

claim that LegalZoom improperly charged them fees in connection with the preparation of legal documents. Plaintiffs claim they paid fees to LegalZoom for the preparation of documents that affect or relate to secular rights. Those documents include wills, trusts, powers of attorney, business entity formation documents, patent applications and copyright applications, among others. They allege the charging of these fees violates R.S. Mo. §484.020, which prohibits individuals and businesses that are not licensed as a lawyer in Missouri from engaging in the practice of law or the law business. They also claim the charging of these fees by LegalZoom constitutes a deception and an unfair practice in violation of the Missouri Merchandising Practices Act, R.S. Mo. §407.010, *et seq.* On behalf of themselves and all others who paid fees to LegalZoom in connection with the preparation of legal documents, they seek a refund of the amounts paid and, for those who made their payments on or after December 17, 2007, three times the amount of fees paid. They also seek attorneys' fees, expenses, and court costs.

LegalZoom denies these claims and has asserted numerous defenses to this action. Among other defenses, LegalZoom contends that its services do not constitute the practice of the law or the doing of the law business in Missouri. LegalZoom denies it violated any laws and contends it is not liable to any class members. LegalZoom also says that Class Members' claims are preempted by federal law and barred by the United States Constitution. This notice is not an admission by LegalZoom that the claims asserted by Plaintiffs in this case are valid, or that there has been any wrongdoing or violation of law.

The Court has not ruled on the merits of the Plaintiffs' claims or on the denials or other defenses asserted by LegalZoom. This notice is not an admission by LegalZoom that the claims asserted by the Plaintiffs are valid or that there has been any wrongdoing or violation of the law. The purpose of this notice is to advise you of this case and its potential effect on any rights you may have.

THE CLASS CERTIFICATION ORDER

On December 14, 2010, the Court ordered that this lawsuit may be maintained as a claim not only by Todd Janson and the others who filed suit, but also on behalf of a class of Missouri customers who paid fees to LegalZoom in connection with the preparation of legal documents. Plaintiffs Todd Janson, Gerald T. Ardrey and Chad M. Ferrell are representatives for the class and their attorneys, Butsch Simeri Fields LLC, Bartimus, Frickleton, Robertson & Gorny, Cook, Vetter, Doerhoff & Landwehr, P C., and Randall O. Barnes & Associates, are counsel to the class.

The class consists of all persons and other entities resident within the State of Missouri who were charged and paid fees to LegalZoom in connection with the preparation of legal documents from December 17, 2004 to the present.

If you paid a fee to LegalZoom for the preparation of legal documents since December 17, 2004, you may be a member of the class. If you paid a fee to LegalZoom before December 17, 2004, you are not a member of the class. Furthermore, if LegalZoom fully refunded fees you paid, you are not a member of the class. If you did not pay a fee to LegalZoom, then you are not

a member of this class. To be a member of the class, you must meet all the criteria described above. If you do not meet the class definition, this notice does not apply to you.

The Court order allowing the case to proceed as a class action does not mean that any money or other relief will be obtained for the class because there are contested issues that have yet to be decided. Rather, the ruling means that the final outcome of this lawsuit – whether favorable to the Plaintiffs or LegalZoom – will apply in like manner to every class member. The ruling also means that any settlement between the Plaintiffs and LegalZoom will apply to every class member. In other words, the outcome of this lawsuit will apply to all individuals described in the Court’s class certification order summarized above who do not timely elect to be excluded from the class (see below).

YOUR OPTIONS

If you are a class member, you have the choice of staying in the class or excluding yourself from the class. Each choice has risks and consequences. You have the right to discuss your decision with Class Counsel or your own attorney.

1. If you are a class member and do nothing, you will stay in the class. If you stay in the class, your interests will be represented by Class Counsel appointed by the court and you will be bound by the result of the lawsuit, whether that result is favorable or unfavorable. If the Court finds in favor of the class or the Plaintiffs and LegalZoom agree to settle the case, you will be entitled to a share of any recovery. If the Court finds in favor of LegalZoom, you will recover nothing and any claim you would have against LegalZoom related to fees paid in connection with preparation of legal documents will be forever barred. You will not, however, have to pay any money as a result of staying in the class.

2. You may also enter an appearance in the case through your own attorney. If you chose this option, you will be responsible for paying the fees and costs of your own attorney. You need not enter an appearance through your own attorney to participate in the case. If you do not enter an appearance through your own attorney and do nothing, paragraph 1 of this section will apply to you.

3. You may also exclude yourself from the class. If you exclude yourself from the class, you will not be bound by the result of this case. Accordingly, should the class recover money from LegalZoom, whether by settlement or judgment, you will not share in the recovery. Nor will you be bound by any adverse result in this case. You will retain the right to pursue your individual claims against LegalZoom and hire your own attorney, unless otherwise barred.

If you wish to exclude yourself from the class, you must prepare a note requesting exclusion from the class and send it to the Class Administrator at the following address:

Epiq Legal Noticing
[P.O. Box to be announced]

Or

Email to:
[Email address to be announced]

The exclusion request must be received by the Class Administrator on or before _____, 2011. If you mail an exclusion request, you bear the risk of any delay or failure of delivery. If you email a request for exclusion, you should retain a copy of the email showing the date and time it was sent and to what email address.

CORRECT CONTACT INFORMATION

If this Notice was addressed to you at your current e-mail or mailing address, you do not have to do anything further to receive further notices about this case. If this notice was not addressed to you at your current e-mail or mailing address, please contact the Class Administrator at the above address with your correct e-mail or mailing address. If your e-mail or mailing address should change in the future, please contact the Class Administrator at the above address with your new contact information, including both new and old addresses.

WEBSITE CONTAINING ADDITIONAL INFORMATION

Additional information about the case, including orders of the Court and selected pleadings, may be viewed at the following website: **www.lzoomclassaction.com**.

All papers publicly filed in this case are available for you to inspect and copy during regular business hours at the office of the Clerk of the Court, United States Courthouse, 131 W. High Street, Jefferson City, Missouri 65101.

QUESTIONS?

Any questions you have concerning this notice should be sent to the Class Administrator. **[Epiq Legal Noticing; [insert P.O. Box to be announced and email address to be announced].**

On any email you send, state the case name and number. On any letters you send, state the case name and number, and your name and your return address (not just on the envelope).

DO NOT ADDRESS ANY QUESTIONS ABOUT THIS CASE TO THE CLERK OF THE COURT, TO THE JUDGE OR TO LEGALZOOM. They are not permitted to answer any questions.

Dated: _____, 2011