

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI, CENTRAL DIVISION

CLASS ACTION SETTLEMENT NOTICE

If you resided within the State of Missouri and were charged by and paid fees to LegalZoom.com for the preparation of legal documents from December 18, 2004 to May 20, 2011, you may be entitled to benefits under this class action settlement.

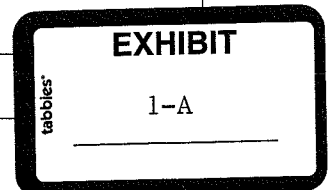
A Court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement involves a lawsuit that claims LegalZoom.com, Inc. (“LegalZoom”) has engaged in the unauthorized practice of law in Missouri. The lawsuit also claims that LegalZoom violated the Missouri Merchandising Practices Act and Missouri common law.

This case does not involve whether the documents you purchased through LegalZoom are valid or invalid.

- A proposed settlement has been reached in this case. If the Settlement is approved by the Court, Class Members who paid fees to LegalZoom for certain products from December 18, 2007, to May 20, 2011, will be able to claim payments of at least 163.2% of the price they paid for those products minus any refunds they received or shipping, filing, or additional fees they paid in connection with those products. Class Members who paid fees to LegalZoom for certain products from December 18, 2004, to December 17, 2007, will be able to claim payments of at least 54.4% of the price they paid for those products minus any refunds they received or shipping, filing, or additional fees they paid in connection with those products. In addition, LegalZoom has agreed to pay all notice and administrative costs for the Settlement, as well as attorneys’ fees and expenses for the Class.
- Your legal rights are affected whether or not you act. Please read this notice carefully. If you wish to participate, you must submit a claim form.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT THE CLAIM FORM BY _____, 2011	The only way to receive payment of a percentage of the price of the product you prepared minus any refunds you received or shipping, filing, or other fees you paid in connection with that product (“Economic Benefits”). Go to www.jansonxxxxxxxx.com or see the attached claim form.
EXCLUDE YOURSELF FROM THE CLASS BY _____, 2011	Get no Economic Benefits. This is the only option that allows you to retain your right to sue LegalZoom about the legal claims in this case.
COMMENT BY _____, 2011	You may write to the Court about the Settlement. You must remain in the Class to comment in support of or in opposition to the Settlement.
GO TO A HEARING ON _____, 2011	Ask to speak to the Court about the fairness of the Settlement.
DO NOTHING	Get no Economic Benefits. Give up rights to sue.



- Your rights, options, and deadlines are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Your payment will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION 3

 1. **Why did I get this Notice?** 3

 2. **What is this lawsuit about?** 3

 3. **Why is this a class action?** 3

 4. **Why is there a settlement?** 3

WHO IS IN THE SETTLEMENT 4

 5. **How do I know if I am part of the Settlement?** 4

THE SETTLEMENT BENEFITS 4

 6. **What does the Settlement provide?** 4

HOW YOU GET THE ECONOMIC BENEFITS – SUBMITTING A CLAIM FORM 6

 7. **How can I get Economic Benefits under the Settlement?** 6

 8. **When would I get my Economic Benefits?** 6

 9. **What am I giving up to get Economic Benefits?** 6

EXCLUDING YOURSELF FROM THE SETTLEMENT 6

 10. **How do I get out of the Settlement?** 6

THE LAWYERS REPRESENTING YOU 7

 11. **Do I have a lawyer in this case?** 7

COMMENT ON THE SETTLEMENT..... 7

 12. **How do I tell the court that I like, or don't like, the Settlement?**..... 7

 13. **What is the difference between commenting on and excluding yourself
 from the Settlement?**..... 8

THE COURT'S FAIRNESS HEARING..... 8

 14. **When and where will the court decide whether to approve the
 Settlement?** 8

 15. **Do I have to come to the hearing?** 8

GETTING MORE INFORMATION 8

 16. **Are there more details about the Settlement?** 8

 17. **How do I get more information?** 8

BACKGROUND INFORMATION

1. Why did I get this Notice?

The parties have proposed to settle this class action lawsuit. If this notice was directed to you, you are a class member as shown in LegalZoom's records. If the Court approves the proposed Settlement, and you are a member of the Class, your legal rights will be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed document called the "Settlement Agreement" contains the complete terms of the Settlement. It is on file with the Court, where it is available for your review, and is also available on the Settlement website, www.jansonxxxxxxxxxx.com.

2. What is this lawsuit about?

This lawsuit was filed in 2009 in the Circuit Court of Cole County, Missouri, and removed to the United States District Court for the Western District of Missouri, Central Division, in 2010. It was brought on behalf of a class of persons and entities residing in Missouri who were charged and paid fees to LegalZoom for the preparation of certain legal documents from December 18, 2004 to May 20, 2011. The lawsuit is against LegalZoom and claims that LegalZoom has engaged in the unauthorized practice of law in Missouri and violated the Missouri Merchandising Practices Act and Missouri common law.

This case does not involve whether the documents you purchased through LegalZoom are valid or invalid.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of all people that have similar claims. All of these people together are called a Class, or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

In this lawsuit, the Court has designated Plaintiffs Todd Janson, Gerald T. Ardrey, and Chad M. Ferrell as Class Representatives. The attorneys for the Class, called "Class Counsel," are the law firms of Cook, Vetter, Doerhoff & Landwehr, PC; Butsch Simeri Fields LLC; Bartimus, Frickleton, Robertson & Gorny; Randall O. Barnes & Associates; and the Law Offices of Steven Dyer. United States District Judge Nanette K. Laughrey is in charge of this class action.

4. Why is there a settlement?

The Class Representatives and Class Counsel reached this proposed Settlement through negotiations with LegalZoom and its counsel after weighing the benefits and risks compared with those of continuing the litigation. The factors that the Class Representatives and Class Counsel considered included the uncertainty and delay associated with continued litigation, trial, and appeals, and the uncertainty of particular legal issues that have yet to be determined. The Class Representatives and Class Counsel balanced these and other risks when deciding that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

LegalZoom has denied and continues to deny each of the claims made in the lawsuit and that it has done anything wrong. LegalZoom has asserted and continues to assert many defenses to the lawsuit, but has decided to settle the lawsuit to avoid the time and expense of litigation.

The Court has not ruled on the claims or defenses currently asserted in the lawsuit. This Notice does NOT represent an opinion by the Court about the merits of any claim or defense.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

You are a Class Member if you paid fees to LegalZoom for the preparation of any of the following legal documents from December 18, 2004, to May 20, 2011, were resident in Missouri at the time, and did not receive a full refund from LegalZoom of the entire purchase price of the document(s):

- 501(c)3 Preparation
- Amendment
- Annual Reports
- Bylaws & Resolutions
- Citizenship
- Copyright
- Corporate Resolution
- DBA
- Dissolution
- Divorce
- Foreign Qualification
- General Partnership Agreement
- Green Card
- Incorporation
- Initial Reports
- Joint Venture Agreement
- Last Will and Testament
- Limited Liability Partnership
- Living Trust
- Living Will
- LLC
- Name Change
- Non-Profit
- Operating Agreement
- Pet Protection Agreement
- Power of Attorney
- Prenuptial
- Real Estate Deed Transfer
- Real Estate Lease
- Small Claims

If you meet the above conditions, you are automatically a Class Member. You can exclude yourself (“opt out”) from the Class by following the steps that are described in this Notice. Class Members can get the benefits of the proposed Settlement and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not receive Economic Benefits from the Settlement.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The proposed Settlement was negotiated with LegalZoom by Class Counsel. The Class Representatives and Class Counsel believe that this proposed Settlement is in the best interests of Class Members. As part of the proposed Settlement, LegalZoom and Class Counsel have agreed to the following:

Economic Benefits

As described more fully in the Settlement Agreement, Class Members who paid fees for any of the products listed in 5., above, from December 18, 2007, to May 20, 2011, who were resident in Missouri at the time, and who submit a valid claim will receive payments of at least 163.2% of the price they paid for those products minus any refunds they received or shipping, filing, or other fees they paid in connection with those products. Class Members who paid fees for any of the products listed in 5., above, from December 18, 2004, to December 17, 2007, who were resident in Missouri at the time, and who submit a valid claim will receive payments of at least 54.4% of the price they paid for those products minus any refunds they received or shipping, filing, or other fees they paid in connection with those products.

PLEASE CONSULT YOUR TAX ADVISOR CONCERNING THE TAX CONSEQUENCES OF PARTICIPATING IN THIS SETTLEMENT.

Business Practices Changes

In addition, as described more fully in the Settlement Agreement, if the settlement is approved, LegalZoom will implement certain business practices at the latest within sixty (60) days of the date on which the Settlement becomes final. These business practices, which will remain in effect for twenty-four (24) months after implementation, apply to the products listed in 5., above, and include the following:

- LegalZoom will make available on the LegalZoom.com website to customers who select a Missouri product listed in 5., above, a Missouri-specific sample of that document in .pdf or other format that shows blanks or sample information where information entered by the customer is to be populated into the document template.
- Prior to the date of implementation of these changes in business practices, an attorney or attorneys licensed in Missouri will review all templates for the Missouri products listed in 5., above, offered by LegalZoom to customers.
- LegalZoom will remove from its website and advertising (a) references to “we will take care of the rest” in the phrase “simply answer a few questions and we will take care of the rest”; (b) references that state that “LegalZoom takes over” after a customer answers online questions; and (c) references that compare, directly or by implication, the costs of LegalZoom’s self-help products with services provided by an attorney without, in close proximity to such comparison, clearly and conspicuously disclosing that LegalZoom is not a law firm and is not a substitute for an attorney or law firm. Further, (d) the description of the LegalZoom Peace of Mind Review on the LegalZoom.com website, if any, will note that this service is “Not Available in Missouri” unless it is performed by an attorney licensed in Missouri.
- LegalZoom will make available to customers who select a Missouri product listed in 5., above, a prominent offer on the LegalZoom website for an individual half-hour consultation with an attorney licensed in Missouri through a minimum free five-day enrollment in the Legal Advantage Plus Program (for individuals) or the Business Advantage Pro Program (for businesses). Customers’ participation in the Legal Advantage Plus or Business Advantage Pro Programs will be subject to LegalZoom’s Supplemental Terms of Service for Legal Plans, current as of their time of their enrollment, presently available at <http://www.legalzoom.com/subscription-terms-of-service.html>. However, no change to the Supplemental Terms of Service will substantively change this benefit during the twenty-four (24) month term of these business practice changes.

Fees and Expenses

LegalZoom has agreed to pay all costs of notice and settlement administration. In addition, from the beginning of the lawsuit to the present, Class Counsel have not received any payment for services in prosecuting the lawsuit, nor have Class Counsel been reimbursed for any out-of-pocket expenses. If the Court finally approves the proposed Settlement, Class Counsel will apply for an award of attorneys’ fees and expenses in an amount not to exceed \$1.8 million in attorneys’ fees and \$60,000 in expenses. LegalZoom has agreed to pay up to those amounts, subject to Court approval.

Payment to Class Representatives

Class Counsel will also ask the Court to award service awards of up to \$8,000 each to the three Class Representatives for their participation in the case on behalf of Class Members. LegalZoom has agreed to pay up to that amount, subject to Court approval. This service award will be in addition to any other benefits the Class Representatives may be entitled to receive as Class Members.

Release

The proposed Settlement is intended to settle all claims covered by the Release in the proposed Settlement Agreement. This includes, but is not limited to, all claims of Class Members (known or unknown, foreseen or unforeseen) in connection with or that arise out of or relate in any manner whatsoever, in whole or in part, to this lawsuit, the subject matter of this lawsuit, the claims alleged, asserted, or otherwise referred to in this lawsuit, any acts, transactions or occurrences alleged, asserted, or otherwise referred to in this lawsuit or the Settlement Agreement, and specifically from any and all claims asserted or that could have been asserted in this lawsuit that relate, directly or indirectly, to the unauthorized practice of law or to violation of the Missouri Merchandising Practices Act (including but not limited to any claim arising from or relating in any manner to Missouri Revised Statutes sections 484.010, 484.020, and 407.010 *et seq.* and for money had and received), or any communications, advertising, representations, statements, or omissions to Plaintiffs or Class Members with respect to any of the foregoing.

The Settlement releases claims against LegalZoom com, Inc., and also claims against any of its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their respective officers, directors, trustees, shareholders, employees, agents, attorneys, auditors, advertising agencies, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf.

You may refer to the proposed Settlement Agreement for a full description of the Release.

If you do NOT exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be considered to have entered into the Release in the Settlement Agreement, whether or not you receive any Economic Benefits as described above.

HOW YOU GET THE ECONOMIC BENEFITS – SUBMITTING A CLAIM FORM

7. How can I get Economic Benefits under the Settlement?

You must complete and submit the claim form in order to get the Economic Benefits described above. You can find and submit the digital claim form online at www.jansonxxxxxxxxx.com. If you chose to mail in your claim form, it must be mailed to the Settlement Administrator at the following address so that it is received by _____, 2011:

Janson v. LegalZoom Settlement Administrator
c/o The Garden City Group, Inc.
P.O. Box _____
Dublin, OH 43017

8. When would I get my Economic Benefits?

The Court will hold a Fairness Hearing on _____, 2011 to decide whether to approve the proposed Settlement. If the Court approves the proposed Settlement, there may be appeals. If there are appeals filed, resolving them can take time, perhaps more than a year. Please be patient. For an update on the status of the proposed Settlement, please visit www.jansonxxxxxxxxx.com.

9. What am I giving up to get Economic Benefits?

In order to get the Economic Benefits described above, you must stay in the Class and submit a valid claim form. By staying in the Class, you will not be able to commence, join, or voluntarily assist in a lawsuit against LegalZoom arising out of or relating to the legal issues in this case. In addition, all of the Court's orders will apply to you and legally bind you. This means, for example, that if the Court approves the proposed Settlement, you will be considered to have entered into the Release in the Settlement Agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I get out of the Settlement?

If you are a Class Member but do not want to remain in the Class, you may exclude yourself. If you exclude yourself from the Class, you will lose any right to participate in the Settlement. You will not get any of the Economic Benefits from the Settlement. You will also lose the right to have the Court consider your comments before it rules on the Settlement. You will be free to pursue any claims you may have against LegalZoom on your own behalf, but Class Counsel will not be obligated to represent you.

In order to exclude yourself from the Class, you must send a letter requesting exclusion, which must include all of the following:

(a) your full name, current address, and current email address; (b) your email and mailing addresses used in connection with your purchase of a legal document from LegalZoom; (c) a specific statement that you want to exclude yourself from the lawsuit, such as "Please exclude me from the proposed class in the *Janson v. LegalZoom.com, Inc.* litigation"; and (d) your signature.

Requests for exclusion must be mailed to the Settlement Administrator at the address listed below so that they are received no later than _____, 2011:

Janson v. LegalZoom Settlement Administrator
c/o The Garden City Group, Inc.
P.O. Box _____
Dublin, OH 43017

If you do not follow these steps and do so before the deadline for exclusion, you will lose any opportunity to exclude yourself from the Class for purposes of the Settlement. Your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

You and other Class Members are represented by the law firms of Cook, Vetter, Doerhoff & Landwehr, PC; Butsch Simeri Fields LLC; Bartimus, Frickleton, Robertson & Gorny; Randall O. Barnes & Associates; and the Law Offices of Steven Dyer. These lawyers are called Class Counsel. You will not be charged by these lawyers. If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must file a Notice of Appearance no later than _____, 2011, with the Clerk of the Court, United States District Court for the Western District of Missouri, Central Division, United States Courthouse, 80 Lafayette Street, Jefferson City, Missouri 65101, or on the Electronic Case Filing website for *Janson v. LegalZoom.com, Inc.*, Case No. 2:10-cv-04018-NKL, in the United States District Court for the Western District of Missouri, Central Division, and must send a copy to the parties in care of the Settlement Administrator at the address listed above. Even though your own attorney represents you, you will continue to be a Class Member. If you retain your own attorney, you will be responsible for any attorneys' fees, costs, and expenses charged by that attorney.

COMMENT ON THE SETTLEMENT

12. How do I tell the court that I like, or don't like, the Settlement?

If you are a member of the Class and you do not request to be excluded, you may comment on the Settlement. You may comment in support or opposition to the terms of the proposed Settlement, to the application by Class Counsel for attorneys' fees and costs, or to the application for service awards for the Class Representatives.

To do so, you or your attorney must file a written comment that contains all of the following: (a) the name and case number of this lawsuit, *Janson v. LegalZoom.com, Inc.*, Case No. 2:10-cv-04018-NKL; (b) your full name, current address, and current email address; (c) your email and mailing addresses used in connection with your purchase of a legal document from LegalZoom; (d) the specific reason(s) for your comment; and (e) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider.

If you wish to appear at the Fairness Hearing and comment personally or through counsel about the Settlement, you must say so in your written comment.

Comments must be mailed to the Clerk of the Court and to the Settlement Administrator, along with any supporting papers or briefs so that they are received no later than _____, 2011, at the addresses listed below:

Clerk of the Court
United States District Court for the Western
District of Missouri, Central Division
United States Courthouse
80 Lafayette Street
Jefferson City, Missouri 65101

Janson v. LegalZoom Settlement Administrator
c/o The Garden City Group, Inc.
P.O. Box _____
Dublin, OH 43017

If you do not follow these procedures, you will lose any opportunity to have your comment considered at the Fairness Hearing or otherwise to challenge the approval of the Settlement or to appeal any orders or judgments entered by the Court in connection with the proposed Settlement.

13. What is the difference between commenting on and excluding yourself from the Settlement?

Commenting is simply telling the Court that you like, or do not like, something about the Settlement. You can comment only if you stay in the Class. Excluding is telling the Court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to comment because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

14. When and where will the court decide whether to approve the Settlement?

On _____, 2011 at _____ a.m., a hearing will be held before the Honorable Nanette K. Laughrey, United States District Judge, in Courtroom _____, United States Courthouse, 80 Lafayette Street, Jefferson City, Missouri 65101 (the "Fairness Hearing"). The purpose of the Fairness Hearing will be for the Court to decide: (a) whether the proposed Settlement is fair, reasonable, and adequate and should be approved; (b) whether to approve Class Counsel's application for attorneys' fees and expenses; and (c) whether to approve the application for service awards for the Class Representatives. The Court may continue or reschedule the Fairness Hearing without further notice to the Class.

15. Do I have to come to the hearing?

Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who oppose the proposed Settlement also are not required to attend the Fairness Hearing.

However, if you choose to come to the hearing and want to be heard orally in support of or in opposition to the proposed Settlement, either personally or through counsel, you must indicate your intention to appear at the Fairness Hearing as detailed in 13., above. If you do not do so, you will not be allowed to be heard at the Fairness Hearing.

GETTING MORE INFORMATION

16. Are there more details about the Settlement?

This Notice is only a summary and does not describe all details of the proposed Settlement. For full details of the proposed Settlement, you may wish to review the Settlement Agreement. It is on file with the Court and can be reviewed at any time during regular business hours at the Clerk's Office, United States Courthouse, 80 Lafayette Street, Jefferson City, Missouri 65101. You may also review many of the pleadings, records, and other papers in this lawsuit at the Clerk's Office. The proposed Settlement Agreement also is available on the Settlement website at www.jansonxxxxxxxx.com.

17. How do I get more information?

You can get more information by sending an e-mail to Class Counsel at _____, or writing to Class Counsel at _____.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, LEGALZOOM, OR ANY OF THEIR AGENTS, FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

BY ORDER OF THE COURT

Dated: _____

The Honorable Nanette K. Laughrey
United States District Judge