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 26 **ROCKET LAWYER INCORPORATED**

27 **UNITED STATES DISTRICT COURT**
 28 **CENTRAL DISTRICT OF CALIFORNIA**
WESTERN DIVISION

19 LEGALZOOM.COM, INC., a Delaware
 20 corporation,
 21 Plaintiff,
 22 v.
 23 ROCKET LAWYER
 24 INCORPORATED, a Delaware
 25 corporation,
 26 Defendant.

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

**ROCKET LAWYER
 INCORPORATED'S REDACTED
 SEPARATE STATEMENT OF
 UNDISPUTED FACTS IN SUPPORT
 OF ITS MOTION FOR SUMMARY
 JUDGMENT AND/OR
 ADJUDICATION**

Date: August 18, 2014
 Time: 9:30 a.m.
 Judge: Judge Gary A. Feess
 Courtroom: 740
 Action Filed: November 20, 2012

Pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Rule 56-1 of the Central District of California, Defendant Rocket Lawyer Incorporated (“Rocket Lawyer”) hereby submits the following Separate Statement of Undisputed Facts in support of its motion for summary judgment:

UNDISPUTED FACTS

| UNDISPUTED FACT | EVIDENTIARY SUPPORT |
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| <p>1. Rocket Lawyer and LegalZoom are competitors in the online legal services market, which consists of companies offering access to legal forms, subscription plans, independent attorney consultation time, and other legal services at affordable prices.</p> | <p>Order Re: Plaintiff’s Motion for Summary Judgment (“Order”), ECF No. 44, at 1; Rocket Lawyer’s Amended Counterclaims, ECF No. 17, at 12:2-3.</p> |
| <p>2. Rocket Lawyer and LegalZoom, like other competitors in this market, advertise their services on search engines such as Google and Bing, and on their own websites.</p> | <p>Order, ECF No. 44, at 2; Mary Ann Nguyen in Support of LegalZoom’s Motion for Summary Judgment, (“Nguyen Decl. I”), ECF No. 28, ¶ 4, Ex. B (screen shots of Rocket Lawyer’s advertisements); Vu Decl. I, ECF No. 38, ¶ 4, Ex. 14.</p> |
| <p>3. Google and Bing allow businesses to advertise on search results by bidding on terms—“keywords”—that users may enter into the search field. For example, when a user searches for “incorporation,” immediately above or along the side of the search results</p> | <p>Declaration of Hong-An Vu In Support of Rocket Lawyer Incorporated’s Motion for Summary Judgment and/or Summary Adjudication (“Vu Decl. II”), ¶ 15, Ex. N; <i>see also</i> Google Instructions Regarding Keyword Advertisements (http://www.google.com/adwords/how-it-</p> |

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| are ads for businesses that have bid on that term—LegalZoom, Rocket Lawyer, LawDepot, IncforFree, etc. | works/target-your-ads.html) Bing Instructions Regarding Keyword Advertisements (http://advertise.bingads.microsoft.com/en-us/reachyournextcustomer) Google “Incorporation” Keyword Results (https://www.google.com/#q=incorporation) Bing “Incorporation” Keyword Results (http://www.bing.com/search?q=incorporation) |
| 4. Bing.com has provided the search engine marketing for Yahoo since August 2010. | Vu Decl. II, ¶ 6, Ex. E, at 7; <i>see also</i> http://yahoobingnetwork.com/en-apac/home . |
| 5. Following the Court’s instruction in the Order, Rocket Lawyer’s expert conducted a survey to test the RLI Free Ads in context (the “Wind Survey”). | Order, ECF No. 44, at 10; Vu Decl. II, ¶ 2, Ex. A (Expert Report of Professor Jerry Wind Regarding Consumer Perceptions of Rocket Lawyer’s Advertisement and Website). |
| 6. Professor Jerry (Yoram) Wind is a professor at the Wharton School of Business at the University of Pennsylvania. | Vu Decl. II, ¶ 3, Ex. B, App. B (Professor Wind’s resume). |
| 7. He is one of the leading experts in marketing and has served as an expert witness in over thirty cases since 2007 | Vu Decl. II, ¶ 3, Ex. B, Apps. B and C (list of cases in which Wind has testified). |

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| alone. | |
| 8. The Wind Survey took respondents through the typical consumer journey from the advertisement to the point of purchase. | Vu Decl. II, ¶ 3, Ex. B, Apps. A (declaration of David Baga attesting to consumer journey reflected in Wind’s stimuli) and E (stimuli used in Wind’s survey). |
| 9. According to the Wind Survey results, consumers’ understanding of Rocket Lawyer’s services would be the same whether Rocket Lawyer had continued its advertising practices or had changed them to address LegalZoom’s allegations. | Vu Decl. II, ¶ 3, Ex. A, at 62-64. |
| 10. Since October 2008, Rocket Lawyer has offered to new users free business formation (<i>i.e.</i> , incorporation, LLC formation) with enrollment in a free trial of its Pro Legal Plan (or currently, its Complete Plan). | Order, ECF No. 44, at 2-3; Declaration of Paul Hollerbach in Support of Rocket Lawyer’s Opposition to Motion for Summary Judgment (“Hollerbach Decl. I”), ECF No. 37-3, ¶ 20; Vu Decl. II, ¶ 3, Ex. B, App. A (declaration of David Baga attesting to consumer journey reflected in Wind’s stimuli). |
| 11. Users only had to pay state-mandated fees which passed through entirely to the government. | Hollerbach Decl. I, ECF No. 37-3, ¶ 20. |
| 12. Between October 2008 and September 2013, Rocket Lawyer | Vu Decl. II, ¶ 7, Ex. F; ¶ 13, Ex. L; Declaration of Paul Hollerbach in |

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| published approximately [REDACTED] business formation ads that contained the word “free” on search engines, and approximately [REDACTED] businesses were formed through RocketLawyer.com. | Support of Rocket Lawyer’s Motion for Summary Judgment (“Hollerbach Decl. II”), ¶¶ 3, 5. |
| 13. Each of these ads contained a link to RocketLawyer.com where consumers are required to click through multiple disclosures of state fees before they can make a purchasing decision. | Vu Decl. II, ¶ 3, Ex. B, Apps. A and E. Order, ECF No. 44, at 2-3; Nguyen Decl. I, ECF. No. 28, ¶ 4, Ex. B. |
| 14. Of these [REDACTED] ads, only [REDACTED]—%—were Free Business Formation Ads that did not expressly disclose state fees. | Vu Decl. II, ¶ 6, Ex. E, at 8; ¶ 7, Ex. F; Hollerbach Decl. II, ¶ 3. |
| 15. Rocket Lawyer received [REDACTED] conversions from these Free Business Formation Ads at a very low conversion rate of [REDACTED] %. | Vu Decl. II, ¶ 6, Ex. E, at 8; ¶ 7, Ex. F; Hollerbach Decl. II, ¶ 3. |
| 16. “Conversion” as used herein means that a consumer clicked on a Free Business Formation Ad and thereafter, reached the account registration page, credit card billing page and/or successfully formed a business entity by completing the credit card billing page. | Vu Decl. II, ¶ 6, Ex. E, at 8; ¶ 7, Ex. F; Hollerbach Decl. II, ¶ 3. |
| 17. “Click(s)” means the number of | <i>See</i> Vu Decl. II, ¶ 7, Ex. F; ¶ 12, Ex. K; |

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| clicks on the ad (i.e. number of visits to RL.com from that ad). Conversion rate is the number of conversions per clicks. | Hollerbach Decl. II, ¶¶ 3-4. |
| 18. A “conversion” used in this respect may not actually mean a business was formed or that a customer paid any fees to Rocket Lawyer or a governmental entity. | <i>See</i> Vu Decl. II, ¶ 6, Ex. E, at 8; ¶ 7, Ex. F; Hollerbach Decl. II, ¶ 3. |
| 19. Thus, even if all of Rocket Lawyer’s Free Business Formation Ads were false and/or misleading, less than █% of consumers who encountered these ads could have arguably been misled and decided to do business with Rocket Lawyer. | Vu Decl. II, ¶ 6, Ex. E, at 8; ¶ 7, Ex. F; Hollerbach Decl. II, ¶ 3. |
| 20. In addition, less than █% of Rocket Lawyer’s Free Business Formation Ads were placed on LegalZoom keywords—meaning that Rocket Lawyer’s ad would likely appear when a consumer searched for a combination of “legal” and “zoom” (“Free LZ Triggered Business Formation Ads”). | Vu Decl. II, ¶ 6, Ex. E, at 11; ¶ 7, Ex. F; Hollerbach Decl. II, ¶ 3. |
| 21. There were only █ conversions on these ads with a similarly low █% | Vu Decl. II, ¶ 6, Ex. E, at 15; ¶ 7, Ex. F; Hollerbach Decl. II, ¶ 3. |

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| conversion rate. | |
| 22. In the Wind Survey, a test group of 104 actual and potential consumers of legal services viewed a Free Business Formation Ad that disclosed state fees, and a control group of 103 similar consumers viewed an ad that did not disclose state fees. | Vu Decl. II, ¶ 2, Ex. A, at 17. |
| 23. The test and control ads were placed in the same place, in the same position amongst other ads that appeared in a real search for “incorporation.” | Vu Decl. II, ¶ 2, Ex. A, at 10; ¶ 3, Ex. B, App. E (Wind Survey stimuli). |
| 24. Respondents then followed the same path consumers follow on RocketLawyer.com (the “consumer journey”). | Vu Decl. II, ¶ 2, Ex. A, ¶ 3; Ex. B, App. E. |
| 25. Stimuli showed respondents images from the search engine ad through successive webpages on RocketLawyer.com to the point of purchase. | Vu Decl. II, ¶ 3, Ex. B, App. E. |
| 26. The Wind Survey was designed to determine whether (i) more consumers in the control group were drawn to Rocket Lawyer’s website than | Vu Decl. II, ¶ 2, Ex. A, at 2. |

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| in the test group, and (ii) consumers in the test group were more likely to understand that they must pay state fees even if Rocket Lawyer’s services were free than in the control group. | |
| 27. After viewing the search engine results and ads, respondents were asked which of the companies advertised did the user want to explore further. | Vu Decl. II, ¶ 2, Ex. A, at 19; ¶ 3, Ex. B, App. G (Wind Survey questionnaire). |
| 28. Respondents in the control group did not choose Rocket Lawyer more than in the test group: the survey established that there is no statistically significant difference between the test and control groups with respect to choosing Rocket Lawyer or LegalZoom among the many competitors in the market at the search engine stage. | Vu Decl. II, ¶ 2, Ex. A, at 3-4; 25-26. |
| 29. In fact, slightly more respondents chose <i>LegalZoom</i> in the control group (where the Rocket Lawyer advertisement <i>did not</i> disclose state fees in its text). | Vu Decl. II, ¶ 2, Ex. A, at 25. |
| 30. The Wind Survey also found that there is a portion of the relevant population that is skeptical about free | Vu Decl. II, ¶ 2, Ex. A at 66; <i>see also</i> ¶ 4, Ex. C, at 7 (acknowledging skeptical population in the Isaacson survey and |

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| offers and that such ads decrease the likelihood that these consumers would chose to explore Rocket Lawyer and/or actually provide business to Rocket Lawyer. | significant research supporting increase in skeptical consumers). |
| 31. Note that although the Wind Survey analyzed whether there was any difference between the test and control groups in their decision to choose Rocket Lawyer or LegalZoom, many respondents chose other competitors whose ads appeared on the search engine results, as would occur in the real world. | Vu Decl. II, ¶ 3, Ex. B, App. L (Table 6, Question 2, Online Legal Services Companies Chosen Initially). |
| 32. In addition, test respondents did not exhibit any better understanding that they must pay state fees even if Rocket Lawyer’s services were free than in the control group: the test and control groups were equally likely to understand the state fees issue at the decision-making point. | Vu Decl. II, ¶ 2, Ex. A, at 31, 62-63. |
| 33. Nearly 70% of all test subjects understood that they were required to pay state fees regardless of whether they were in the test or control group. | Vu Decl. II, ¶ 2, Ex. A, at 31. |

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| 34. Furthermore, there was no significant difference between the test and control respondents in deciding to do business with Rocket Lawyer. | Vu Decl. II, ¶ 2, Ex. A, at 37. |
| 35. However, slightly more respondents in the control group, who did not receive the state fees disclosure in the search engine ad, were more likely to continue searching for other online legal services. | Vu Decl. II, ¶ 2, Ex. A at 36-37. |
| 36. Thus, adding state fee disclosures to the ad copy itself, to address LegalZoom’s allegations, would have no effect on consumers’ decision to provide Rocket Lawyer with business or benefit to Rocket Lawyer. | Vu Decl. II, ¶ 2, Ex. A, at 36, 62-63. |
| 37. Moreover, respondents in the Wind Survey also identified the advertisement as the least important factor in their decision making. | Vu Decl. II, ¶ 2, Ex. A, at 4, 40, 57. |
| 38. Rather, other customers’ reviews and price of the service provider were among the top factors affecting purchasing decisions in both experiments. | Vu Decl. II, ¶ 2, Ex. A, at 4, 40, 57. |
| 39. LegalZoom’s survey, or the | Vu Decl. II, ¶ 4, Ex. C, at 7, 29; ¶ 5, Ex. |

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| “Isaacson Survey,” did not test whether consumers were diverted from LegalZoom to Rocket Lawyer. Instead of allowing respondents to view the ads in the context of a search engine result page and choose Rocket Lawyer or LegalZoom, the Isaacson Survey’s stimuli failed to replicate market conditions and merely directed respondents to focus only on an isolated Rocket Lawyer advertisement, blurring out all other ads and circling Rocket Lawyer’s. | D at Exs. 2 and 3 (Isaacson stimuli). |
| 40. The Isaacson Survey did not provide any context. | Vu Decl. II, ¶ 4, Ex. C, at 6, 29; ¶ 5, Ex. D, at Exs. 2 and 3 (Isaacson stimuli). |
| 41. The Isaacson Survey did not allow respondents to view the competitor ads that any real world consumer would encounter. | Vu Decl. II, ¶ 4, Ex. C, at 7; ¶ 5, Ex. D, at Exs. 2 and 3 (Isaacson stimuli). |
| 42. The Isaacson Survey also did not provide respondents with access to the information and disclosures on RocketLawyer.com regarding state fees, which every consumer must view before making a purchasing decision, contrary to this Court’s instruction. | Order, ECF No. 44, at 7; Declaration of Hong-An Vu in Support of Rocket Lawyer’s Opposition to Motion for Summary Judgment, (“Vu Decl. I”), ECF No. 38, ¶ 3(d)-(j), Exs. 5-11; Vu Decl. II, ¶ 4, Ex. C, at 6; ¶ 5, Ex. D, at Exs. 2 and 3 (Isaacson stimuli). |

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| 43. The Isaacson Survey did not test respondents’ understanding. The Isaacson Survey was a reading test that did not test consumers’ comprehension and perceptions of the advertisements because respondents had access to the advertisements at all times, thus rendering the survey an open book test where respondents could merely copy the advertisements in response to open ended questions. | Vu Decl. II, ¶ 4, Ex. C, at 9-10; ¶ 5, Ex. D, at 19, ¶ 50. |
| 44. The Isaacson Survey did not test LegalZoom’s allegations in the FAC. The Isaacson Survey stimuli entirely removed “free” from the control ad instead of testing “free” with additional disclosure of state fees. | FAC, ECF No. 14; Vu Decl. II, ¶ 4, Ex. C, at 18-19; ¶ 5, Ex. D at Ex. 3 (Isaacson control stimuli). |
| 45. Further disclosure of state fees in Rocket Lawyer’s Free Business Formation Ads would not affect consumer understanding or decision to provide Rocket Lawyer with business, and would have no effect on LegalZoom. | Vu Decl. II, ¶ 2, Ex. A, at 25, 37, Ex. C, at 12. |
| 46. In Rocket Lawyer’s survey, there is no significant difference between the | Vu Decl. II, ¶ 2, Ex. A, at 42-43, 59-60. |

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| test and control groups with respect to those who: (i) chose Rocket Lawyer after seeing just the search engine advertisements, (ii) recalled the free offer, (iii) perceived the free offer as valuable (iv) exhibited or demonstrated some confusion as to the free offer, and (v) accepted the free trial or bought other products from Rocket Lawyer. | |
| 47. There were <i>slightly more</i> confused respondents who would have given Rocket Lawyer business in the <i>test groups</i> that viewed the ads as LegalZoom demands. | Vu Decl. II, ¶ 2, Ex. A, at 36; 42-43, 59-60. |
| 48. In the control groups—those who viewed Rocket Lawyer’s ads as they were published—less than 5% of respondents exhibited <i>some</i> confusion about Rocket Lawyer’s services. | Vu Decl. II, ¶ 2, Ex. A, at 42-43, 59-60. |
| 49. The Wind Survey demonstrates that after reviewing Rocket Lawyer’s advertisements and websites, most consumers continue to search for other online legal services providers. | <i>See</i> Vu Decl. II, ¶ 2, Ex. A, at 37 (incorporation service), 54 (other legal services). |
| 50. There is no significant difference between the test and control groups with | <i>See</i> Vu Decl. II, ¶ 2, Ex. A, at 37 (incorporation service), 54 (other legal |

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| respect to this decision. | services). |
| 51. Only 5.5% of all respondents stated that they were not going to buy online legal services at all—meaning that 94.5% of all respondents were open to using online legal services after their experience with RocketLawyer.com | <i>See</i> Vu Decl. II, ¶ 2, Ex. A, at 37 (incorporation service), 54 (other legal services). |
| 52. Rocket Lawyer utilizes a “freemium” business model and has offered a free trial of its subscription plans since inception. | Hollerbach Decl. I, ECF No. 37-3, ¶ 4. |
| 53. Over 90% of Rocket Lawyer’s registered users have not paid Rocket Lawyer (or a government entity) for use of its services. | Hollerbach Decl. I, ECF No. 37-3, ¶ 8. |
| 54. Most of Rocket Lawyer’s free trial advertisements are “intra-website,” meaning that the free trial is advertised and offered primarily on Rocketlawyer.com. | <i>See</i> Hollerbach Decl. I, ECF No. 37-3, ¶ 13-17, Ex. C; Vu Decl. II ¶ 12, Ex. K; Hollerbach Decl. II, ¶ 4; FAC, ECF No. 14, Ex. C and D. |
| 55. Between November 2008 and September 2013, Rocket Lawyer published a total of [REDACTED] free trial advertisements on LegalZoom keywords, but Rocket Lawyer [REDACTED] [REDACTED] on these | Vu Decl. II ¶ 12, Ex. K; Hollerbach Decl. II, ¶ 4. |

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| advertisements. | |
| 56. A typical user would encounter a Rocket Lawyer Free Trial Offer by first searching for a document on Google or Bing. | Hollerbach Decl. I, ECF No. 37-3, ¶ 13. |
| 57. After clicking on a link in the ad, the user would be taken to RocketLawyer.com and responding to an interactive interview that enabled the user to complete the searched-for document. | Hollerbach Decl. I, ECF No. 37-3, ¶ 14. |
| 58. At the end of the interview, the user could enroll in a free trial, a monthly plan, or an annual plan. | Hollerbach Decl. I, ECF No. 37-3, ¶ 15. |
| 59. If the user elected to accept the Free Trial Offer, the user would then be taken to a page presenting the terms of the free trial and various other terms of use, where he or she could enter credit card information and accept the terms—or not. | Hollerbach Decl. I, ECF No. 37-3, ¶¶ 16-18; Vu Decl. I, ECF No. 38, ¶ 3. |
| 60. On the right-hand side of the credit card form, Rocket Lawyer provided information relating to the free trial, including cost, length of the free trial period, and the need to cancel: | Order, ECF No. 44, at 2; Vu Decl. I, ECF No. 38, ¶¶ 3(d)-(e), Exs. 5, 6. |

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| <p>Your free trial entitles you to the Pro [or Basic] Legal plan for one-week. After your free trial ends, a Rocket Lawyer Monthly plan with unlimited free documents, e-signatures, sharing and other premium features will start and this credit card will be charged \$39.95 [or \$19.95 for Basic Legal Plan]/month. . . If you decide that you don't want to keep your membership, simply downgrade the service to a free membership to discontinue the Legal Plan and \$39.95 [or \$19.95 for basic Legal Plan]/month billing. The legal documents created and saved during your trial are free, which means they are yours to keep, and you can access them at any time.</p> | |
| <p>61. The toll free phone number to cancel a free trial was, and still is, at the top of every registration page.</p> | <p>Order, ECF No. 44, at 2; Vu Decl. I ¶¶ 3(d)-(e), Exs. 5, 6.</p> |
| <p>62. In addition, to ensure that customers have answers to questions about the free trial, Rocket Lawyer has an FAQ section which details the different ways a customer can cancel any plan.</p> | <p>Order, ECF No. 44, at 2; Vu Decl. I, ECF No. 38, ¶¶ 3(d)-(e) at Exs. 5, 6.</p> |
| <p>63. LegalZoom only challenges the format of Rocket Lawyer's disclosures and not their substance.</p> | <p>FAC, ECF No. 14, at 18-40.</p> |

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| 64. Rocket Lawyer conducted a survey where one group received the disclosures as Rocket Lawyer has disclosed them (control group) and a second group received the disclosures as LegalZoom displays its own free trial information (test group), to determine if either the test or control group better understood the nature of a free trial. | Vu Decl. II, ¶ 2, Ex. A, at 7, 13-15; ¶ 14, Ex. M. |
| 65. The test stimuli mirrored LegalZoom’s formatting for its free trial offer and disclosures on LegalZoom.com. | Vu Decl. II, ¶ 2, Ex. A, at 13-15; ¶ 3, Ex. B, App. E (Wind Survey stimuli); ¶ 14, Ex. M. |
| 66. The survey results demonstrate that there is no significant difference in consumer understanding of the free trial between the test and control groups. | Vu Decl. II, ¶ 2, Ex. A, at 50-51. |
| 67. 66.3% of the control respondents knew that the free trial had a time limit compared to 67.3% in the test group. | Vu Decl. II, ¶ 2, Ex. A, at 50. |
| 68. 52 of 70 test respondents understood that they would be charged after the free trial period ended compared to 54 of 67 control respondents. | Vu Decl. II, ¶ 2, Ex. A, at 51. |
| 69. There was also no significant | Vu Decl. II, ¶ 2, Ex. A, at 54. |

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| difference in respondents' decision to do business with Rocket Lawyer between the test and control groups (compare 41.7% test with 38.3% control). | |
| 70. Revising Rocket Lawyer's free trial disclosure format, even to directly conform with LegalZoom's own practices, would not affect consumer understanding or decision making. | Vu Decl. II, ¶ 2, Ex. A, at 63-64. |
| 71. LegalZoom has no evidence sufficient to dispute the Wind Survey results and conclusions because it did not test the Free Trial Ads in the Isaacson Survey. | Vu Decl. II, ¶ 4, Ex. C, at 19; ¶ 5, Ex. D. |
| 72. Rocket Lawyer's subscription plans include access to Rocket Lawyer's On Call attorneys who can provide legal advice or live consultations, answer written questions, and/or review legal documents. | Order, ECF No. 44, at 3; Vu Decl. I, ECF No. 38, ¶ 3(k)-(l), Exs. 12-13; Hollerbach Decl. I, ¶ 22. |
| 73. LegalZoom alleges that consumers have been misled because Rocket Lawyer does not adequately disclose that not all members have access to these On Call services. | FAC, ECF 14, ¶ 20-21, 28-31. |

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| 74. Between October 2008 and November 2012, “legal review,” having an attorney review a document drafted on Rocketlawyer.com, was provided only to annual plan members immediately and to monthly plan members after 90 days. | <i>See</i> Vu Decl. I, ECF No. 38, ¶¶ 3(k)-(l), Exs. 12-13; Hollerbach Decl. I, ¶ 22; Ex. C. |
| 75. Rocket Lawyer now allows all members access to Legal Review. | Order, ECF 44, at 3; Vu Decl. I, ECF No. 38, ¶¶ 3(k)-(l), Exs. 12 and 13. |
| 76. By contrast, as disclosed in Rocket Lawyer’s opposition to LegalZoom’s summary judgment motion, free help from local attorneys is and has been available to all registered users, even free trial members, in the form of consultations with Rocket Lawyer’s On Call attorneys. | Hollerbach Decl. I, ECF No. 37-3, ¶ 23. |
| 77. Rocket Lawyer does not advertise “free help from local attorneys” or “free legal review” on Google or Bing. | Vu Decl. II, ¶¶ 8-11, Exs. G-J; Hollerbach Decl. II, ¶ 5. |
| 78. Instead, consumers typically encounter information relating to Free Legal Review at the end of the consumer journey that results from searching for and completing a form. | Hollerbach Decl. I, ECF No. 37-3, ¶ 15, Ex. C. |
| 79. On the same screen as the Free | Hollerbach Decl. I, ECF No. 37-3, ¶ 15, |

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| Trial Offer, Rocket Lawyer disclosed that free document review was available immediately in the annual plan, after 90 days for the monthly plan, and not included in the free trial. | Ex. C. |
| 80. No additional disclosures were provided for “free help from local attorneys” because all Rocket Lawyer registered users, whether on a free trial or a paid legal plan, can contact an attorney for a free consultation at any time. | Hollerbach Decl. I, ECF No. 37-3, ¶ 22-23. |
| 81. Despite knowledge that free help from local attorneys is available to all registered users, the Isaacson Survey tested “limitations” on Free Help Ads instead of Free Legal Review. | Vu Decl. II, ¶ 4, Ex. C, at 17-19; ¶ 5, Ex. D at 20, 28, at Exs. 2 and 3 (Isaacson Stimuli). |
| 82. LegalZoom designed the Isaacson Survey stimuli to test whether consumers understood when they could get “free help from a local attorney.” | Vu Decl. II, ¶ 4, Ex. C, at 17-19; ¶ 5, Ex. D at 20, 28, at Exs. 2 and 3 (Isaacson Stimuli). |
| 83. But the limitations that LegalZoom tested do not apply to help from local attorneys, and thus, LegalZoom’s survey does not test Rocket Lawyer’s actual practices. | Vu Decl. II, ¶ 4, Ex. C, at 18-19. |

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| 84. In addition, LegalZoom’s survey reveals that a high majority of both test and control respondents understood that they were required to be on some kind of Rocket Lawyer plan to receive free help from local attorneys. | Vu Decl. II, ¶ 4, Ex. C, at 24-25; ¶ 5, Ex. D, at 28. |
| 85. Furthermore, LegalZoom chose not to test Free Legal Review Ads in the Isaacson Survey, and therefore, has no evidence to suggest that Rocket Lawyer’s disclosures are inadequate. | Vu Decl. II, ¶ 4, Ex. C, at 30-31; ¶ 5, Ex. D at 28, at Exs. 2 and 3 (Isaacson Stimuli). |
| 86. LegalZoom complains of only one comparative ad—“Zoom costs \$99, We’re Free.” | Nguyen Decl. I, ¶ 4, Ex. B, ECF No. 28-2. |
| 87. However, LegalZoom does charge \$99 plus state fees, whereas Rocket Lawyer’s service is \$0 plus state fees. | Vu Decl. I, ECF No. 38, ¶ 7, Ex. 22 and 23; Order at 8 (“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]”). |
| 88. LegalZoom also alleged that Rocket Lawyer advertised that it offered a Basic and Pro Legal plan, but that only a free trial of the Basic Plan was available to users. | FAC, ECF No. 14, at ¶ 14. |
| 89. Rocket Lawyer offered free trials | Vu Decl. I, ECF No. 38, ¶¶ 3(d)-(e), Exs. |

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| of its Basic and Pro Legal Plans. | 4-5. |
| 90. LegalZoom alleges that Rocket Lawyer’s registration of two domain names—www.legalzoomer.com and www.legalzoomgadget.com—but does not allege a cause of action based on registration of these names. | See FAC, ECF No. 14, at 7-13. |
| 91. Rocket Lawyer has not used these domain names as they have been and continue to be error webpages with no content. | Answer to First Amended Complaint and Counterclaim, ECF No. 17, Ex. 6. |
| 92. The discovery cut-off date is August 12, 2014. | Order Granting Ex Parte Application to Continue Trial and Related Dates Set in the Court’s January 22, 2014 Order for Good Cause, ECF No. 56, at 3. |
| 93. As of the date of Rocket Lawyer’s motion for summary judgment, Rocket Lawyer has produced over 22,000 documents in response to LegalZoom’s discovery requests, including at least 10 spreadsheets of generated advertisement and conversion data. | Vu Decl. II, ¶ 17. |
| 94. LegalZoom should have tested consumer reaction to ads that said “Free | Vu Decl. II, ¶ 4, Ex. C, at 8-9. |

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| Incorporation – Pay only state fees” or similar language instead of removing the word “free” entirely. | |
| 95. By removing “free” entirely from the control stimuli, LegalZoom made it far less likely that a consumer would actually type “free” when answering an open ended question about what they saw from the ad, especially where the ad was available at all times. | Vu Decl. II, ¶ 4, Ex. C, at 9. |

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