

**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

---

**DEFENDANT LEGALZOOM'S MOTION TO  
RECONSIDER OR, IN THE ALTERNATIVE, TO TRANSFER VENUE**

Defendant LegalZoom.com, Inc. ("LegalZoom") hereby respectfully moves the Court to reconsider its Order issued June 1, 2010, denying LegalZoom's motion to dismiss Plaintiffs' Petition without prejudice for improper venue pursuant to Rule 12(b)(3) of the Federal Rules of Civil Procedure. In the alternative, LegalZoom moves the Court to transfer venue to the United States District Court for the Central District of California pursuant to 28 U.S.C. § 1404(a).

1. On February 26, 2010, LegalZoom moved to dismiss Plaintiffs' Petition under Rule 12(b)(3) of the Federal Rules of Civil Procedure. LegalZoom moved on the grounds that, under the forum selection clause to which Plaintiffs assented in purchasing documents on the LegalZoom website, exclusive venue lies in courts situated in the city of Los Angeles, California.

2. The forum selection clause to which Plaintiffs assented provides for venue in the state or federal courts in Los Angeles, California. LegalZoom moved to dismiss under Rule

12(b)(3) rather than to transfer under 28 U.S.C. 1404(a) because transfer to a state court is unavailable under section 1404(a).

3. In supporting briefing on its Motion to Dismiss for Improper Venue, LegalZoom demonstrated that the forum selection clause to which Plaintiffs assented was binding on Plaintiffs. LegalZoom also showed that the clause is enforceable because it is reasonable and does not contravene a public policy of the State of Missouri; because Plaintiffs' assent to the clause was not obtained by fraud, undue influence, or unequal bargaining power; and because any inconvenience to Plaintiffs in litigating in Los Angeles was foreseeable at the time they entered into their contracts with LegalZoom.

4. Accordingly, in order to preserve Plaintiffs' right to bring their claims in the California state courts sitting in the city of Los Angeles, LegalZoom respectfully requests that the Court reconsider its previous Order and dismiss this action without prejudice to refile the action in a state or federal court sitting in the city of Los Angeles, California.

5. The Court's June 1, 2001 Order also authorized LegalZoom to file a motion to transfer venue to the Central District of California no later than June 16, 2010. LegalZoom therefore moves the Court, in the alternative, to transfer venue in this case to the United States District Court for the Central District of California pursuant to 28 U.S.C. § 1404(a).

6. Section 1404(a) provides that "[f]or the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought." 28 U.S.C. § 1404(a). Because LegalZoom is the only defendant in this case and resides in the Central District of California, where its officers direct, control, and coordinate its activities, this case might have been brought in the Central District of California.

7. Transfer to the Central District of California would serve the convenience of the parties and the convenience of witnesses. Transfer to the Central District of California is also in the interests of justice.

8. Accordingly, therefore, in the alternative to dismissal without prejudice to refiling in a state or federal court sitting in Los Angeles, this Court should transfer venue to the Central District of California pursuant to 28 U.S.C. § 1404(a).

WHEREFORE, Defendant LegalZoom respectfully moves the court to reconsider its Order denying LegalZoom's motion to dismiss and to grant LegalZoom's motion, dismissing Plaintiffs' action without prejudice to refiling the action in a state or federal court sitting in the city of Los Angeles, California. In the alternative, LegalZoom requests the Court to transfer this action to the Central District of California pursuant to 28 U.S.C. § 1404(a).

Dated: June 16, 2010

Respectfully submitted,

**BRYAN CAVE LLP**

By: s/ James T. Wicks

Robert M. Thompson MO #38156  
James T. Wicks MO #60409  
One Kansas City Place  
1200 Main Street, Suite 3500  
Kansas City, MO 64105  
Tel.: (816) 374-3200  
Fax: (816) 374-3300

John Michael Clear MO #25834  
Michael G. Biggers MO #24694  
James R. Wyrsh MO #53197  
One Metropolitan Square – Suite 3600  
211 North Broadway  
St. Louis, MO 63102  
Tel.: (314) 259-2000  
Fax: (314) 259-2020

*Attorneys for LegalZoom.com, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on June 16, 2010, the foregoing was electronically filed with the Clerk of Court and served by operation of the Court's electronic filing system upon all counsel of record.

Timothy Van Ronzelen  
Matthew A. Clement  
Kari A. Schulte  
COOK, VETTER, DOERHOFF &  
LANDWEHR, PC  
231 Madison  
Jefferson City, MO 65101  
tvanronzelen@cddl.net  
mclement@cddl.net  
kschulte@cddl.net

David T. Butsch  
James J. Simeri  
Mathew R. Fields  
BUTSCH SIMERI FIELDS LLC  
231 South Bemiston Ave., Suite 260  
Clayton, MO 63105  
butsch@bsflawfirm.com  
simeri@bsflawfirm.com  
fields@bsflawfirm.com

Edward D. Robertson, Jr.  
Mary Doerhoff Winter  
BARTIMUS, FRICKLETON, ROBERTSON  
& GORNY  
715 Swifts Highway  
Jefferson City, MO 65109  
chiprob@earthlink.net  
marywinter@earthlink.net

Randall O. Barnes  
RANDALL O. BARNES & ASSOCIATES  
219 East Dunklin Street, Suite A.  
Jefferson City, MO 65101  
rbarnesjclaw@aol.com

Steven E. Dyer  
10805 Sunset Office Drive, Suite 300  
St. Louis, MO 63127  
jdcpamba@gmail.com

s/ James T. Wicks