

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

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

10 Brian W. Cook (*Pro Hac Vice*)
bcook@goodwinprocter.com
11 **GOODWIN PROCTER LLP**
53 State Street
12 Boston, MA 02109-2802
13 Tel.: 617.570.1000
Fax.: 617.523.1231

14 *Attorneys for Defendant*
15 **ROCKET LAWYER INCORPORATED**

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19
20 LEGALZOOM.COM, INC., a Delaware
corporation,

21 Plaintiff,

22 v.

23 ROCKET LAWYER
24 INCORPORATED, a Delaware
corporation,

25 Defendant.

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

**ROCKET LAWYER
INCORPORATED'S REDACTED
STATEMENT OF GENUINE ISSUES
IN SUPPORT OF OPPOSITION TO
LEGALZOOM.COM, INC.'S
MOTION FOR PARTIAL
SUMMARY JUDGMENT**

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 56-2 of the Central District of California, Defendant Rocket Lawyer Incorporated (“Rocket Lawyer”) hereby submits the following Statement of Genuine Issues in support of its opposition to LegalZoom.com, Inc.’s (“LegalZoom”) motion for partial summary judgment:

STATEMENT OF GENUINE ISSUES¹

LEGALZOOM’S ALLEGED UNDISPUTED FACT	ROCKET LAWYER’S RESPONSE & EVIDENTIARY SUPPORT
<p>1. Legalspring.com is a website that was formerly owned, operated and moderated by Travis Giggy.</p>	<p>Undisputed that Giggy formerly owned, operated, and moderated Legalspring.com. Disputed to the extent it implies that Giggy is the only former operator and/or moderator of Legalspring.com.</p> <p>Moving Party’s Evidence: Declaration of Travis Giggy (“Giggy Decl.”) ¶ 3.</p> <p>Rocket Lawyer’s Evidence: Declaration of Hong-An Vu (“Vu Decl.”), filed concurrently herewith, ¶ 7,</p> <p>██</p> <p>██</p> <p>██</p>
<p>2. Mr. Giggy is a former employee of LegalZoom.</p>	<p>Undisputed.</p> <p>Moving Party’s Evidence: Giggy Decl.</p>

¹ Rocket Lawyer notes that LegalZoom has submitted “Conclusions of Law” as part of its Separate Statement of Uncontroverted Facts. As the Court’s standing order states clearly that “[n]o argument should be set forth in” the Statement of Genuine Issues, all issues of law are addressed in Rocket Lawyer’s Opposition, rather than here.

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LEGALZOOM’S ALLEGED UNDISPUTED FACT	ROCKET LAWYER’S RESPONSE & EVIDENTIARY SUPPORT
	¶ 2.
3. Based on a sale which took place March 1, 2013, the Legalspring.com website is now owned by Inenvi, Inc.	Undisputed. Moving Party’s Evidence: Giggy Decl. ¶ 3.
4. Legalspring.com includes an “opinion” about various online providers as well as the posting of third party customer reviews, and this content is selected and published exclusively by Legalspring.com.	Undisputed that Legalspring.com includes the content specified. Disputed that said content is selected and published exclusively by Legalspring.com. Moving Party’s Evidence: Declaration of Aaron P. Allan (“Allan Decl.”), ¶ 2, Ex. C (Exhibit 15 to Rocket Lawyer’s Answer and Amended Counterclaims, ECF No. 17) and ¶ 3, Ex. D (customer reviews of LegalZoom from Legalspring.com); Declaration of Dorian Quispe (“Quispe Decl.”), ¶ 4; Giggy Decl. ¶¶ 5-6, Ex. A (various Legalspring.com webpages). Rocket Lawyer’s Evidence: Vu Decl., ¶ 5, Ex. 4 at LZ001628 [REDACTED] [REDACTED] [REDACTED] [REDACTED]); <i>id.</i> at ¶ 3, Ex. 2

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LEGALZOOM’S ALLEGED UNDISPUTED FACT	ROCKET LAWYER’S RESPONSE & EVIDENTIARY SUPPORT
	<p>([REDACTED]); <i>id.</i> at ¶ 13, Ex. 12 (LegalZoom requesting and Giggy confirming removal of negative reviews including at least two from verified LegalZoom customers); <i>id.</i> at ¶ 14, Ex. 13 (Giggy notifying LegalZoom of negative reviews that had been or would soon be removed).</p> <p>Objection: Misleading (Fed. R. Evid. 403).</p>
<p>5. LegalZoom has not authored any of the reviews on Legalspring.com, and has no responsibility for the reviews which are actually posted.</p>	<p>Disputed.</p> <p>Moving Party’s Evidence: Quispe Decl. ¶ 4.</p> <p>Rocket Lawyer’s Evidence: Vu Decl., ¶ 3, Ex. 2 ([REDACTED]); <i>id.</i> at ¶ 21, Ex. 20 (same).</p> <p>Objection: Misleading (Fed. R. Evid. 403).</p>
<p>6. The current relationship between Legalspring.com and LegalZoom is that of affiliate and client.</p>	<p>Moving Party’s Evidence: Quispe Decl., ¶ 3.</p> <p>Objection: Misleading (Fed. R.</p>

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LEGALZOOM’S ALLEGED UNDISPUTED FACT	ROCKET LAWYER’S RESPONSE & EVIDENTIARY SUPPORT
	Evid. 403).
7. To the extent that consumers visit LegalZoom’s web site as a result of having first visited Legalspring.com, LegalZoom has provided compensation to Legalspring.com.	Undisputed. Moving Party’s Evidence: Quispe Decl., ¶ 5; Giggy Decl., ¶ 8.
8. While Mr. Giggy, at one time, received compensation from LegalZoom for any products sold by LegalZoom as a result of a consumer first visiting Legalspring.com., that relationship terminated as of March 2013.	Undisputed that Giggy was compensated for referrals to LegalZoom. Disputed that this was the full nature of the relationship between LegalZoom and Legalspring.com. Moving Party’s Evidence: Quispe Decl., ¶ 6; Giggy Decl., ¶ 8. Rocket Lawyer’s Evidence: Vu Decl., ¶ 7, Ex. 6 ([REDACTED] [REDACTED] [REDACTED]); <i>id.</i> at ¶ 17, Ex. 16 (indicating that LegalZoom would be accessing and making changes to Legalspring.com); <i>id.</i> at ¶ 18, Ex. 17 (internal LegalZoom email stating “if you haven’t already, we can relaunch legalspring as a brand defense website”). Objections: Incomplete (Fed. R. Evid. 106), Misleading (Fed. R. Evid. 403).

<p>1 LEGALZOOM’S ALLEGED</p> <p>2 UNDISPUTED FACT</p>	<p> ROCKET LAWYER’S RESPONSE</p> <p> & EVIDENTIARY SUPPORT</p>
<p>3 9. All of the content at</p> <p>4 Legalspring.com is expressed as matters</p> <p>5 of opinion – not facts.</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p>	<p>Disputed. Legalspring.com includes</p> <p>factual assertions regarding the dates of</p> <p>customer reviews and the overall rating</p> <p>of LegalZoom by customers posting on</p> <p>the site.</p> <p>Moving Party’s Evidence: Allan Decl.,</p> <p>¶ 2, Ex. C; ¶ 3, Ex. D.</p> <p>Rocket Lawyer’s Evidence:</p> <p>Legalspring.com; ¶ 10, <i>infra</i>.</p>
<p>12 10. Statements of fact provided by</p> <p>13 Legalspring.com, e.g., that the reviewer</p> <p>14 and his family members have used</p> <p>15 LegalZoom, and that the site moderator</p> <p>16 has been running the review site for</p> <p>17 many years, are not being challenged by</p> <p>18 Rocket Lawyer as being either false or</p> <p>19 misleading.</p> <p>20</p> <p>21</p>	<p>Undisputed that the two examples</p> <p>provided are unchallenged. Disputed</p> <p>that Rocket Lawyer is not challenging</p> <p>statements of fact present on</p> <p>Legalspring.com.</p> <p>Moving Party’s Evidence: Rocket</p> <p>Lawyer’s Answer and Amended</p> <p>Counterclaims, ECF No. 17, pp. 18-20.</p> <p>Rocket Lawyer’s Evidence: <i>See</i> Rocket</p> <p>Lawyer’s Opposition at 10-17.</p>
<p>22 11. The only content on</p> <p>23 Legalspring.com for which LegalZoom</p> <p>24 provided any authorship is the disclaimer</p> <p>25 which appears at the bottom of the first</p> <p>26 web page which states: “The moderator</p> <p>27 of this Site has affiliate relationships</p> <p>28</p>	<p>Undisputed that LegalZoom authored</p> <p>the disclaimer. Disputed that this is the</p> <p>only content controlled by LegalZoom.</p> <p>Moving Party’s Evidence: Quispe</p> <p>Decl., ¶ 8; Giggy Decl., ¶ 9, Ex. B.</p> <p>Rocket Lawyer’s Evidence: Vu Decl., ¶</p>

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LEGALZOOM’S ALLEGED UNDISPUTED FACT	ROCKET LAWYER’S RESPONSE & EVIDENTIARY SUPPORT
with third party sites reviewed on this Site.”	5, Ex. 4 ([REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] <i>id.</i> at ¶ 3, Ex. 2 ([REDACTED] [REDACTED] [REDACTED] ; <i>id.</i> at ¶ 13, Ex. 12 (LegalZoom requesting and Giggy confirming removal of negative reviews including at least two from verified LegalZoom customers); <i>id.</i> at ¶ 14, Ex. 13 (Giggy notifying LegalZoom of negative reviews that had been or would soon be removed). Objections: Incomplete (Fed. R. Evid. 106), Misleading (Fed. R. Evid. 403).
12. There is no language at Legalspring.com suggesting that Legalspring.com has no relationship with the online providers being reviewed.	Undisputed. Moving Party’s Evidence: Allan Decl., ¶ 2, Ex. C; ¶ 3, Ex. D.
13. Rocket Lawyer has produced no market research or consumer surveys to establish that consumers are being misled by Legalspring.com into	Undisputed. Moving Party’s Evidence: Allan Decl., ¶ 5.

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LEGALZOOM’S ALLEGED UNDISPUTED FACT	ROCKET LAWYER’S RESPONSE & EVIDENTIARY SUPPORT
believing that “all” online providers are being reviewed by a “neutral” reviewer.	
14. There is no representation made at Legalspring.com that the reviews being provided are either objective or “neutral,” as alleged by Rocket Lawyer.	<p>Undisputed that no such affirmative representation is made. Disputed to the extent it implies Legalspring.com represents itself as something other than a neutral review site.</p> <p>Moving Party’s Evidence: Allan Decl., ¶ 2, Ex. C; ¶ 3, Ex. D.</p> <p>Rocket Lawyer’s Evidence: Legalspring.com home page, ECF No. 17, Ex. 15 at 1 (“What does Legalspring do? We offer reviews of companies that provide online legal services like incorporation, forming an LLC, getting your last will and testament, or getting a divorce.”); <i>id.</i> Ex. 15 at 15 (Legalspring FAQ, no longer available online: “Who is the best Incorporator online? This is why LegalSpring.com was formed - to find the answer to questions like this.”); Vu Decl., ¶ 24, Ex. 23 (LegalSpring.com strives to be the industry leading legal site review destination. By providing unbiased comments and reviews from</p>

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LEGALZOOM’S ALLEGED UNDISPUTED FACT	ROCKET LAWYER’S RESPONSE & EVIDENTIARY SUPPORT
	real users of a company's service, LegalSpring.com can help prospective (sic) users of these services to choose a cost-effective, reputable and reliable company to execute their legal needs”).
15. The Legalspring.com website merely provides “opinions” and “reviews” by the site moderator and by actual customers.	Disputed. Moving Party’s Evidence: Allan Decl., ¶ 2, Ex. C and ¶ 3, Ex. D; ; Giggy Decl., ¶ 5 and ¶ 6, Ex. A. Rocket Lawyer’s Evidence: Vu Decl., ¶ 3, Ex. 2 ([REDACTED] [REDACTED] [REDACTED]); <i>id.</i> at ¶ 21, Ex. 20 (same).
16. While many of the reviews of LegalZoom at Legalspring.com are very positive, several of them are not.	Undisputed. Moving Party’s Evidence: Giggy Decl., ¶ 7; Allan Decl., ¶ 3, Ex. D.
17. Rocket Lawyer has made no allegation, and has no evidence, that any of these posted customer reviews are not genuine.	Disputed. Moving Party’s Evidence: Rocket Lawyer’s Answer and Amended Counterclaims, ECF No. 17, pp. 18-20. Rocket Lawyer’s Evidence: Vu Decl., ¶ 3, Ex. 2 ([REDACTED] [REDACTED] [REDACTED]); <i>id.</i> at ¶

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LEGALZOOM’S ALLEGED UNDISPUTED FACT	ROCKET LAWYER’S RESPONSE & EVIDENTIARY SUPPORT
	13, Ex. 12 (LegalZoom requesting and Giggy confirming removal of negative reviews including at least two from verified LegalZoom customers); <i>id.</i> at ¶ 14, Ex. 13 (Giggy notifying LegalZoom of negative reviews that had been or would soon be removed); <i>id.</i> at ¶ 22, Ex. 21 (Giggy modified timestamps on negative reviews to “push ‘em down the list a little ways” with knowledge and/or approval from LegalZoom); <i>id.</i> at ¶ 15, Ex. 14 (MacDonnell on 12/12/2011: “Any way you not have the first two reviews be one stars?” ; Giggy 12/15/2011: “I also moved the second poor rating down the page a couple of notches”).
18. There is no statement at Legalspring.com which suggests that “all” online providers are being reviewed; to the contrary, the website states “only the best online legal service providers are reviewed.”	Undisputed. Moving Party’s Evidence: Allan Decl., ¶ 2, Ex. C; ¶ 3, Ex. D.
19. Rocket Lawyer has its own advertisements which do not mention its	Undisputed. Moving Party’s Evidence: Allan Decl.,

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**ROCKET LAWYER'S
UNDISPUTED FACT**

EVIDENTIARY SUPPORT

23. [REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Vu Decl., ¶ 5, Ex. 4 at § 4.7 (emphasis added); *see also id.* at § 4.3 ([REDACTED]);
id. at § 4.4 ([REDACTED]);
[REDACTED]
[REDACTED]
[REDACTED] [.]”).

24. The contract is between LegalZoom and Own Vision, LLC, which does business as LegalSpring.com.

Vu Decl., ¶ 12, Ex. 11 .

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
25. Other agreements relating to LegalZoom's relationship with Own Vision, LLC and LegalSpring prior to 2011 may exist; however, LegalZoom has stated that it is unable to produce documents from before April 2010 when it changed document management systems.	Vu Decl., ¶ 11, Ex. 10 ("In your letter, you inquired as to LegalZoom's April 1, 2010 "cut-off" date. Please be advised that LegalZoom converted to a new document management system on or about April 1, 2010. As a result, LegalZoom's PST archives date back only to April 1, 2010. LegalZoom's PST files dated prior to this date are largely inaccessible and/or are accessible only with undue burden and cost to LegalZoom.").
26. [REDACTED]	Vu Decl., ¶¶ 8-9, Exs. 7-8.

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**ROCKET LAWYER'S
UNDISPUTED FACT**

EVIDENTIARY SUPPORT

27. [REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED].

Vu Decl., ¶ 3, Ex. 2 at GIG02400 (“[REDACTED]
[REDACTED]
[REDACTED]”); *see also id.* at ¶
8, Ex. 7 ([REDACTED]
[REDACTED]
[REDACTED]

28. In [REDACTED]
[REDACTED]
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Vu Decl., ¶ 4, Ex. 3.

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
29. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] predates the disclaimer on LegalSpring.com disclosing companies' ability to add/remove reviews by nearly six years.	Vu Decl., ¶ 8, Ex. 7 ([REDACTED]) [REDACTED] [REDACTED] [REDACTED] <i>id.</i> at ¶ 19, Ex. 18 (April 4, 2012, email from Scott MacDonell to Travis Giggy requesting disclaimer be added to Legalspring.com).
30. [REDACTED] [REDACTED] [REDACTED]	Vu Decl., ¶ 3, Ex. 2.

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
32. [REDACTED]	Vu Decl., ¶ 3, Ex. 2.
33. [REDACTED]	Vu Decl., ¶ 3, Ex. 2 (emphasis added).
34. [REDACTED]	Vu Decl., ¶ 3, Ex. 2.
35. [REDACTED]	Vu Decl., ¶ 3, Ex. 2.
36. Yet they appear to this day on Legalspring.com, held out as consumer reviews posted on Legalspring.com.	http://www.legalspring.com/Site.aspx?site=1&sitename=LegalZoom ; Vu Decl., ¶¶ 10, 33-34, Exs. 9, 32-33.

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
37. [REDACTED] [REDACTED] [REDACTED] – were posted on LegalSpring.com at various times for the appearance of authenticity.	Vu Decl., ¶ 10, Ex. 9 (Dr. Mark S. posting 1/28/2009 11:38:44 PM); <i>id.</i> at ¶ 33, Ex. 32 (Linda H. posting on 2/5/2009 9:08:44 AM); <i>id.</i> at ¶ 34, Ex. 33 (Matt S. posting 2/13/2009 12:41:10 PM).
38. In May 2010, Brian Liu asked Giggy if “a lot of negativity” on Legalspring is “something [Giggy] can help with,” receiving Giggy’s assurance that “a grouping of 8 posts [] will be removed by tomorrow, end of day.”	Vu Decl., ¶ 13, Ex. 12 .
39. In August 2011, Giggy provided MacDonell with a list of negative reviews that had been removed or would soon be removed, including two from verified LegalZoom customers.	Vu Decl., ¶ 14, Ex. 13.
40. Giggy noted that he was “going through a Google review of [his] site and want[ed] to maintain a feel of impartiality.”	Vu Decl., ¶ 14, Ex. 13.

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
41. Giggy also affirmatively modified the timestamps on negative reviews to “push ‘em down the list a ways” with knowledge and/or approval from LegalZoom.	Vu Decl., ¶ 22, Ex. 21.
42. On December 15, 2011, MacDonell asked Giggy “Any way you not have the first two reviews be one stars?” On the same day, Giggy said “I also moved the second poor rating down the page a couple of notches.”	Vu Decl., ¶ 15, Ex. 14.
43. [REDACTED]	Vu Decl. ¶ 3, Ex. 2 (GIG02399).
44. In transmitting “a pretty large group of positive reviews” and asking Giggy to “throw this on legalspring,” LegalZoom stated its goal of artificially inflating its rating on Legalspring.com: “[s]hould get us into the high 4 stars range.”	Vu Decl., ¶ 21, Ex. 20.

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
45. Employees may have sought to conceal their manipulation of review sites by avoiding reviews from work computers. As one employee explained to another, “Don’t do any reviews from work computer” because “You have to do it from an ‘unbiased’ location to avoid raising red flags.”	Vu Decl., ¶ 20, Ex. 19.
46. On June 23, 2004, when he was an employee of LegalZoom, Giggy published an article promoting the neutrality of LegalSpring.com in assisting consumers in their decision to use online legal services: LegalSpring.com strives to be the industry leading legal site review destination. By providing unbiased comments and reviews from real users of a company's service, LegalSpring.com can help prospective (<i>sic</i>) users of these services to choose a cost-effective, reputable and reliable company to execute their legal needs.	Giggy Decl., ¶ 2 (“I was an employee of LegalZoom from May 2003 to June 2006. . . .”); Vu Decl., ¶ 24, Ex. 23.

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
<p>47. This goal of helping consumers and appearance of neutrality was also stated on LegalSpring.com, at least as of January 2013:</p> <p>Who is the best Incorporator online? This is why LegalSpring.com was formed - to find the answer to questions like this. Legalzoom is hands-down the LegalSpring.com editors (<i>sic</i>) choice for legal services - including Incorporation and LLC formation. There are however, many reputable and reliable companies on the Internet that will handle your Incorporation or LLC formation. Read up on them here. (Exhibit 15 at p.71).</p>	<p>ECF No. 17, Ex. 15 at 15 (Legalspring.com FAQ, no longer available online).</p>
<p>48. At Legalspring.com, consumers viewing the reviews can indicate whether they are “helpful” or not.</p>	<p>See Vu Decl., ¶¶ 10, 33-34, Exs. 9, 32-33.</p>
<p>49. For example, at least three reviews added at LegalZoom’s instruction in January 2009 indicate that a majority of consumers who responded found those reviews helpful. 21 of 28 people have found Matt S.’s review helpful, 17 of 21 people have found Linda H.’s review helpful, and 11 of 16 people have found Dr. Mark S.’s review helpful.</p>	<p>See Vu Decl., ¶¶ 10, 33-34, Exs. 9, 32-33.</p>

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
50. [REDACTED]	Vu Decl., ¶ 9, Ex. 8.
51. [REDACTED]	Vu Decl., ¶ 6, Ex. 5.
52. Accordingly, LegalZoom worked with Giggy to transfer operation of LegalSpring.com to LegalZoom.	Vu Decl., ¶ 16, Ex. 15 (email from Giggy to Scott MacDonell and Dorian Quispe, forwarding a customer complaint posted to Legalspring.com and saying “[t]his is the fun kind of stuff you get to deal with from now on.”); <i>id.</i> at ¶ 17, Ex. 16 (requesting a “mini lesson” from Giggy for LegalZoom on how to reorder customer reviews on Legalspring.com in advance of a fuller lesson); <i>id.</i> at ¶ 18, Ex. 17 (internal LegalZoom email stating “if you haven’t already, we can relaunch legalspring as a brand defense website”).

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
53. [REDACTED] [REDACTED] [REDACTED]	Vu Decl., ¶ 7, Ex. 6.
54. This conduct directly contradicts representations LegalZoom has made to this Court that “LegalZoom has not authored and has no responsibility for the reviews which are actually posted.”	<i>Supra</i> ¶ 5 (citing Quispe Decl. ¶ 4 (“LegalZoom has not authored any of the reviews on Legalspring.com, and has no responsibility for the reviews which are actually posted.”)).
55. The disclaimer was only added in April 2012 – many years after LegalSpring.com was created and became affiliated with LegalZoom such that LegalZoom was allowed to alter content on the website.	Vu Decl., ¶ 19, Ex. 18 (April 4, 2012, email from Scott MacDonell to Travis Giggy requesting disclaimer be added to Legalspring.com)..

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ROCKET LAWYER’S UNDISPUTED FACT	EVIDENTIARY SUPPORT
<p>56. At the time the disclaimer was added, LegalZoom was not merely treating LegalSpring like any affiliate, but instead had leased and was operating LegalSpring.com.</p>	<p>Vu Decl., ¶ 16, Ex. 15 (email from Giggy to Scott MacDonell and Dorian Quispe, forwarding a customer complaint posted to Legalspring.com and saying “[t]his is the fun kind of stuff you get to deal with from now on.”); <i>id.</i> at ¶ 17, Ex. 16 (requesting a “mini lesson” from Giggy for LegalZoom on how to reorder customer reviews on Legalspring.com in advance of a fuller lesson); <i>id.</i> at ¶ 18, Ex. 17 (internal LegalZoom email stating “if you haven’t already, we can relaunch legalspring as a brand defense website”).</p>
<p>57. Indeed, in this litigation LegalZoom continues to obfuscate its relationship with Giggy and LegalSpring, stating that LegalSpring “<i>acted as</i> an affiliate of LegalZoom to generate leads.”</p>	<p>Vu Decl., ¶ 35, Ex. 34 (emphasis added).</p>

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
58. The disclaimer says nothing about alteration of timestamps.	Quispe Decl. ¶ 8 (“Reviews may be added or removed at third party sites’ request. All reviews are actual users of this Site or third party sites and were authorized for display by the actual customer. The moderator of this Site has affiliate relationships with third party sites reviewed on this Site.”).
59. The disclaimer says nothing about the manipulation of LegalZoom’s average review score.	Quispe Decl. ¶ 8 (“Reviews may be added or removed at third party sites’ request. All reviews are actual users of this Site or third party sites and were authorized for display by the actual customer. The moderator of this Site has affiliate relationships with third party sites reviewed on this Site.”).
60. The disclaimer provides no explanation for what grounds justify removal.	Quispe Decl. ¶ 8 (“Reviews may be added or removed at third party sites’ request. All reviews are actual users of this Site or third party sites and were authorized for display by the actual customer. The moderator of this Site has affiliate relationships with third party sites reviewed on this Site.”).

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
61. Giggy, while still an employee of LegalZoom, expressly intended that consumers rely on LegalSpring as a resource in deciding which online legal services company to use.	Vu Decl., ¶ 24, Ex. 23.
62. [REDACTED]	<i>Supra</i> at ¶¶ 30-37.
63. [REDACTED]	Vu Decl., ¶ 3, Ex. 2 [REDACTED]

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**ROCKET LAWYER'S
UNDISPUTED FACT**

EVIDENTIARY SUPPORT

64. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]” which led
LegalZoom to direct Giggy to
manipulate the number of positive and
negative reviews to ensure that
LegalZoom would have a four star
rating.

Vu Decl. ¶ 4, Ex. 3; *id.* at ¶ 21, Ex. 20.

65. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Vu Decl., ¶ 4, Ex. 3.

66. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Vu Decl., ¶ 4, Ex. 3 ([REDACTED]
[REDACTED]
[REDACTED]”).

67. [REDACTED]
[REDACTED]
[REDACTED]

Vu Decl., ¶ 3, Ex. 2 ([REDACTED]
[REDACTED]
[REDACTED]

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ROCKET LAWYER'S UNDISPUTED FACT	EVIDENTIARY SUPPORT
68. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Vu Decl., ¶ 9, Ex. 8.
69. LegalZoom advertises the price of its services without disclosing the additional cost of state fees, merely provides a link to its website, where such fees are disclosed.	Vu Decl., ¶¶ 2, 25-26, 32, Exs. 1, 24-25, 31.
70. Of the companies listed on LegalSpring.com, only LegalZoom has rebutted negative reviews.	<i>See</i> www.LegalSpring.com; Vu Decl. ¶¶ 23, 28-31, Exs. 22, 27-30 (RLI0063406; RLI0063436; RLI0063444; RLI0063449; RLI0063487; RLI0063502).
71. Travis Giggy is a shareholder of LegalZoom and was a LegalZoom employee from May 2003 to June 2006 and January 2007 to April 2008, and then a consultant to LegalZoom from July 2006 to December 2006 and May 2008 to June 2012 providing services relating to coding, customer interfacing, and the affiliate program.	Vu Decl. at ¶ 36, Ex. 35.

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Dated: July 28, 2014

GOODWIN PROCTER LLP

By: /s/ Michael T. Jones _____

Forrest A. Hainline III (SBN 64166)
fhainline@goodwinprocter.com
Hong-An Vu (SBN 266268)
hvu@goodwinprocter.com
Michael T. Jones (SBN 290660)
mjones@goodwinprocter.com
Brian W. Cook (*Pro Hac Vice*)
bcook@goodwinprocter.com
GOODWIN PROCTER LLP

Attorneys for Defendant
ROCKET LAWYER INCORPORATED