

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

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

Plaintiffs,

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

v.

LEGALZOOM.COM, INC.,

Defendant.

**STIPULATED PROTECTIVE ORDER
AND AGREEMENT OF CONFIDENTIALITY**

Because pretrial discovery in this case may require the disclosure of information and production of documents containing the confidential, personal, private, proprietary and/or competitively sensitive information of parties and/or non-parties, and in order to facilitate discovery in this litigation, the Court, at the request of the parties, enters the following Stipulated Protective Order.

1. This Agreement shall govern “Litigation Material,” which term shall refer to materials produced by the Parties in connection with the Litigation, including, but not limited to, any type of document or testimony; any taped, recorded, filed, written or typed matter, including the originals and all marked copies, whether different from the originals by reason of any notation made on such copies or otherwise; all electronically stored information; all deposition testimony; all interrogatories, document requests, and requests for admission, including all responses thereto; and any physical objects or other items or any other information gained by inspection of any tangible thing.

2. Any Litigation Material which any Party believes in good faith contains confidential, proprietary and/or competitively sensitive information, may be designated as “Confidential.” All Litigation Material so designated and all copies thereof (collectively,

“Confidential Information”) shall be treated as confidential and shall not be disclosed except as provided in this Order.

3. If a Party believes that Litigation Material is so confidential that the mere disclosure of the Litigation Material would cause substantial competitive harm, it may designate such Litigation Material as “Attorneys’ Eyes Only.” All documents and information so designated and all copies thereof (collectively, “Attorneys’ Eyes Only Information”) shall be treated as confidential and shall not be disclosed except as provided in this Order.

4. Confidential Information and Attorneys’ Eyes Only Information shall be used by the Parties solely in connection with the prosecution or defense of this litigation and only in accordance with procedures described below.

5. Any Party may designate a document as “Confidential” or “Attorneys’ Eyes Only” pursuant to the terms of this Order by affixing to the first page thereof a stamp with the appropriate legend (i.e., “Confidential” or “Attorneys’ Eyes Only), or the Party may, if the document has already been produced, designate the document as “Confidential” or “Attorneys’ Eyes Only” by informing opposing counsel by written notice that the document is thereafter to be treated as such. With respect to answers to written interrogatories or responses to requests for admissions, the Party must stamp the appropriate legend (i.e., “Confidential” or “Attorneys’ Eyes Only”) next to each answer or response that the Party intends to designate as Confidential Information or Attorneys’ Eyes Only Information.

6. Confidential Information and Attorneys’ Eyes Only Information may be provided to:

- a. attorneys (including staff and other law firm personnel) representing the Parties in this litigation;
- b. this Court and its staff; and
- c. any court reporters present in their official capacity at any hearing, deposition, or other proceeding in this litigation.

7. In addition, Confidential Information may be provided to:

a. the Parties (including all employees of Respondent who have a need to be provided the Confidential Information to assist counsel with respect to the litigation);

b. any person from whom testimony has been taken or is reasonably expected to be taken in this action (whether by deposition or at trial), but only to the extent reasonably necessary to the person's testimony, and provided that any such persons agree to be bound by the terms and provisions of this Stipulated Protective Order by signing an undertaking in the form attached hereto as Exhibit A. Signed undertakings shall be retained, while this litigation is pending, by counsel for the Party who provides such material or information to such person; and

c. Independent experts specifically retained for the purpose of this litigation, provided that such experts agree to be bound by the terms and provisions of this Stipulated Protective Order by signing an undertaking in the form attached hereto as Exhibit A. Signed undertakings shall be retained, while this litigation is pending, by counsel for the Party who provides such material or information to such expert.

8. Any Party may designate, to the extent necessary to protect its Attorneys' Eyes Only Information, portions of deposition testimony as Attorneys' Eyes Only by designating such testimony as Attorneys' Eyes Only on the record at the deposition, or notifying the other Party in writing within five (5) days of receipt of the transcript of the deposition.

9. Any party wishing to use Confidential Information or Attorneys' Eyes Only Information produced or generated by the other party in any brief, memorandum, affidavit or other paper filed with the Court shall file all such affidavit(s), exhibit(s), or other paper(s), and any portion of any brief or memorandum referring or alluding to said Confidential Information or Attorneys' Eyes Only Information, under seal, enclosing the document(s), excerpt(s) or exhibit(s) in a sealed envelope, labeled with the caption of the case, a brief description of the contents, and a statement that the envelope is sealed pursuant to this Stipulated Protective Order.

10. A Party may apply to the Court for a ruling that certain Litigation Material is not entitled to status and protection as Confidential Information or Attorneys' Eyes Only

Information. The party that produced and/or designated the Litigation Material shall be given notice of the application and an opportunity to respond.

11. After termination of this litigation, the provisions of this Order with respect to the use and dissemination of Confidential Information and Attorneys' Eyes Only Information shall continue to be binding. Within thirty (30) of the final disposition of all claims in this litigation, the Parties will return all Confidential Information and Attorneys' Eyes Only Information to the producing Party or destroy any such Confidential Information and Attorneys' Eyes Only Information. Upon request by the producing Party, the other Party shall certify in writing that all Confidential Information and Attorneys' Eyes Only Information was returned or destroyed as required by this paragraph. Notwithstanding the foregoing, outside counsel of record for each of the Parties may retain one copy of notes, correspondence, hearing transcripts, exhibits, deposition transcripts, deposition exhibits, discovery requests and responses, filings with the Court, pleadings, and exhibits to those filings and pleadings, even though such papers may contain Confidential Information or Attorneys' Eyes Only Information.

12. The Court shall retain jurisdiction over the parties and recipients of Confidential Information or Attorneys' Eyes Only Information for enforcement of the provisions of this Order following termination of this litigation.

13. This Order has no effect upon, and its scope shall not extend to, any Party's use of its own Confidential Information or Attorneys' Eyes Only Information.

14. Producing or receiving materials or otherwise complying with the terms of the Order shall not:

- a. prejudice in any way the rights of any Party to object to the production of documents it considers not subject to discovery or otherwise protected from or limited in discovery on the basis of privilege or otherwise;
- b. prejudice in any way the rights of a Party to seek a determination from this Court whether particular discovery materials should be produced; or
- c. prejudice in any way the rights of a Party to agree to, or apply to the Court

for, any additional or lesser protection with respect to the confidentiality of documents or information as that Party may consider appropriate.

15. Any Party may at any time and for any reason seek modification of this Order.

This Order can be modified only by written agreement of the Parties or by order of the Court.

Each Party reserves the right to object to the other Party's motion or request modification of this Order. If the Parties disagree as to whether certain Litigation Materials should be treated and/or designated as Confidential Information or Attorneys' Eyes Only Information, they shall attempt to resolve their differences in good faith before bringing the matter to the Court for resolution.

16. This Order shall be binding upon the Parties hereto, their successors, representatives and assigns, as well as all counsel for the Parties hereto.

APPROVED and ENTERED this 30th day July, 2010

s/ NANETTE LAUGHREY
NANETTE LAUGHREY
UNITED STATES DISTRICT JUDGE

<p>AGREED TO AND SUBMITTED BY:</p> <p>DATED: July __, 2010</p>	<p>BARTIMUS, FRICKLETON, ROBERTSON & GORNY</p> <p>By: _____</p> <p>Edward D. Robertson, Jr. #27183 Mary Doerhoff Winter #38328 BARTIMUS, FRICKLETON, ROBERTSON & GORNY 715 Swifts Highway Jefferson City, MO 65109 chiprob@earthlink.net marywinter@earthlink.net</p>
	<p>Timothy Van Ronzelen #44382 Matthew A. Clement #43833 Kari A. Schulte #57739 COOK, VETTER, DOERHOFF & LANDWEHR, PC 231 Madison Jefferson City, MO 65101 tvanronzelen@cndl.net mclement@cndl.net kschulte@cndl.net</p>
	<p>David T. Butsch #37539 James J. Simeri #52506 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</p>
	<p>Randall O. Barnes #39884 RANDALL O. BARNES & ASSOCIATES 219 East Dunklin Street, Suite A. Jefferson City, Missouri 65101 rbarnesjclaw@aol.com</p>
	<p>Steven E. Dyer #45397 10805 Sunset Office Drive, Suite 300 St. Louis, MO 63127 jdcpamba@gmail.com</p>
	<p>ATTORNEYS FOR PLAINTIFFS</p>

DATED: July 29, 2010

BRYAN CAVE LLP

By: s/ James T. Wicks
Robert M. Thompson #38156
James T. Wicks #60409
3500 One Kansas City Place
1200 Main Street
Kansas City, MO 64105
Telephone: (816) 374-3200
Facsimile: (816) 374-3300
rmthompson@bryancave.com
james.wicks@bryancave.com

John Michael Clear #25834
Michael G. Biggers #24694
James R. Wyrsh #53197
One Metropolitan Square – Suite 3600
211 North Broadway
St. Louis, MO 63102
Telephone: (314) 259-2000
Facsimile: (314) 259-2020
jmc clear@bryancave.com
mgbiggers@bryancave.com
james.wyrsh@bryancave.com

EXHIBIT A

CERTIFICATE REGARDING CONFIDENTIALITY

I hereby certify that I have carefully read the Agreement of Confidentiality in *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 v. Legalzoom.com, Inc.*, Case No. 2:10-cv-04018-NKL, and that I fully understand the terms thereof. I acknowledge that I am bound by the terms of the Agreement of Confidentiality and I agree to comply with those terms. I further acknowledge and agree that I shall be subject to the jurisdiction of the court in said case for the purposes of a contempt citation or other appropriate sanction or penalty under applicable laws and rules for violation of the terms of the Agreement of Confidentiality.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Dated this _____ day of _____, 2010.

Signed

Name (please print):

Affiliation:

Business Address:

Telephone No.:

Home Address:

Telephone No.: