

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

TODD JANSON, GERALD T. ARDREY, CHAD M.
FERRELL, and C & J REMODELING LLC, on behalf of
themselves and on behalf of all others similarly situated,

Plaintiffs,

v.

LEGALZOOM.COM, INC.,

Defendant.

Case No. 2:10-cv-04018-NKL

**DECLARATION OF EDWARD R. HARTMAN IN SUPPORT OF
MOTION TO DISMISS WITHOUT PREJUDICE FOR IMPROPER VENUE**

I, Edward R. Hartman, declare and state as follows:

1. I am over 21 years of age. If called upon to do so, I am competent to and would testify to the matters set forth herein, of which I have personal knowledge.

2. I am currently employed by LegalZoom.com, Inc. (“LegalZoom”) as Chief Strategy Officer.

3. LegalZoom’s principal business is to provide an online platform for customers to prepare their own legal documents. Customers choose a product or service suitable to their needs and input data into a questionnaire. Where applicable, the LegalZoom platform then generates a document using the product and data provided by the customer.

4. LegalZoom conducts no business with customers outside its website, www.legalzoom.com.

5. In both January 2008 and November 2009, the LegalZoom website’s “Payment Information” page, on which customers entered their contact and shipping information, their

credit card information, and any special instructions, contained a confirmation button reading “Proceed to Checkout.” Although the webpage underwent minor cosmetic changes between January 2008 and November 2009, at all times next to the confirmation button was a legend reading “By clicking the Proceed to Checkout button, you agree to our Terms of Service.” By way of example, attached to this Declaration as Exhibit A is a copy of the “Payment Information” webpage in use on LegalZoom’s website in November 2009. I certify that Exhibit A is a true and correct copy of the “Payment Information” webpage as it appeared to customers on LegalZoom’s website in November 2009. I further certify that the legend “By clicking the Proceed to Checkout button, you agree to our Terms of Service” also appeared on the webpage next to the “Proceed to Checkout” button in January 2008.

6. On the “Payment Information” page on LegalZoom’s website in both January 2008 and November 2009, the words “Terms of Service” next to the “Proceed to Checkout” button were hyperlinked to LegalZoom’s Terms of Service. Attached as Exhibit B to this Declaration is a copy of the “Terms of Service” webpage in use on LegalZoom’s website in January 2008. Attached as Exhibit C to this Declaration is a copy of the “Terms of Service” webpage in use on LegalZoom’s website in November 2009. I certify that Exhibits B and C are true and correct copies of the “Terms of Service” webpages as they appeared to customers on LegalZoom’s website in January 2008 and November 2009, respectively.

7. The “Terms of Service” webpages on LegalZoom’s website in January 2008 and November 2009 both included forum selection clauses reading “I agree that California law shall govern any disputes arising from my use of this website, and that the courts of the city of Los Angeles, state of California, shall have exclusive jurisdiction over any disputes.” *See* Exhibits B and C.

Pursuant to 28 U.S.C. section 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Declaration was executed on February 25, 2010.

/s/ Edward R. Hartman
Edward R. Hartman

Questions?

Our customer service representatives are standing by to help
(866) 381-8756 (M-F 8:30AM-6PM PST, Sat 10AM-2PM)

1. Choose Options

2. Payment Info

3. Place Order

4. Confirmation

Payment Information

You can revise your answers even after you purchase. Your LegalZoom order comes with unlimited customer support.

Contact Information

First Name

Last Name

Phone Number

Contact Email

Address 1

Address 2

City

State

Zip Code

“

As a lawyer, I thought the service was easy to use and professional. I received excellent service and I have already referred you to a friend.

”

K. Reynolds - Costa Mesa, CA



GRAND TOTAL

You save with LegalZoom!

A lawyer would charge you approximately for this LLC formation.

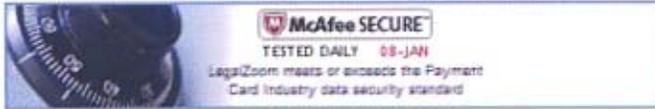


Rated "A" for excellent.
The Better Business Bureau



Shipping Information

[Click here if your shipping address is different than your contact information.](#)



Credit Card Number

Credit Card Type

Expiration Date

Month

Year 20

CVV

[What is this?](#)

Billing Zip Code

First Name

Last Name

Special Instructions

You will have an opportunity to review your information before you purchase.
By clicking the Proceed to Checkout button, you agree to our [Terms of Service](#)

[Proceed to Checkout >](#)

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(888) 381-8758

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LegalZoom Terms of Service

1. I understand and agree that LegalZoom is not a law firm or an attorney and may not perform services performed by an attorney. Rather, I am representing myself in this legal matter. No attorney-client privilege is created with LegalZoom.

2. If, prior to my purchase, I believe that Legalzoom gave me any legal advice, opinion or recommendation about my legal rights, remedies, defenses, options, selection of forms or strategies, I will not proceed with this purchase, and any purchase that I do make will be null and void.

3. LegalZoom exists solely within the state of California. I agree that regardless of where I reside or where my browser is physically located, my viewing and use of LegalZoom occurs solely within the County of Los Angeles in the State of California, and that all content and services shall be deemed to be served from, and performed wholly within, Los Angeles, California, as if I had physically traveled there to obtain the service. I agree that California law shall govern any disputes arising from my use of this website, and that the courts of the city of Los Angeles, state of California, shall have exclusive jurisdiction over any disputes.

4. I understand that LegalZoom's review of my answers is limited to completeness, spelling and grammar, as well as internal consistency of names, addresses and the like. I will read the final document(s) before signing it and agree to be solely responsible for the final document(s). I will hold LegalZoom and its agents harmless. If there is liability found on the part of LegalZoom, it will be limited to the amount paid for services, and under no circumstances will there be consequential or punitive damages.

5. I have read and understand the following:

No county clerk or governmental authority has evaluated or approved LegalZoom's knowledge or experience, or the quality of our services. You may obtain information regarding free or low-cost legal representation through a local bar association or legal aid foundation, and you may also contact local law enforcement, a district attorney or a legal foundation if you believe that you have been a victim of fraud, the unauthorized practice of law or any other injury. LegalZoom is not permitted to engage in the practice of law, including providing any kind of advice, explanation, opinion or recommendation to a consumer about possible legal rights, remedies, defenses, options, selection of forms or strategies.

6. After 120 days has elapsed, there shall be no right to cancel or request a cash refund for any undelivered order unless LegalZoom is at fault. Delivered orders shall be governed by our Guarantee policy. Both parties acknowledge that LegalZoom is out of pocket time and money for undertaking the work and both parties fully intend to complete the order. Abandoned orders will result in liquidated damages equal to the amount paid to LegalZoom for reimbursement of our commitment to service this order.

7. If I do not agree to all of these terms, I will immediately cease my use of this site.



[[Close Window](#)]



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1. I understand and agree that LegalZoom is not a law firm or an attorney and may not perform services performed by an attorney. Rather, I am representing myself in this legal matter. No attorney-client relationship or privilege is created with LegalZoom.

2. If, prior to my purchase, I believe that LegalZoom gave me any legal advice, opinion or recommendation about my legal rights, remedies, defenses, options, selection of forms or strategies, I will not proceed with this purchase, and any purchase that I do make will be null and void.

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5. I have read and understand the following:

No county clerk or governmental authority has evaluated or approved LegalZoom's knowledge or experience, or the quality of LegalZoom's products or services. You may obtain information about free or low-cost legal representation through a local bar association or legal aid foundation, and you may also contact local law enforcement, a district attorney or a legal foundation if you believe that you have been a victim of fraud, the unauthorized practice of law or any other injury. LegalZoom is not permitted to engage in the practice of law, including providing any kind of advice, explanation, opinion or recommendation to a consumer about possible legal rights, remedies, defenses, options, selection of forms or strategies.

6. I understand that the Site's general terms of use (the "Terms of Use") also apply to these Terms of Service and in agreeing to these Terms of Service, I acknowledge that I have read and agree to those [Terms of Use](#), which are incorporated herein by reference.

7. **Corporate Center/Subscription Services.** I understand that LegalZoom's Corporate Center and subscription services are subject to [supplemental terms of service](#). If applicable, I acknowledge that I have read and agree to the supplemental terms, which are incorporated herein by reference.

8. My purchase grants me a limited license to LegalZoom's LegalZip software to create my legal documents. I understand that I shall have no right to cancel, request a cash refund or obtain store credit for any undelivered order after 120 days have elapsed from the purchase date unless LegalZoom is at fault. All itemization of fees shall have no meaning and are only displayed for convenience. Delivered orders shall be governed by our Guarantee Policy. Both parties acknowledge that LegalZoom is out of pocket time and money for undertaking the work and both parties fully intend to complete the order. Abandoned orders will result in liquidated damages equal to the amount paid to LegalZoom for reimbursement of our commitment to service this order.

9. I understand that I may request an exchange of one product for a different product and complete a replacement order within 60 days of my purchase. The purchase price of the original item, less any filing fees, taxes or other third-party costs, will be credited to my LegalZoom account. Any price difference between the original order and the replacement order or, if a replacement order is not completed within 60 days of purchase, the full original purchase price (in each case less any filing fees, taxes or other third-party costs) will be credited to my original form of payment. If I paid for my original order by check, I understand that LegalZoom will mail a check for the applicable amount to my billing address.

10. Except as otherwise noted, filing and recording fees include all mandatory or applicable federal, state, county and local administrative fees and may also include publishing, name check, handling and processing fees.

Trademark Filing Fee: The \$325 standard government filing fee for trademarks consists of the standard

government TEAS electronic filing fee of \$325. If the stricter "TEAS Plus" system can be used for your application, LegalZoom will use this system. The TEAS Plus system streamlines the USPTO review process and has a lower filing fee of \$275, but requires additional LegalZoom labor to process. If we are able to use the TEAS Plus system for your application, LegalZoom will still charge \$325, of which \$275 will be allocated to the USPTO fee and \$50 to a LegalZoom processing fee.

11. LegalZoom uses a variety of carriers for each shipping option and will choose the most appropriate delivery method for the shipping option and address I designate. If I select Overnight Delivery or Two-Day Delivery, I agree that LegalZoom may use air or ground shipping as necessary to get my items to me within the promised time frame.

12. **Buy Now:** In exchange for full and valid payment for a product designated as "Buy Now," LegalZoom grants the customer a limited right to access the questionnaire related to that specific product. This access right will be in place until the earlier of either of the following: a) 90 days elapse following the day the customer provides LegalZoom with full and valid payment for that product, or b) the customer submits that product's questionnaire for processing ("access period"). At the end of the access period, any and all rights created in the customer to access the questionnaire expire. If the access period lapses without completion of the product questionnaire, LegalZoom has no further obligation to the customer, including but not limited to providing access to the product questionnaire, delivering the product, extending credit for future LegalZoom orders and refunding any monies. This section is subject to all other provisions of the terms and conditions, including but not limited to section nine ("NO WARRANTY") of the LegalZoom [Terms of Use](#).

13. If I do not agree to all of these terms, I will immediately cease my use of this Site.