

**IN UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

TODD JANSON, et al., on behalf of)	
themselves and on behalf of all others)	
similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 2:10-cv-04018-NKL
)	
LEGALZOOM.COM, INC.)	
)	
)	
Defendant.)	

**PLAINTIFFS’ MOTION IN LIMINE REGARDING THE ATTORNEY CLIENT
RELATIONSHIP BETWEEN THE PLAINTIFFS AND PLAINTIFFS’ COUNSEL**

Come now, Plaintiffs, by and through counsel, and for their Motion in Limine to exclude any evidence of Regarding the Attorney Client Relationship Between the Plaintiffs and Plaintiffs’ Counsel, state as follows:

I. Introduction

Legalzoom.com (hereinafter “Legalzoom”) through their deposition designations have indicated that they wish to introduce evidence of the nature of the attorney client relationship between Plaintiffs and Plaintiffs’ counsel. In essence, Legalzoom wishes to contrast the fact that the Plaintiffs never signed a fee agreement between themselves and Legalzoom when they purchased legal documents from Legalzoom, while they did with Plaintiffs’ counsel in this matter. Since a fee agreement is not necessary to establish a violation of Missouri law related to the unauthorized practice of law, whether a fee agreement was signed or not between Plaintiffs and Legalzoom is not relevant. In addition, if there is any relevance to the fee agreement, the issue of the fee agreement between Plaintiffs and Plaintiffs’ counsel should be excluded under

Rule 403 since the prejudicial impact of such evidence greatly outweighs any probative value.

II. Argument

“Federal Rule of Evidence 402 provides that irrelevant evidence is inadmissible.” *Wright v. Ark. & Mo. R.R. Co.*, 2009 U.S. App. LEXIS 16719, *12 (8th Cir. July 29, 2009). “Evidence is relevant if it has ‘any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence.’” *Id.* at *12-13 (quoting Fed. R. Evid. 401). “A district court is given broad discretion to determine the relevance of evidentiary matters.” *Id.* at 13.

Rule 403 of the Federal Rules of Evidence provides “[a]lthough relevant, evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence.” Fed.R.Evid. 403. “Confusion of the issues warrants exclusion of relevant evidence if admission of the evidence would lead to litigation of collateral issues.” *Firemen's Fund Ins. Co. v. Thien*, 63 F.3d 754 (8th Cir. 1995). Rule 403 is concerned with unfair prejudice that has a undue tendency to suggest decision on an improper basis. *Pro batter Sports, LLC v. Joyner Technologies, Inc.*, 2007 WL 3285799 (N.D.Iowa, October 18, 2007).

Whether the Plaintiffs signed a fee agreement with Legalzoom as compared to what they signed with Plaintiffs’ counsel has no relevance in this case. Missouri statutes relating to the unauthorized practice of law do not require that the party who paid another consideration for legal services sign any agreement. There is similarly no requirement that the person paying the funds believes that they are even entering into an attorney client relationship with the other party. See, § 484.020 RSMo. The belief of the party paying the funds is simply not relevant to whether

someone has engaged in the unauthorized practice of law. Therefore, agreements Plaintiffs signed with Plaintiffs' counsel is not relevant in any way to this dispute

In addition, introducing the issue of a fee agreement or agreement of any kind between Plaintiffs and Legalzoom or between Plaintiffs and Plaintiffs' counsel would introduce collateral issues into the case which could mislead the jury. The jury might be inclined to believe that an agreement is required in order to retain or get legal advice; including establishing a violation of §484.020 RSMo. Missouri law has no such requirement. Similarly, nothing about the relationship or agreement between Plaintiffs and Plaintiffs' counsel is relevant in any way in this case.

Since the agreements between the Plaintiffs and their counsel has no relevance to whether Legalzoom is violating Missouri law any evidence or argument related to their agreement with Plaintiffs' counsel or anything about the relationship between Plaintiffs and their counsel should be excluded as evidence in this case.

Respectfully submitted,

/s/Timothy VanRonzelen
Timothy Van Ronzelen, #44382
Matthew A. Clement, #43833
Kari A. Schulte, #57739
COOK, VETTER, DOERHOFF & LANDWEHR
231 Madison
Jefferson City, Missouri 65101
Telephone: 573-635-7977
Facsimile: 573-635-7414
tvanronzelen@cddl.net
mclement@cddl.net
kschulte@cddl.net

and

Edward D. Robertson, Jr., # 27183
Mary Doerhoff Winter, # 38328
BARTIMUS, FRICKLETON, ROBERTSON
& GORNY
715 Swifts Highway
Jefferson City, MO 65109
Telephone: 573-659-4454
Facsimile: 573 659-4460
chiprob@earthlink.net
marywinter@earthlink.net

David T. Butsch, # 37539
James J. Simeri, #52506
BUTSCH SIMERI FIELDS LLC
231 S. Bemiston Ave., Ste. 260
Clayton, MO 63105
Telephone: 314-863-5700
Facsimile: 314-863-5711
butsch@bsflawfirm.com
simeri@bsflawfirm.com

Randall O. Barnes, #39884
RANDALL O. BARNES & ASSOCIATES
219 East Dunklin Street, Suite A
Jefferson City, Missouri 65101
Telephone: 573-634-8884
Facsimile: 573-635-6291
rbarnesjclaw@aol.com

Steven E. Dyer, #45397
LAW OFFICES OF STEVEN DYER
10850 Sunset Office Drive, Ste. 300
St. Louis, MO 63127
Telephone: 314-898-6715
jdcpamba@gmail.com

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I certify that on August 2, 2011, I served this paper upon the following via this Court's ECF system:

Party	Counsel
Defendant LegalZoom.com, Inc.	Robert M. Thompson James T. Wicks Christopher C. Grenz BRYAN CAVE LLP One Kansas City Place 1200 Main Street, Ste. 3500 Kansas City, MO 64105 816.374.3200, 816.374.3300 (fax) John Michael Clear Michael Biggers James Wyrsh BRYAN CAVE LLP One Metropolitan Square – Ste. 3600 211 N. Broadway St. Louis, MO 63102 314.250.2000, 314.259.2020 (fax)

_____/s/ Timothy VanRonzelen