating to those services. Rocket Lawyer further objects to this
20 Interrogatory as vague to the extent it seeks information related to any Rocket
21 Lawyer service other than business formation (i.e., incorporation and LLC
22 formation), as business formation is the only service that may require a consumer to
23 be responsible for state filing fees apart from Rocket Lawyer service or membership
24 fees, if any.

25 Rocket Lawyer also objects to this Interrogatory as vague and ambiguous as
26 the term “converted” is undefined. Upon further investigation, Rocket Lawyer
27 revises its definition of conversion to maintain consistency with Rocket Lawyer’s
28 internal terminology and data-tracking capabilities for business formation. Thus,

1 Rocket Lawyer interprets “converted” in this Interrogatory to mean consumers who:

2 (1) clicked on a Rocket Lawyer business formation advertisement off
3 Google.com, Yahoo.com, or Bing.com² containing the word “free” that did not
4 mention state filing fees, but contained a link to Rocketlawyer.com where the
5 applicable state fees were disclosed multiple times, and

6 (2) thereafter reached the account registration page, credit card billing page
7 and/or successfully formed a business entity by completing the credit card billing
8 page.

9 Rocket Lawyer refers LegalZoom to the spreadsheets it has produced,
10 RLI0007924-RLI0007925, and RLI-0036636, which contain Rocket Lawyer’s
11 search engine advertisements for free business formation and conversion
12 information. Using sheets “LegalZoom KWs – No State Fee” in RLI0007924-
13 RLI0007925 and filtering as follows:

- 14 • Remove all ads that do not contain “free” in any of the 3 columns
- 15 • Remove all ads that contain “only” in any of the 3 columns
- 16 • Remove all ads that contain “w/ state” in any of the 3 columns
- 17 • Remove all ads that contain “hassle free” in any of the 3 columns + do not
18 contain “free” in the other 2 columns
- 19 • Remove all ads that contain “free legal help” in any of the 3 columns + do not
20 contain “free” in the other 2 columns
- 21 • Remove all ads that contain “free help” in any of the 3 columns + do not
22 contain “free” in the other 2 columns
- 23 • Remove all ads that contain “agreement” in any of the 3 columns + do not
24 contain “free” in the other 2 columns
- 25 • Remove all ads that contain “free trial” in desc 2 + do not contain “free” in
26 the other 2 columns

27 ² Note that Bing has provided the search engine marketing for Yahoo.com since
28 August 2010.

1 • Remove all ads that contain “+ state fee” in desc 1
2 Rocket Lawyer identifies 42 conversions out of approximately 1,173 LegalZoom
3 Triggered Google free business formation ads that did not mention state fees, and 6
4 out of 461 LegalZoom Triggered Bing free business formation ads that did not
5 mention state fees. RLI-0036636 is a summary of the information filtered from
6 RLI0007924-RLI0007925.

7 This response is HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY
8 pursuant to the Protective Order entered in this case.

9 **INTERROGATORY NO. 19:**

10 IDENTIFY YOUR GROSS REVENUE from customers converted using
11 ROCKETLAWYER FREE ADVERTISEMENTS, that do not disclose the state
12 filing fees and/or other fees in the marketing, advertisement and/or promotion.

13 **RESPONSE TO INTERROGATORY NO. 19:**

14 Rocket Lawyer incorporates its objections to Interrogatories Nos. 17 and 18.

15 Rocket Lawyer is willing to meet and confer with LegalZoom regarding this
16 Interrogatory.

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 19:**

18 Rocket Lawyer incorporates its Response above and supplements its
19 Response as follows:

20 Rocket Lawyer objects to this Interrogatory as vague and ambiguous because
21 this Interrogatory improperly ignores that Rocket Lawyer has provided in its
22 advertisements for free services a link to Rocketlawyer.com where the state filing
23 fees associated with its advertised free services are disclosed. Rocket Lawyer also
24 objects to this Interrogatory as vague and ambiguous as the term “converted” is
25 undefined. Rocket Lawyer understands “converted” in this Interrogatory to mean
26 consumers who:

- 27 (1) clicked on a Rocket Lawyer search engine advertisement off
28 Google.com, Yahoo.com, or Bing.com that uses “free” with respect to

1 incorporation or formation of a limited liability company or entity that
2 did not mention state filing fees but where there is a link to
3 Rocketlawyer.com where the applicable state fees are provided, and
4 (2) thereafter enrolled in a paying Rocket Lawyer account.

5 The parties have agreed to provide generated/summarized data in response to
6 this Interrogatory. Rocket Lawyer refers LegalZoom to the data it will generate
7 after the parties meet and confer regarding the form and scope of data to be
8 produced in response to the Interrogatories and Requests for Production relating to
9 financial data.

10 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY 19:**

11 Rocket Lawyer incorporates its General Objections and Responses to
12 Interrogatory No. 19. Rocket Lawyer objects to this Interrogatory as overly broad to
13 the extent that it seeks information outside the scope of the issues and allegations
14 framed by the FAC and Counterclaims. Rocket Lawyer has expressed to
15 LegalZoom many times that information relating to Rocket Lawyer free
16 advertisements for services other than business formation, free trial memberships,
17 free help from local attorneys, and free legal review is not relevant and/or
18 reasonably calculated to lead to the discovery of admissible evidence as there are no
19 allegations relating to those services. Rocket Lawyer further objects to this
20 Interrogatory as vague to the extent it seeks information related to any Rocket
21 Lawyer service other than business formation (i.e., incorporation and LLC
22 formation), as business formation is the only service that may require a consumer to
23 be responsible for state filing fees apart from Rocket Lawyer service or membership
24 fees, if any.

25 As Rocket Lawyer has communicated to counsel several times, it is unable to
26 accurately calculate the revenue generated from each particular "conversion."
27 Rocket Lawyer thus refers LegalZoom to Bates RLI-0036637-RLI-0036638, which
28 contain the monthly and total cash proceeds collected by Rocket Lawyer between

1 November 2008 and September 2013 for its business formation services. Between
2 November 2008 and September 2013, Rocket Lawyer's Gross Proceeds for all
3 business formations, including state fees, is \$9,791,930.95.

4 During this same time period, no more than 5,647 out of 40,364 businesses
5 (14%) were formed that originated from a Rocket Lawyer free business formation
6 ad that did not disclose state fees.

7 This response is HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY
8 pursuant to the Protective Order entered in this case.

9 **INTERROGATORY NO. 20:**

10 IDENTIFY YOUR GROSS REVENUE from customers converted using
11 LEGALZOOM TRIGGERED FREE ADVERTISEMENTS, that do not disclose the
12 state filing fees and/or other fees in the marketing, advertisement and/or promotion.

13 **RESPONSE TO INTERROGATORY NO. 20:**

14 Rocket Lawyer incorporates its objections to Interrogatories Nos. 17-19.

15 Rocket Lawyer is willing to meet and confer with LegalZoom regarding this
16 Interrogatory.

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 20:**

18 Rocket Lawyer incorporates its Response above and supplements its
19 Response as follows:

20 Rocket Lawyer objects to this Interrogatory as vague and ambiguous because
21 this Interrogatory improperly ignores that Rocket Lawyer has provided in its
22 advertisements for free services a link to Rocketlawyer.com where the state filing
23 fees associated with its advertised free services are disclosed. Rocket Lawyer also
24 objects to this Interrogatory as vague and ambiguous as the term "converted" is
25 undefined. Rocket Lawyer understands "converted" in this Interrogatory to mean
26 consumers who:

27 (1) clicked on a Rocket Lawyer search engine advertisement off

28 Google.com, Yahoo.com, or Bing.com that uses "free" with respect to

1 incorporation or formation of a limited liability company or entity that
2 did not mention state filing fees but where there is a link to
3 Rocketlawyer.com where the applicable state fees are provided, and
4 (2) thereafter enrolled in a paying Rocket Lawyer account.

5 The parties have agreed to provide generated/summarized data in response to
6 this Interrogatory. Rocket Lawyer refers LegalZoom to the data it will generate
7 after the parties meet and confer regarding the form and scope of data to be
8 produced in response to the Interrogatories and Requests for Production relating to
9 financial data.

10 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY 20:**

11 Rocket Lawyer incorporates its General Objections and Responses to
12 Interrogatory No. 20. Rocket Lawyer objects to this Interrogatory as overly broad to
13 the extent that it seeks information outside the scope of the issues and allegations
14 framed by the FAC and Counterclaims. Rocket Lawyer has expressed to
15 LegalZoom many times that information relating to Rocket Lawyer free
16 advertisements for services other than business formation, free trial memberships,
17 free help from local attorneys, and free legal review is not relevant and/or
18 reasonably calculated to lead to the discovery of admissible evidence as there are no
19 allegations relating to those services. Rocket Lawyer further objects to this
20 Interrogatory as vague to the extent it seeks information related to any Rocket
21 Lawyer service other than business formation (i.e., incorporation and LLC
22 formation), as business formation is the only service that may require a consumer to
23 be responsible for state filing fees apart from Rocket Lawyer service or membership
24 fees, if any.

25 As Rocket Lawyer has communicated to counsel several times, it is unable to
26 accurately calculate the revenue generated from each particular "conversion."
27 Rocket Lawyer thus refers LegalZoom to Bates RLI-0036637-RLI-0036638, which
28 contain the monthly and total cash proceeds collected by Rocket Lawyer between

1 November 2008 and September 2013 for its business formation services. Between
2 November 2008 and September 2013, Rocket Lawyer' Gross Proceeds for business
3 formation, including state fees, is \$9,791,930.95.

4 During this same time period, no more than 48 out of 40,364 businesses
5 (0.11%) were formed that originated from a LegalZoom Triggered free business
6 formation ad that did not disclose state fees.

7 This response is HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY
8 pursuant to the Protective Order entered in this case.

9 **INTERROGATORY NO. 21:**

10 IDENTIFY YOUR NET REVENUE from customers converted using
11 ROCKETLAWYER FREE ADVERTISEMENTS, that do not disclose the state
12 filing fees and/or other fees in the marketing, advertisement and/or promotion.

13 **RESPONSE TO INTERROGATORY NO.21:**

14 Rocket Lawyer incorporates its objections and responses to Interrogatories
15 Nos. 17-20.

16 Rocket Lawyer is willing to meet and confer with LegalZoom regarding this
17 Interrogatory.

18 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 21:**

19 Rocket Lawyer incorporates its General Objections and Response to
20 Interrogatory No. 21. Rocket Lawyer supplements its Response as follows:

21 Rocket Lawyer objects to this Interrogatory as vague and ambiguous because
22 this Interrogatory improperly ignores that Rocket Lawyer has provided in its
23 advertisements for free services a link to Rocketlawyer.com where the state filing
24 fees associated with its advertised free services are disclosed. Rocket Lawyer also
25 objects to this Interrogatory as vague and ambiguous as the term "converted" is
26 undefined. Rocket Lawyer understands "converted" in this Interrogatory to mean
27 consumers who:

28 (1) clicked on a Rocket Lawyer search engine advertisement off

1 Google.com, Yahoo.com, or Bing.com that uses “free” with respect to
2 incorporation or formation of a limited liability company or entity that
3 did not mention state filing fees but where there is a link to
4 Rocketlawyer.com where the applicable state fees are provided, and
5 (2) thereafter enrolled in a paying Rocket Lawyer account.

6 The parties have agreed to provide generated/summarized data in response to
7 this Interrogatory. Rocket Lawyer refers LegalZoom to the data it will generate
8 after the parties meet and confer regarding the form and scope of data to be
9 produced in response to the Interrogatories and Requests for Production relating to
10 financial data.

11 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY 21:**

12 Rocket Lawyer incorporates its General Objections and Responses to
13 Interrogatory No. 21. Rocket Lawyer objects to this Interrogatory as overly broad to
14 the extent that it seeks information outside the scope of the issues and allegations
15 framed by the FAC and Counterclaims. Rocket Lawyer has expressed to
16 LegalZoom many times that information relating to Rocket Lawyer free
17 advertisements for services other than business formation, free trial memberships,
18 free help from local attorneys, and free legal review is not relevant and/or
19 reasonably calculated to lead to the discovery of admissible evidence as there are no
20 allegations relating to those services. Rocket Lawyer further objects to this
21 Interrogatory as vague to the extent it seeks information related to any Rocket
22 Lawyer service other than business formation (i.e., incorporation and LLC
23 formation), as business formation is the only service that may require a consumer to
24 be responsible for state filing fees apart from Rocket Lawyer service or membership
25 fees, if any.

26 As Rocket Lawyer has communicated to counsel several times, it is unable to
27 accurately calculate the revenue generated from each conversion. Rocket Lawyer
28 thus refers LegalZoom to Bates RLI-0036637-RLI-0036638, which contain the

1 monthly and total cash proceeds Rocket Lawyer collected between November 2008
2 and September 2013 for its business formation services. Between November 2008
3 and September 2013, Rocket Lawyer' Gross Proceeds for all business formations,
4 minus state fees, is \$4,706,314.52.

5 During this same time period, no more than 5,647 out of 40,364 businesses
6 (14%) were formed that originated from a Rocket Lawyer free business formation
7 ad that did not disclose state fees.

8 This response is HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY
9 pursuant to the Protective Order entered in this case.

10 **INTERROGATORY NO. 22:**

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

14 **RESPONSE TO INTERROGATORY NO.22:**

15 Rocket Lawyer incorporates its objections and responses from Interrogatories
16 Nos. 17-21.

17 Rocket Lawyer is willing to meet and confer with LegalZoom regarding this
18 Interrogatory.

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 22:**

20 Rocket Lawyer incorporates its General Objections and Response to
21 Interrogatory No. 22. Rocket Lawyer supplements its Response as follows:

22 Rocket Lawyer objects to this Interrogatory as vague and ambiguous because
23 this Interrogatory improperly ignores that Rocket Lawyer has provided in its
24 advertisements for free services a link to Rocketlawyer.com where the state filing
25 fees associated with its advertised free services are disclosed. Rocket Lawyer also
26 objects to this Interrogatory as vague and ambiguous as the term "converted" is
27 undefined. Rocket Lawyer understands "converted" in this Interrogatory to mean
28 consumers who:

- 1 (1) clicked on a Rocket Lawyer search engine advertisement off
2 Google.com, Yahoo.com, or Bing.com that uses “free” with respect to
3 incorporation or formation of a limited liability company or entity that
4 did not mention state filing fees but where there is a link to
5 Rocketlawyer.com where the applicable state fees are provided, and
6 (2) thereafter enrolled in a paying Rocket Lawyer account.

7 The parties have agreed to provide generated/summarized data in response to
8 this Interrogatory. Rocket Lawyer refers LegalZoom to the data it will generate
9 after the parties meet and confer regarding the form and scope of data to be
10 produced in response to the Interrogatories and Requests for Production relating to
11 financial data.

12 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY 22:**

13 Rocket Lawyer incorporates its General Objections and Responses to
14 Interrogatory No. 22. Rocket Lawyer objects to this Interrogatory as overly broad to
15 the extent that it seeks information outside the scope of the issues and allegations
16 framed by the FAC and Counterclaims. Rocket Lawyer has expressed to
17 LegalZoom many times that information relating to Rocket Lawyer free
18 advertisements for services other than business formation, free trial memberships,
19 free help from local attorneys, and free legal review is not relevant and/or
20 reasonably calculated to lead to the discovery of admissible evidence as there are no
21 allegations relating to those services. Rocket Lawyer further objects to this
22 Interrogatory as vague to the extent it seeks information related to any Rocket
23 Lawyer service other than business formation (i.e. incorporations and LLC
24 formation), as business formation is the only service that may require a consumer to
25 be responsible for state filing fees apart from Rocket Lawyer service or membership
26 fees, if any.

27 Rocket Lawyer also objects to this Interrogatory as vague and ambiguous as
28 the term “converted” is undefined. To maintain consistency with Rocket lawyer’s

1 internal terminology and data-tracking capabilities, Rocket Lawyer interprets
2 “converted” in this Interrogatory to mean consumers who:

3 (1) clicked on a Rocket Lawyer business formation advertisement off
4 Google.com, Yahoo.com, or Bing.com³ containing the word “free” that did not
5 mention state filing fees, but contained a link to Rocketlawyer.com where the
6 applicable state fees were disclosed multiple times, and

7 (2) thereafter successfully formed a business entity.

8 As Rocket Lawyer has communicated to counsel several times, it is unable to
9 accurately calculate the revenue generated from each particular conversion. Rocket
10 Lawyer thus refers LegalZoom to Bates RLI-0036637-RLI-0036638, which contain
11 the monthly and total cash proceeds Rocket Lawyer collected between November
12 2008 and September 2013 for its business formation services. Between November
13 2008 and September 2013, Rocket Lawyer’ Gross Proceeds for all business
14 formations, minus state fees, is \$4,706,314.52.

15 During this same time period, no more than 48 out of 40,364 businesses
16 (0.11%) were formed that originated from a LegalZoom Triggered free business
17 formation ad that did not disclose state fees.

18 This response is **HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY**
19 pursuant to the Protective Order entered in this case.

20 **INTERROGATORY NO. 23:**

21 IDENTIFY all the KEYWORDS you have bid on in KEYWORD advertising
22 from January 1, 2008 to the present, using a LEGALZOOM MARK or any
23 iterations thereto.

24 **RESPONSE TO INTERROGATORY NO. 23:**

25 Rocket Lawyer objects to this Interrogatory as overly broad and not relevant
26 to any claim or defense because it seeks information concerning issues that are

27 ³ Note that Bing has provided the search engine marketing for Yahoo.com since
28 August 2010.

1 beyond the scope of the allegations in Plaintiff's First Amended Complaint. Rocket
2 Lawyer also objects to this interrogatory to the extent that it implies that using
3 "LegalZoom" in keyword bidding/advertising is unlawful or improper.

4 Rocket Lawyer answers as follows:

5 Rocket Lawyer purchased the following terms in keyword advertising from
6 January 1, 2008 to present: legalzoom; legal zoom; legalzoom llc; legal zoom llc;
7 legalzoom cost; legal zoom cost; legalzoom.com; legalzoom com complaints;
8 legalzoom comparison; legalzoom sale; legalzoom board; legalzoom revenue;
9 legalzoom trademark; legalzoom coupon; legalzoom patent; legalzoom reviews;
10 legalzoom will; legalzoom wills; legalzoom power attorney; legalzoom power of
11 attorney; legalzoom competition; legalzoom document; legalzoom compete;
12 legalzoom incorporation; release of liability form legal zoom; legalzoom sales;
13 legalzoom investor; legalzoom competitor; www.legalzoom.com; legalzoom promo
14 code; and legalzoom finance.

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1 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO.23:**

2 Rocket Lawyer incorporates its General Objections and Response to
3 Interrogatory No. 23. Rocket Lawyer also refers LegalZoom to the spreadsheets it
4 has produced, Bates RLI0007916-RLI0007925 which contain Rocket Lawyer's
5 search engine advertisements and LegalZoom keywords for the services at issue in
6 this litigation. Rocket Lawyer has expressed to LegalZoom many times that
7 information relating to Rocket Lawyer free advertisements for services other than
8 business formation, free trial memberships, free help from local attorneys, and free
9 legal review is not relevant and/or reasonably calculated to lead to the discovery of
10 admissible evidence as there are no allegations relating to those services.

11 Dated: June 18, 2014

GOODWIN PROCTER LLP

12
13 By: 
14 Forrest A. Hainline III (SBN 64166)
15 fhainline@goodwinprocter.com
16 Michael T. Jones (SBN 290660)
17 mjones@goodwinprocter.com
18 Hong-An Vu (SBN 266268)
19 hvu@goodwinprocter.com
20 **GOODWIN PROCTER LLP**

21 *Attorneys for Defendant*
22 **ROCKET LAWYER INCORPORATED**

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VERIFICATION

I, Paul Hollerbach, declare that I have read ROCKET LAWYER INCORPORATED'S SECOND SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFF'S FIRST SET OF SPECIAL INTERROGATORIES, and know its contents.

I am Chief Financial Officer at Rocket Lawyer Incorporated, a party to this action, and am authorized to make this verification for and on its behalf. I am informed and believe and on that basis state that the responses provided therein are true and correct.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this on 18 day of June, 2014 in San Francisco, California.



Paul Hollerbach
Chief Financial Officer
Rocket Lawyer Incorporated

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PROOF OF SERVICE

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. My business address is Three Embarcadero Center, 24th Floor, San Francisco, CA 94111.

On June 18, 2014, I served the following documents in the manner described below on the persons below as follows:

ROCKET LAWYER INCORPORATED'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFF'S FIRST SET OF SPECIAL INTERROGATORIES

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.*

- 1 (MESSENGER SERVICE) By messenger service. I served the documents
2 by placing them in an envelope or package addressed to the persons at the
3 addresses listed and providing them to a professional messenger service for
4 service. *(A declaration by the messenger must accompany this Proof of
5 Service or be contained in the Declaration of Messenger below.)*
- 6 (PERSONAL SERVICE). By personal service. I personally delivered the
7 documents to the persons at the addresses listed. [1] For a party represented
8 by an attorney, delivery was made to the attorney or at the attorney's office
9 by leaving the documents, in an envelope or package clearly labeled to
10 identify the attorney being served, with a receptionist or an individual in
11 charge of the office, *between the hours of nine (9) in the morning and five
12 (5) in the evening.* [2] For a party, delivery was made to the party or by
13 leaving the documents at the party's residence with some person not
14 younger than 18 years of age between the hours of eight (8) in the morning
15 and six (6) in the evening.

16 I declare under penalty of perjury under the laws of the State of California
17 that the foregoing is true and correct.

18 Executed this 18th day of June, 2014, at San Francisco, California.

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Hong-An Vu _____
(Type or print name)

 _____
(Signature)

EXHIBIT F

**[CONFIDENTIAL - LODGED
UNDER SEAL]**

EXHIBIT F

EXHIBIT G

**[CONFIDENTIAL - LODGED
UNDER SEAL]**

EXHIBIT G

EXHIBIT H

***[CONFIDENTIAL - LODGED
UNDER SEAL]***

EXHIBIT H

EXHIBIT I

***[CONFIDENTIAL - LODGED
UNDER SEAL]***

EXHIBIT I

EXHIBIT J

***[CONFIDENTIAL - LODGED
UNDER SEAL]***

EXHIBIT J

EXHIBIT K

**[CONFIDENTIAL - LODGED
UNDER SEAL]**

EXHIBIT K

EXHIBIT L

**[CONFIDENTIAL - LODGED
UNDER SEAL]**

EXHIBIT L

EXHIBIT M

EXHIBIT M



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When you're just starting out, getting legal help can be key to growing your business. With an attorney to guide you, you can proceed with confidence knowing all your legal questions have been answered.

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- [What are the main differences between a C corporation and an S corporation?](#)
- [Who can form a corporation?](#)
- [Do I need an attorney to form a corporation?](#)
- [What is the procedure for forming a corporation, and what legal documents are required?](#)

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Excellent service. I continue to be a completely satisfied customer and we have used LegalZoom for starting a corporation...and have always been impressed with the service.

Karin L., Glendale, CA

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– online – QuickBooks Online Accounting Software for Small Business — 3 Months FREE (a \$119 value)	✓
Priority Rush service, typically 7-10 business days or less (vs. 20-35 business days for our regular service)	✓
Federal Tax ID (EIN) application preparation	✓
Two-day delivery of final package	✓
Business Advantage Pro 30-day trial*** After the 30-day trial period, benefits will continue automatically for \$29.99 per month. Cancel at any time with no further obligation by calling (877) 818-8787. We'll send you periodic emails about your benefits, which continue until canceled. Program includes:	✓
<ul style="list-style-type: none"> ■ Attorney advice on running your business. Covers company management, liability protection, employees, business contracts and more 	✓
<ul style="list-style-type: none"> ■ Attorney consultations on an unlimited number of new legal matters 	✓
<ul style="list-style-type: none"> ■ Tax advice from tax professionals at Corporate Tax Network 	✓
<ul style="list-style-type: none"> ■ Attorney-drafted letter on your behalf (at attorney's discretion) 	✓
<ul style="list-style-type: none"> ■ Legal document review (up to 10 pages) 	✓
<ul style="list-style-type: none"> ■ CreditAlert™ Plus: a D&B D-U-N-S® Number, and 24/7 email alerts to changes to your company's credit scores and ratings by Dun & Bradstreet Credibility Corp. 	✓
<ul style="list-style-type: none"> ■ Unlimited access to LegalZoom's extensive library of downloadable forms 	✓
<ul style="list-style-type: none"> ■ Exclusive members-only discounts: 25% off attorney's regular hourly rate for additional work, 20% off additional tax services, 10% off LegalZoom document services**** 	✓

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	Economy \$99 + state fee	Standard \$289 + state fee	Express Gold \$359 + state fee
The LLC packages include:			
Preliminary LLC name clearance	✓	✓	✓
Filing of Articles of Organization	✓	✓	✓
Personalized operating agreement	✓	✓	✓
Indemnification clause	✓	✓	✓
Clause governing restrictions on transfer	✓	✓	✓
Company resolution for banking	✓	✓	✓
LegalZoom Peace of Mind Review™	✓	✓	✓
The LegalZoom business newsletter (includes business tips, discounts and more)	✓	✓	✓
Deluxe LLC Kit embossed with your company name		✓	✓
Official company seal		✓	✓
20 customized membership certificates	Blank Partnership Certificates (up to 10)	✓	✓
Membership transfer ledger		✓	✓
 FREE online PR and social media suite for 1 year — a \$179 value		✓	✓
 QuickBooks Online Accounting Software for Small Business — 3 Months FREE (a \$119 value)			✓
Priority Rush service, typically 7-10 business days or less (vs. 20-35 business days for our regular service)			✓
Federal Tax ID (EIN) application preparation			✓
Two-day delivery of final package			✓
Business Advantage Pro 30-day trial*** After the 30-day trial period, benefits will continue automatically for \$29.99 per month. Cancel at any time with no further obligation by calling (877) 818-8787. We'll send you periodic emails about your benefits, which continue until canceled. Program includes:			✓
<ul style="list-style-type: none"> ■ Attorney advice on running your business. Covers company management, liability protection, employees, business contracts and more 			✓
<ul style="list-style-type: none"> ■ Attorney consultations on an unlimited number of new legal matters 			✓
<ul style="list-style-type: none"> ■ Tax advice from tax professionals at Corporate Tax Network 			✓
			✓

Questions?

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Saturday and Sunday
7:00am - 4:00pm PT



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<ul style="list-style-type: none"> ■ Attorney-drafted letter on your behalf (at attorney's discretion) 	
<ul style="list-style-type: none"> ■ Legal document review (up to 10 pages) 	✓
<ul style="list-style-type: none"> ■ CreditAlert™ Plus: a D&B D-U-N-S® Number, and 24/7 email alerts to changes to your company's credit scores and ratings by Dun & Bradstreet Credibility Corp. 	✓
<ul style="list-style-type: none"> ■ Unlimited access to LegalZoom's extensive library of downloadable forms 	✓
<ul style="list-style-type: none"> ■ Exclusive members-only discounts: 25% off attorney's regular hourly rate for additional work, 20% off additional tax services, 10% off LegalZoom document services**** 	✓

Get started now and choose your package at checkout



Calculate Your State Filing Fee: (required)*

For more information on business filing fees, [click here](#).

Select a State

Economy / Standard	(select state)
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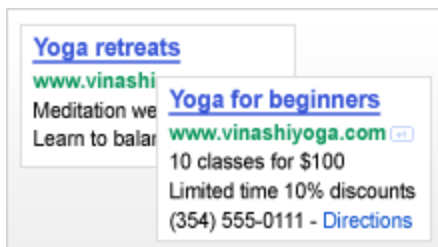
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<https://www.incorporate.com/> The Company Corporation

Incorporation and LLC formation services. Wilmington, Delaware.

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the act of incorporating or the state of being **incorporated**. 2. the act of forming a legal corporation. 3. Grammar. the inclusion of the object or object reference ...

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n. [L. incorporatio; cf. F. **incorporation**.] 1. The act of **incorporating**, or the state of being **incorporated**. 2. The union of different ingredients in one mass ...

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EXHIBIT 0

EXHIBIT 0

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Supplemental Report of Yoram (Jerry) Wind

I. Objectives

1. I, Yoram (Jerry) Wind, was asked by counsel for Rocket Lawyer Incorporated (“Rocket Lawyer”), to evaluate Dr. Isaacson’s Rebuttal Report dated May 15, 2014 (“Isaacson Reb.”), which purported to evaluate my opening report and survey provided to LegalZoom on April 15, 2014. Specifically, I was asked to evaluate and address Dr. Isaacson’s criticisms.

II. Qualifications

2. I am the Lauder Professor and Professor of Marketing at the Wharton School of the University of Pennsylvania. I joined the Wharton staff in 1967, upon receipt of my doctorate from Stanford University. Dr. Isaacson has not challenged my qualifications, which can be found in my April 15, 2014 expert report and appendices.

III. Approach

3. **Approach and criteria for evaluation.** In preparing this supplemental report, I relied on marketing, consumer behavior, marketing research and consumer research concepts, methods, and findings and the theory and practice of conducting surveys, (a) as reflected in the professional literature and as taught by me and others at Wharton and other leading universities, and (b) as practiced by me and other leading professionals in conducting and evaluating marketing research and consumer research, for academic peer reviewed publications, and for management and courts as input into their decisions. These principles are

consistent with the criteria outlined in the *Manual for Complex Litigation* (4th Edition), published in 2004 by the Federal Judicial Center.

4. **Material Reviewed and Considered**. I reviewed Dr. Isaacson's rebuttal report and exhibits thereto, provided on May 15, 2014. I also reviewed the Declaration of Paul Hollerbach in support of Rocket Lawyer's Opposition to LegalZoom's Motion for Summary Judgment ("Hollerbach Declaration"), the court's Order Denying LegalZoom's motion for summary judgment, ECF No. 44 ("SJ Order"), my April 15, 2014 expert report and supporting materials (the "Wind Report"), and all other materials referenced herein.
5. **Structure of Report**. Section IV states my conclusions. Section V provides a detailed response to Dr. Isaacson's critique. Section VI summarizes my conclusion that Dr. Isaacson's rebuttal is unreliable and invalid, and how nothing in his study undermines my findings.

IV. Conclusions

6. **Dr. Isaacson's criticisms are speculative and/or guided by the same unreliable methodologies that render his survey and opinion unreliable, biased, and leading.** My survey tested consumer perception and comprehension of Rocket Lawyer's ads and services in a manner most close to the typical consumer's real-life experience in searching for online legal services, investigating RocketLawyer.com, and deciding whether or not to purchase services from Rocket Lawyer. The stimuli used in my survey replicated the typical consumer experience, the respondents were properly qualified, the sample size was sufficient, the questions were properly constructed, and I properly conducted an unbiased analysis in taking into account all answers provided by respondents. On the whole, Dr. Isaacson's criticisms are mere nitpicks and even if taken at face value, should not be enough to undermine my survey. In addition, Dr. Isaacson's criticisms stem from how he improperly designed his survey – artificially simplifying the consumer experience and removing all context for the Rocket Lawyer

ads, designing biased stimuli and questionnaires, and conducting biased analysis to deliver LegalZoom's requested results by, among other things, eliminating over 60% of actual responses provided. The stark differences in our two surveys demonstrates the importance of sound principles in conducting an impartial survey. In this supplemental report, I will respond to his "criticisms" on the following topics:

- a. **Stimuli:** My stimuli was realistic and replicated the consumer experience.
- b. **Design:** I designed my survey to test the critical questions of diversion and effect of the ads on consumers purchasing decisions at the correct stages in the consumer journey.
- c. **Universe:** Qualified Respondents: I properly included in my sample consumers who (i) looked for online legal services in the past few years and/or (ii) have the potential to look for online legal services in the next six months (and for the incorporation service, consumers who were primary decision makers).
- d. **Sample Size:** The sample size of 422 respondents (over 100 per cell) was sufficiently large and in-line with the sample size of other studies and Isaacson's own prior opinions and practice.
- e. **Questions Asked:** The questionnaire was logical and relied on a combination of open and close end questions to impartially gauge consumer perceptions and comprehension.
- f. **Personnel:** I have identified the personnel who have assisted in the survey.
- g. **"Problematic" Responses:** I explain that, contrary to Dr. Isaacson's methodology of removing actual responses that do not fit his and LegalZoom's expectations and intended results, I included all responses in my analysis. Indeed, all respondents provided answers to the closed end questions and a vast a majority of those

respondents Dr. Isaacson suggested removing provided substantive responses to the questionnaire. There is no basis to remove these responses.

V. Detailed Response to Dr. Isaacson's Criticisms of My Report

7. **Proper Stimuli:** The stimuli used in my survey mirrored the real life consumer experience and properly tested the claims at issue in this litigation. Dr. Isaacson asserts that “[t]he complexity of these stimuli effectively hide the very small differences between the test and control stimuli.” Isaacson Reb. at 5. His criticism of the stimuli is not valid because they were designed to test the questions raised by this lawsuit in context as directed by the Court (SJ Order at 7): whether addressing LegalZoom's concerns about 1) Rocket Lawyer's state fee disclosures in incorporation/entity formation ads and 2) formatting of its free trial offers had any effect on consumers' understanding of Rocket Lawyer's services. Amended Compl. at ¶ 14.

a. **My stimuli was realistic and tested Rocket Lawyer's actual advertisements.** The stimuli in my survey were designed to test the real world experience of a consumer shopping for online legal services. Dr. Isaacson asserts that the Rocket Lawyer ads shown to the respondents were “hidden in a very complex stimulus” of other search results. Isaacson Reb. at 6. But this is the real context in which a consumer would review Rocket Lawyer's advertising. The stimuli used real pages with the actual information disclosed on RocketLawyer.com in the order that consumers actually encounter them on the way to a purchasing decision. Isaacson's criticism of my stimuli stems from his defense of his own improper stimuli, which are entirely artificial in that they forced respondents to view the ads in complete isolation, at times even blurring out relevant information. Whether a consumer might be confused or misled by an advertisement viewed outside its context sheds no light on whether the ads, which are never divorced from neighboring search results, are actually misleading. Thus, his test

was fatally flawed and provides no basis for concluding what is important to consumers in making a purchasing decision.

- b. **The stimuli are realistic and not unnecessarily complex.** The stimuli presented were either equally complex or less complex than what consumers would encounter in real life. For incorporation test, the stimuli had the same number of pages that consumers would have encountered along the incorporation journey with minor adjustments explained in my report. The stimuli used for the Other Legal Services experiment was less complex than real life. I reduced the number of pages from the typical consumer journey for each form to (1) make the page numbers consistent across the four stimuli, and (2) provide just enough context to mirror the consumer experience without making the survey overly burdensome. Respondents were shown the same disclosures that are made to consumers as part of the typical user journey. Dr. Isaacson concedes as much, by noting that “[a]t least 5 of the website pages shown in the Incorporation survey . . . would be seen only during the process of making an actual purchase.” Isaacson Reb. at 9. His criticism regarding complexity supports my findings that LegalZoom’s allegations have no merit. In context of the consumer journey and disclosures made on RocketLawyer.com, the minor changes that LegalZoom demands would not have had a significant effect on consumers’ understanding or purchasing decisions.

Overall, showing respondents merely an advertisement and one or two pages of a website and blurring the competitive environment is not a realistic way of looking at a website. Had I conducted my survey as Dr. Isaacson suggests, and implemented in his study, my results and conclusions would have been unreliable and invalid for the same reasons that Dr. Isaacson’s survey and conclusions are unreliable and invalid.

- 8. Proper Design:** I tested the critical questions at the proper points along the consumer journey.
- a. **By allowing consumers to choose which company to investigate, I tested diversion at the search engine stage.** Unlike Dr. Isaacson's survey, my survey tested whether consumers were diverted at the ad stage. After viewing just the search engine ad, respondents were asked which companies they would be interested in exploring further. As stated on page 25 of my opening report, at Table 1, "The Rocket Lawyer search engine ad had no impact on the selection of either Rocket Lawyer or LegalZoom since there is no significant difference between the Test and Control groups. Whether Rocket Lawyer disclosed state fees or not in the search engine ad had no effect on respondents' selection of Rocket Lawyer or LegalZoom." Dr. Isaacson's survey did not test diversion at all. He did not allow respondents to select Rocket Lawyer from a number of competitors at the ad stage. He did not even allow respondents to choose either Rocket Lawyer or LegalZoom at the ad stage.¹ Instead he directed respondents to focus on Rocket Lawyer in his instructions and by circling Rocket Lawyer while blurring out the other companies. Thus, his stimuli is artificial, biased and leading, which undermines his criticisms about my stimuli.
- b. **I tested consumers' perceptions and decision making at the point of purchase.** After consumers viewed the ad, disclosures on RocketLawyer.com, and reach the account registration and free trial pages, I began the questionnaire, including asking respondents what they were going to do with respect to Rocket Lawyer. This was proper, as consumers reached the point of purchase. Dr. Isaacson should not have tested consumer understanding and perceptions at the search engine advertisement stage, where no purchasing decision can be made and before consumers have

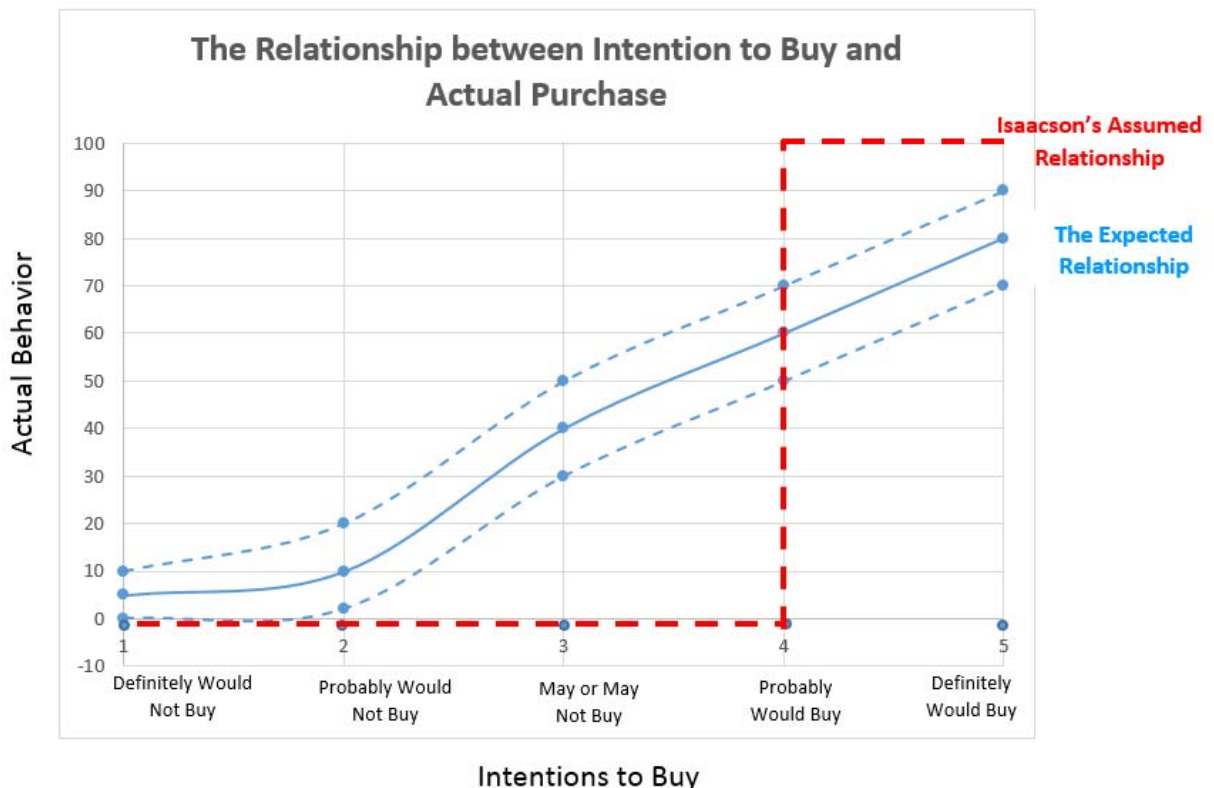
¹ This would still have been improper because it ignores the competitive landscape, but better than Isaacson's actual methodology,

received all available information. Dr. Isaacson's criticism, see *id.* at 10, merely mirrors LegalZoom's failed strategy to ignore the context in which consumers view Rocket Lawyer's advertising, see SJ Order at 9 ("Plaintiff's arguments in support of its false advertising claim fail to consider Defendant's advertisements in context and instead improperly focus on the word 'free' divorced from the advertisements and services as a whole"), and ignores the Court's description of what LegalZoom must prove, see *id.* at 9-10 (LegalZoom "bears the ultimate burden of proving actual deception by using consumer surveys or market research.").

9. Universe – Qualified Respondents: Dr. Isaacson's criticism of the survey's qualification of prospective purchasers is a semantic quibble.

a. **Prospective Consumers are the proper universe.** Dr. Isaacson himself concedes that the relevant population and the correct universe is *prospective* purchasers, not actual purchasers. See Isaacson Reb. at 11 ("For example, consumers who are prospective purchasers may know more about the product category than consumers who are not considering making a purchase."); *id.* at 12 ("The proper survey universe for a false advertising survey focuses on actual and prospective purchasers."). He then, however, criticizes my survey because it "did not qualify respondents as purchasers, and few of the survey participants in fact purchased online legal services," Isaacson Reb. at 12, and because it "[did] not qualify on purchase." By his own admission, prospective purchasers should be surveyed. Customers who are "looking for" online legal services are prospective purchasers. Dr. Isaacson asserts that respondents should have been limited to actual purchasers, but there is no basis for such a restriction.

b. **There is no basis for exclusion of the “May or May Not” Group.** Because we were dealing with *intended* behavior, not only past behavior which may be more certain, there is no basis to exclude respondents where they said that they may search for legal services in the near future. This is conceptually the right universe. In many consumer concept tests, how likely a consumer is to buy or look for a service is measured in a range of responses from: (i) Definitely will; (ii) Probably will; (iii) May or may not; (iv) Probably will not; and (v) Definitely will not. Validation studies over the years have shown that when intended behavior is compared to actual behavior, many of those who responded “may or may not” actually do the intended behavior. For example, the relationship one would expect between the intended behavior and the subsequent behavior is portrayed in the following figure, which contrasts the generally expected behavior with Dr. Isaacson’s simplistic and unrealistic implicit assumption of the same.



No study has shown that there is no possibility that consumers who responded “may or may not” would all decide not to do the intended behavior. Similarly, studies have shown that not all individuals who responded that they “definitely will” do the intended behavior actually do the behavior. The proper universe for this case is consumers who have purchased online legal services and/or have the potential to search for online legal services in the near future. This is exactly who is in my sample set and Dr. Isaacson’s criticism is unfounded.

c. **Inclusion of the May or May Not Group did not have a significant effect on the survey results.** To illustrate this point, for a few key questions, I compared side-by-side the results of the Probably/Definitely Group with the May or May Not Group for the following questions:

- i. Table 1 Incorporation Service² (Q2: *After looking at the search results, please indicate which of the following companies would you be interested in exploring further based on what you see?*).
- ii. Table 6 Incorporation Service (QB.10a: *Now reflecting on the Google ad and the Rocket Lawyer website, do you recall if you had to pay state fees to the state for Incorporation with the free offer?*);
- iii. Table 8 Incorporation Service and Table 4 Other Legal Services (Q12a *Do you recall if the free trial offer has a time limit?*); and
- iv. Table 12 Incorporation Service and Table 8 Other Legal Services (Q14a *Which if any of the following options best describe what you are likely to do after having seen the Google Ad and Rocket Lawyer website*

² Table numbers correspond to the tables in the Wind Report.

In each of these comparisons, there is no significant difference between the test and control groups in the Probably/Definitely Group. Similarly, there is no significant difference between the test and control groups for the May or May Not Group. See Appendix A for supporting data and Appendix B for the statistical analysis. Dr. Isaacson's criticism that including the May or May Not Group in the survey had an effect on the survey results is unsupported speculation. The universe was proper and had we removed the May or May Not Group (as improperly suggested by Dr. Isaacson) it would not have changed the results.

10. Proper Sample Size: My survey has a sample size of over 100 respondents for each group. As Dr. Isaacson essentially concedes, this is a sufficiently large sample size to provide reliable information. See Isaacson Reb. at 17 ("A reading of 45% with a sample size of 100 interviews has a margin of error at the 95% level of confidence of approximately +/- 10%.")³ In addition, to make sure to provide reliable information, all tables were reported along with their sample sizes and any tables with small samples were reported in real numbers instead of percentages. As part of my report, I over saw a statistical analysis of the survey data that took into account sample size for each question and set of responses. The statistical analysis was provided as part of my report.

Ultimately, what matters is the difference between the control and test groups—and these sample sizes are large enough to reflect real world results. It should be noted that my survey conducted a number of tests of these individuals. Looking at the results in a holistic way,

³ Dr. Isaacson's own prior work supports that these sample sizes are sufficient and undercuts his criticism here. In 2009, Dr. Isaacson conducted a survey of "potential buyers and evaluators of medical imaging systems and related equipment" that relied on a 103-respondent test group and a 130 respondent control group. See *Codonics, Inc. v. Datcard Systems, Inc.*, No. 1:08CV1885, 2009 WL 5454582, at ¶ 14 (N.D. Ohio) ("After passing screening questions, 233 survey respondents were asked to read a brochure for the PacsCube Express 100X and 200X. For 103 respondents, the brochure was the actual brochure found on the DatCard website. For the other 130 respondents, page 4 of the brochure was modified to remove references to UL in the product specification section found on that page.").

across 26 comparisons between the two experiments,⁴ and accounting for the sample size of each question, it becomes clear that there are no significant differences in the behavior of the control and the test groups. This means the results definitively show that there is no difference in reaction to the control stimuli versus the test stimuli.

11. Proper Questions Asked: Dr. Isaacson’s critique that the questions led to respondents’ confusion is speculative and contrary to common sense.

- a. First, he lists vague questions that are anything but. No reasonable respondent would interpret an answer of “yes” to “Do you recall if you had to pay state fees to the state for Incorporation with the free offer?” to mean “Yes, I recall that there were no state fees to pay.” See Isaacson Reb. at 18, ¶ 62.i. Likewise, no reasonable consumer would intend a “yes” in response to “Do you recall if the free trial has a time limit?” to mean “Yes, I recall that there was no time limit.” *Id.* at 18, ¶ 62.ii. Such interpretation of these questions ignores common sense.
- b. Second, he criticizes Question 14a as being vague regarding time. But time is irrelevant to the question. It asks what a consumer is “likely to do,” full stop. When the consumer is likely to take the relevant action, whether now or in the next few months, has no bearing on whether or not it will happen, which is the salient point.
- c. Third, Dr. Isaacson criticizes two questions essentially for allowing the respondent to draw on the full context of the ad, including the respondent’s prior knowledge. But this is the real world! Consumers don’t behave in a vacuum. As throughout his criticism, this point disregards the court’s dictate and correct consumer research methodology that ads be considered in their full context. A consumer’s sophistication is part of that context. See *Davis v. HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1161 (“Whether an

⁴ See Wind Report, Incorporation Tables 1-14, 16; Other Legal Services Tables 1-10, 12.

advertisement is ‘misleading’ must be judged by the effect it would have on a reasonable consumer.”); *see also Lavie v. Procter & Gamble Co.*, 105 Cal. App. 4th 496, 504 (2003) (rejecting “least sophisticated consumer” standard).

- d. Fourth, Dr. Isaacson criticizes the failure to define “online legal services” in question S9 and S11a. But he ignores that any respondent included in the survey results had to have also seen and responded to question S10a and/or S11b, both of which listed specific online legal services. And in any case, “online legal services” is not a complex term requiring a definition for a reasonable consumer.
- e. Fifth, Dr. Isaacson seems to assert that every question should have included a “don’t know” response. However, as Dr. Isaacson’s own criticism notes, the lack of a “don’t know” option only poses a problem where an opinion is sought. The questions he criticizes are not matters of opinion, but screening questions to which any reasonable consumer will be able to provide a response, such as S8a, “Which of the following best describes your position with your company”; S8b “Do you have any aspirations or plan to start your own company/business”; and S12 “In the event you were in need of online legal services, which of the following describes your role in determining how to go about obtaining these services” (assessing whether respondent would be a decision maker).
- f. Sixth, Dr. Isaacson criticizes the survey’s decision tree, but his criticism shows he does not understand the meaning of the tree diagram. The decision tree is not designed to mirror the stages of decision making by the respondent, nor should it be. Its aim is to identify the allegedly harmed population—that is individuals who saw a value in the advertisement in question, did not understand the terms of the service offered, and actually gave business to Rocket Lawyer on that basis. Any consumer who does not fit this description is outside of the population relevant to LegalZoom’s claims, and is

therefore irrelevant to this litigation (except to show that consumers are not, in fact, misled by Rocket Lawyer's advertisements).⁵

12. Proper Methods and Personnel: Dr. Isaacson poses a number of questions regarding the preparation of the survey. I answer each below:

- a. Who wrote the questionnaire? I wrote the questionnaire and Radius Global Market Research ("Radius") formatted the questionnaire. At all times, Radius was under my overall supervision.
- b. Were the survey responses validated? One does not validate internet panel responses.⁶
- c. Who coded the survey responses? As stated in my report on page 21, open-ended responses were coded by a professional coder who did not know the purpose of the experiment or identity of the sponsor.
- d. Which codes are assigned to which responses? The coding tabulations and framework were provided in the Appendices to my report, also provided on April 15, 2014.
- e. Who analyzed the survey data? I analyzed the survey data. Under my supervision, Research Now collected the panel data, the independent coder coded the open ended responses, Radius conducted the computer tabulation and project management, and Abba Krieger, Professor of Statistics at the Wharton School, University of Pennsylvania, conducted the statistical analysis.

⁵ Dr. Isaacson correctly points out that "the number of potentially-deceived people gets lower as one progresses through the stages." This results from the disclosures that are present at each of the stages. To view this as a criticism requires, again, a belief that the advertisement should be viewed without any reference to its context and with disregard for how consumers act in the real world. The advertisement must be viewed with reference to the numerous disclosures and additional information provided on Rocket Lawyer's website which is accessible by the link provided in each search engine advertisement. See SJ Order at 7-8.

⁶ Validation is commonly done when interviewers are involved. The purpose of the validation is to ensure that the interview actually took place. In an internet panel, which has many safeguards (see Rep. at 17-18), validation is rarely, if ever, conducted.

- f. Who generated the decision trees and how? Based on my understanding of the allegations in this case, false advertising law, and Rocket Lawyer's business practices, I designed the decision trees to identify potentially harmed consumers.
- i. Those who did not chose Rocket Lawyer at the search engine ad were properly eliminated from this population because they would not have chosen Rocket Lawyer. I should note that they would not have necessarily chosen LegalZoom either.⁷
 - ii. Those who did not notice a free offer were properly eliminated because if they were not drawn to Rocket Lawyer because of the allegedly misleading statement, then they are irrelevant as they had other reasons to explore Rocket Lawyer.
 - iii. Those who did not see value in the free offer were also properly eliminated because the free offer was not material to their decision making. Many of these respondents are part of the skeptical consumer population that has been growing in recent years. The allegedly misleading statement would not have been a reason why the skeptical consumer would have chosen to do business with Rocket Lawyer.
 - iv. Those who understood the entire free offer (state fees and the free trial) were properly eliminated because they were not misled.
 - v. Finally, those who did not provide business to Rocket Lawyer were properly eliminated because they were not harmed, and accordingly, LegalZoom was not harmed by any loss of sales.

13. "Problematic" Responses. Dr. Isaacson claims that there were 141 problematic responses that should have been removed from the survey database. Isaacson Reb. at 3, 24. The basis

⁷ In fact, only about 66.2% of all respondents chose LegalZoom in response to Q2, . Wind Rep. at 25.

for this opinion is that I (a) included those who may or may not look for online legal services and did not do so in the past; (b) assigned to a service based on what they may or may not look for in the future even though they had previously searched for online services; and (c) includes questionable verbatim responses.

- a. **May or May Not Respondents were properly included.** As stated in paragraph 9 above, there is no reason to exclude respondents who said they “may or may not” look for online legal services in the next six months. These respondents are part of the relevant universe because they have the potential to search for and perhaps purchase services from Rocket Lawyer. In addition, whether I had limited the sample to just those who would Probably/Definitely look for online legal services in the near future, the survey results would have been the same as there was no significant difference between the results in the May or May Not and the Probably/Definitely groups.
- b. **Respondents were not assigned the wrong service.** There is no basis to conclude that these users were assigned to the wrong service. Respondents were assigned the service they were most likely to look for in the future.
- c. **Verbatim responses were actual responses to the stimuli.** Dr. Isaacson’s criticisms of these verbatim responses demonstrates how unsound his methodology was. The purpose of open ended responses is to gauge respondents’ reaction to the stimuli without any guidance. That some respondents provided responses that were not relevant to the purpose of the survey for *some* questions is to be expected and is not a basis for exclusion. Out of the 17 respondents he found to have provided questionable responses, a vast majority provided substantive responses to the questionnaire when viewed in its entirety. Several of Dr. Isaacson’s examples provided “problematic” responses to *follow-up* questions such as “anything else?” after they had already

provided substantive responses in the prior question or on the whole, provided substantive responses.⁸ Dr. Isaacson seeks exclusion of several respondents who criticized the ad, the offer, or the website.⁹ Why these respondents should be excluded is unclear, as these responses reflect the consumers' reaction to the stimuli and gives insight into why they may not have provided Rocket Lawyer with business. Five respondents did not provide substantive information in response to many of the open ended questions. Isaacson Reb., Ex. 2 (Case IDs: 3260, 6348, 6624, 6964, 7251). However, each of these respondents responded to the closed end question and all (except one, 3260) provided some substantive responses to open ended questions. *Id.* Dr. Isaacson's criticism of these respondents is consistent with his unsound methodology: In his survey, he eliminated between 62% and 69.9% of the responses provided in his survey by relegating them to a category called "other themes" that he did not analyze further. Isaacson Rep. at 23. As stated in my rebuttal report from May 15, 2014, many of these "other themes" contained information relevant to this case, but that did not favor LegalZoom. See Wind Reb. at 21-25. Such biased analysis is improper and not consistent with sound survey methodology or my practice.¹⁰

VI. Summary of Response to Dr. Isaacson's Conclusions

14. Dr. Isaacson's Rebuttal Report should be disregarded as invalid. Nothing in the report undermines the findings of my survey, where information was gathered based on realistic stimuli and through unbiased open ended and closed end questions. My study had the proper

⁸ Case IDs: 2040, 2233,5648, 6392, 6499. Attached hereto as Appendix C are the complete responses of these respondents. Dr. Isaacson only provided partial scripts of the verbatim responses for these respondents in his Rebuttal. The full verbatims are provided to demonstrate how fully these individuals responded to the questionnaire. Not providing additional follow-up information to open ended questions is no basis for excluding these individuals.

⁹ Case IDs:5817, 6581, 6582, 6624, 6657, 6766, 6886, 7068, Attached hereto as Appendix D are the complete responses of these respondents. The full verbatims are provided for each of these respondents to demonstrate how these consumers responded to the questionnaire and that there is no reason to exclude their actual reactions from my analysis.

¹⁰ By on average removing 64.9% of respondents across the test and control groups in both experiments, Dr. Isaacson's real sample size is approximately 415 respondents – smaller than my sample size, which he criticizes.

stimuli, design, universe, a large enough sample size, a logical and non-leading questionnaire, personnel, and impartial analysis that included all responses provided by respondents.

15. My opinion and conclusions stand. Nothing in Dr. Isaacson's criticisms or his own study raise any doubts in my mind that my conclusions are valid and that the Court can rely on them.

June 27, 2014

Respectfully,

A handwritten signature in black ink, appearing to read "Yoram Wind", written in a cursive style on a light-colored background.

Yoram (Jerry) Wind
President, Wind Associates, Inc.