

**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 JEFF PUPILLO

I, Jeff Pupillo, 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 the owner of several companies I have started myself.

3. In January, May and June of 2005 and again in June of 2006, I went to the LegalZoom.com website to prepare business formation documents related to various Limited Liability Companies that I have founded.

4. I chose to use LegalZoom.com specifically because I considered the LLC formation documents to be simple legal documents and I wanted to prepare the documents myself. I did not want to use an attorney or pay an attorneys' fees.

5. My expectation was that I would fill in the blanks by answering the questionnaire on the website and that my completed business formation papers would be mailed to me, with my information printed directly into the blanks precisely as I typed the information into the website.

6. In fact, that is exactly what happened. The website prompted me with questions, such as the name of my business. I typed answers in as each question appeared. In each case, after I completed the online questionnaire, a printed version of my business formation documents arrived in the mail. The blanks were filled with printed information that precisely matched what I typed into the blanks on the website. There were no changes in the printed version of my business formation documents as compared to what I typed into the blanks on the website.

7. At no time did I expect LegalZoom would prepare my business formation documents. I prepared my own documents by typing information into the blanks in response to the questionnaire on the website.

8. I did not expect an attorney to review or prepare my documents for me. I did not anticipate receiving legal advice and I did not seek or receive any legal advice.

9. LegalZoom printed out and mailed my documents to me — nothing more.

10. I understood that if I did have questions about the documents I received, I could seek legal advice from an attorney. I also understood that I could have taken the documents I received in the mail to an attorney if I had questions about them, but I did not have any questions. I did not require any legal advice.

11. I recall seeing disclaimers on the website indicating that LegalZoom.com is not a law firm and cannot offer legal advice.

12. I did not rely on LegalZoom to properly prepare my documents. I believed I was representing myself and that I was drafting my own documents.

13. I had minimal email exchanges with LegalZoom customer service employees.

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 August 4, 2011.


Jeff Pupillo