

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI

| | |
|------------------------------|---------------------|
| 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, |)Case No. |
| Plaintiffs, |) 2:10-cv-04018-NKL |
| |) |
| vs. |) |
| |) |
| LEGALZOOM.COM, INC., |) |
| Defendant. |) |

VIDEOTAPED DEPOSITION OF TODD JANSON
Taken on behalf of Defendant
July 29, 2010

Jennifer L. Herbeck, RPR, CSR, CCR
Registered Professional Reporter
Illinois CSR License No. 084-004271
Missouri CCR License No. 733

Exhibit E

Examination by Mr. Thompson

Page 18

1 completely private, or do you believe if the company
2 wanted to look at them, they can look at them?
3 A. I believe if they wanted to they could.
4 Q. So you understood in conveying this,
5 whatever you conveyed about your will, that other
6 people could look at it if they wanted to?
7 A. I don't know if they could because e-mails
8 are different than if you connect to the internet,
9 so I don't know if they'd be able to look into that.
10 Q. You don't know if they could or could not,
11 but you understand that it's your company computer,
12 and if they want to look at it, they can look at it.
13 Is that fair?
14 A. That's fair.
15 Q. So tell us how you got -- how did you get
16 on the LegalZoom website?
17 A. I got on my laptop, and I think I probably
18 Googled I would assume LegalZoom and then I probably
19 clicked and linked to the website.
20 Q. Now you've purchased one product from
21 LegalZoom. Is that right?
22 A. Correct.
23 Q. That's your will?
24 A. Yes.
25 Q. Have you purchased any other products from

Page 19

1 LegalZoom?
2 A. No.
3 Q. And are you aware that they do offer other
4 products?
5 A. Yes.
6 Q. How do you know that?
7 A. Maybe from the ad and now from the
8 documentation that they sent.
9 Q. Okay. And your experience with LegalZoom
10 is confined to the purchase of the will?
11 A. Correct.
12 Q. And so is it fair to say that your
13 experience -- you have no experience with regard to
14 any other products offered by LegalZoom?
15 A. Correct.
16 Q. And so is it fair to say that you have --
17 whether your experience is similar or not similar to
18 any consumer that purchases a different product, you
19 wouldn't have you any idea whether your experience
20 is the same or similar?
21 MR. VAN RONZELEN: Object to form and
22 speculation. You can answer if you can.
23 A. I'm really not sure if it's exactly --
24 they could have purchased different documents. They
25 could have been satisfied, unsatisfied. I do not

Page 20

1 know.
2 Q. (By Mr. Thompson) Right. Their
3 experience may be totally different than yours?
4 A. Maybe.
5 Q. You just don't know as you -- you can't
6 know as you sit here today. Right?
7 MR. VAN RONZELEN: Same objection.
8 A. Correct.
9 Q. (By Mr. Thompson) Describe for us if you
10 will in as much detail as you can recall how you
11 used the product, how you used the service on the
12 website.
13 We got to you Googled it and you got to
14 the website. Tell us what happened next. First of
15 all, do you recall what happened next?
16 A. I don't recall. You know, I'm online all
17 the time for work and I deal with documents online
18 several times, so I probably could not -- I couldn't
19 even tell you what the website looks like right now.
20 Q. Okay. So as you sit here today, you have
21 no recollection of -- no specific recollection of
22 filling in the blanks or answering the questions?
23 A. I remember answering the questions.
24 Q. Okay. Tell us about that, if you would.
25 A. I know I believed that they asked for my

Page 21

1 name, asked where I lived.
2 Q. When you say they, the site asked?
3 A. The website, correct.
4 Q. Did you ever talk -- before we get -- did
5 you ever talk to a person?
6 A. No.
7 Q. Okay. All right. Go ahead. I'm sorry.
8 A. I believe I went online and answered some
9 questions, like I said, my name, where I lived. I
10 believe they asked who I wanted to leave materials
11 to, maybe an executor.
12 I remember filling in how I wanted to be
13 buried, and I put cremation, just specific things
14 like that.
15 Q. Okay. Was there ever any interaction with
16 the website other than you answering the written
17 questions that were there?
18 A. No.
19 Q. And did anybody e-mail you from the site,
20 any instant messaging from the site, any --
21 A. I don't believe any instant messaging. Of
22 course, I received an e-mail verification that they
23 received my payment, I believe.
24 And shortly after I received the -- and I
25 don't know the time frame. The actual will was

6 (Pages 18 to 21)

Examination by Mr. Thompson

Page 22

1 e-mailed to me, and then it was sent to me via mail.
2 Q. Okay. So the extent of your communication
3 with LegalZoom, the entity, was you went on the
4 website, you answered the written questions, you got
5 an e-mail that your payment was received, an e-mail
6 of the document. Is that correct?
7 A. Correct.
8 Q. And then later the document came in the
9 mail?
10 A. Correct.
11 Q. Is that the full extent of the
12 communications that you've ever had with LegalZoom?
13 A. I believe there were a few more e-mails.
14 I can't tell you exactly what they were regarding.
15 And then every once in a while I know I get e-mails
16 from them, whether it's marketing or things like
17 that.
18 Q. Okay. Back to -- but as it pertains to
19 the will, you think there may have been other
20 e-mails?
21 A. There may have been.
22 Q. Do you know?
23 A. I do not know.
24 Q. And do you recall any specifics about
25 that?

Page 23

1 A. No.
2 Q. That may or may not have occurred or you
3 don't know?
4 A. I get a lot of e-mails a day, so I
5 remember the ones I specifically told you, but I
6 know I received other ones.
7 I don't know if they're marketing things,
8 but I don't believe there was anything else
9 additional that was towards my will.
10 Q. Okay. Is the will that you received from
11 LegalZoom still your will as you sit here today?
12 MR. VAN RONZELEN: Let me object as to
13 vagueness. He can answer.
14 Q. (By Mr. Thompson) That's kind of vague.
15 Let me try again. That's fair. Do you have
16 another -- have you replaced that will with a
17 different one?
18 A. Not yet.
19 Q. So were you satisfied with the will that
20 you received?
21 A. No.
22 Q. Why not?
23 MR. VAN RONZELEN: Let me just object to a
24 certain extent that the subsequent -- the basis for
25 those objections for his dissatisfaction may come

Page 24

1 from legal advice that would require him to reveal
2 attorney-client communications. Without doing that,
3 you're free to answer that question if you can.
4 A. Basically I guess, you know, after I
5 received the documentation, not being a lawyer, not
6 knowing is it real, if the terms that they said to
7 have signed and things like that, I didn't know if
8 it would be a legitimate will or not, so that's kind
9 of what led me to call Tim.
10 Q. (By Mr. Thompson) Okay. And did you know
11 Tim? And by Tim, you're referring to your lawyer
12 here today?
13 A. Yes.
14 Q. Did you know Tim?
15 A. Yes, I did.
16 Q. Did you know him before you called him
17 that day?
18 A. Yes.
19 Q. How do you know him?
20 A. We've been friends.
21 Q. And what was the -- how did that
22 friendship start?
23 A. Our -- we lived next to each other. Our
24 parents were friends.
25 Q. In St. Louis?

Page 25

1 A. Yes.
2 Q. South St. Louis. And for what purpose did
3 you call Tim?
4 A. To actually get his -- get information
5 from him to see if the documents were legitimate and
6 if -- how to proceed or, you know, when the
7 documents came they had -- you know, you had to get
8 signatures or you had to get them notarized.
9 And so never dealing with a will before or
10 actually any legal document aspect, I just asked for
11 his opinion.
12 Q. Okay. And had you called -- so looking at
13 the document, is it fair to say that you decided you
14 needed to talk to an attorney?
15 A. I wanted to ask his opinion.
16 Q. Right. And you wanted to ask his opinion
17 as a -- as an attorney. Is that right?
18 A. Someone that's more knowledgeable than me,
19 yes.
20 Q. Had you talked to an attorney before you
21 used the LegalZoom website?
22 MR. VAN RONZELEN: Bob, you mean about --
23 Q. (By Mr. Thompson) Well, about a will.
24 Had you talked to an attorney about a will before
25 you used the LegalZoom website?

Examination by Mr. Thompson

1 A. No.
2 Q. Had you talked to an attorney about
3 LegalZoom before you used the LegalZoom website?
4 A. No.
5 Q. You understand you're suing LegalZoom as a
6 representative of a potential class of people?
7 A. Yes.
8 Q. Is that right? At the time you went
9 online to access the LegalZoom website, did you
10 intend to sue LegalZoom?
11 A. No.
12 Q. Had you thought about suing LegalZoom?
13 A. No.
14 Q. That occurred after you got the will and
15 after you talked to Tim?
16 A. Yes.
17 Q. Did you ever execute the will and have it
18 notarized and witnessed?
19 A. No.
20 Q. Why not?
21 A. I guess the uncertainty still.
22 Q. How long -- let's go back to your
23 interaction on the -- with LegalZoom over the
24 website. Do you recall how long you were online?
25 A. I don't.

1 Q. Do you recall seeing disclaimers that they
2 were not providing legal services?
3 A. No.
4 Q. You don't recall that?
5 A. No.
6 Q. Did you ever see disclaimers that they --
7 that they were not an attorney and that this was not
8 an attorney-client relationship?
9 A. No.
10 Q. You didn't see that?
11 A. No, I don't recall.
12 Q. You don't -- you may have seen it? You
13 don't recall one way or the other?
14 A. I don't know. I don't know. I couldn't
15 tell you if I did or didn't.
16 Q. Okay. But you read through the screen at
17 the time?
18 A. At the time, yes.
19 Q. What -- have you ever been involved in a
20 class action lawsuit before?
21 A. No.
22 Q. How did it -- without asking about
23 communications between you and your lawyer, how did
24 it come about that you became the plaintiff in this
25 lawsuit?

1 Q. You answered written questions or
2 questions that were written on the screen. Right?
3 A. Correct.
4 Q. You never spoke to an individual?
5 A. No.
6 Q. Do you have any name of any person that
7 you ever interacted with? Well, we know you didn't
8 interact by phone?
9 A. Right.
10 Q. So by e-mail?
11 A. No.
12 Q. You used -- it was on a company computer
13 that you knew could be checked by the company if
14 they wanted?
15 A. Yes.
16 Q. You -- did you see any of the terms of use
17 or the conditions of the relationship between you
18 and LegalZoom? I mean --
19 A. Not the --
20 Q. Did you read the disclaimers and the
21 descriptions of the terms of condition and the terms
22 of sale?
23 A. I may have.
24 Q. You don't recall?
25 A. I don't recall.

1 MR. VAN RONZELEN: I'm going to object on
2 the grounds of attorney-client privilege. I don't
3 think he can answer that question without revealing
4 communications between himself and myself.
5 Q. (By Mr. Thompson) Let me ask you this.
6 What's your claim against LegalZoom as you
7 understand it?
8 MR. VAN RONZELEN: Let me just object that
9 it calls for a legal conclusion. I understand
10 you're asking his understanding.
11 MR. THOMPSON: Right.
12 A. My understanding is that, you know, if I
13 go to an individual and ask him for something, and
14 in this particular case if they're licensed or not
15 in the area of expertise or in the state that I live
16 in, that is the reason -- that's one of the reasons
17 why I believe there is a class action lawsuit.
18 Q. (By Mr. Thompson) So -- well, you never
19 spoke to an individual. Right?
20 A. With LegalZoom?
21 Q. Yes.
22 A. No, I have not.
23 Q. You never asked for LegalZoom's advice on
24 anything, did you?
25 MR. VAN RONZELEN: I'm going to object.

Examination by Mr. Thompson

Page 30

1 That calls for I think a legal conclusion. You can
2 answer to the best of your ability.
3 A. I mean, when I go -- when they present
4 themselves as being able to give you legal
5 documentation, yes, I went to them for information
6 to get a will.
7 Q. (By Mr. Thompson) You never spoke to
8 anyone and asked their advice. Right?
9 A. No.
10 Q. Did you understand that you were providing
11 answers to questions to fill in a form will?
12 A. I believe I was giving them information so
13 that they could provide me with a will, yes.
14 Q. Did you understand it to be -- I mean,
15 when you went to a website to answer questions, to
16 fill out form, is that what you understood you were
17 doing?
18 A. I understood that I was giving them
19 information so that they could write me a will.
20 Q. Did you understand this to be a form will,
21 or did you think -- did you have any expectation as
22 to who was writing the will?
23 MR. VAN RONZELEN: I'm going to object as
24 to form. You can answer the question if you can.
25 And vagueness.

Page 31

1 A. I was under the impression that there
2 would be an attorney that would be doing this for
3 me.
4 Q. (By Mr. Thompson) What was the basis of
5 that? Why did you -- why did you assume that?
6 A. Just from information I heard from
7 LegalZoom as far as providing legal documents and
8 things like that. You know, I wouldn't go to a
9 doctor for my will. I would go to a lawyer.
10 Q. Okay. Well, you knew -- I mean, you've
11 known that Tim was a lawyer. You knew before you
12 went to LegalZoom. Right?
13 A. Yes, I did. I knew he was a lawyer.
14 Q. You've worked with lawyers before?
15 A. Not on my basis, no. Work, yes.
16 Q. Why did you not call a lawyer to have your
17 will done?
18 A. It was pretty much about money.
19 Q. All right. Let's go back to this lawsuit.
20 What is your complaint with LegalZoom? What are
21 you -- why are you a plaintiff in this lawsuit?
22 MR. VAN RONZELEN: Same objection that the
23 complaint speaks for itself. You can answer to the
24 extent you can.
25 A. You know, right now I really don't know

Page 32

1 that -- my big complaint is this will that I have
2 that they provided, is it legal, would it hold up if
3 I did pass away. Those are part of my reasons.
4 Again, like I stated about the class
5 action, about me not being able to provide legal
6 representation to myself on this will.
7 Q. (By Mr. Thompson) Would you have any
8 reason to believe the will that you were provided is
9 not valid?
10 MR. VAN RONZELEN: Same objection as we
11 had before when you asked that. You can answer the
12 question to the extent that your answer does not
13 reveal communications between you or your lawyers.
14 A. Yeah, at the time I did not know if it was
15 or was not valid, so I asked for advice.
16 Q. (By Mr. Thompson) And have you received
17 advice as to whether the will is valid or not, not
18 what it is? Have you received -- not what you were
19 told. Have you been told?
20 A. Have I been told? I haven't -- I have not
21 been told either way that it -- we just -- I've not
22 proceeded any further with it.
23 Q. Have you talked to any of the other
24 plaintiffs involved in this lawsuit about their
25 LegalZoom experience?

Page 33

1 A. No.
2 Q. Do you know that there are other
3 plaintiffs?
4 A. Yes.
5 Q. And you don't know what the nature of
6 their interaction with LegalZoom was?
7 A. I do not.
8 Q. You don't know if it's the same or
9 different? You don't have any idea about the facts
10 or circumstances surrounding their experience with
11 LegalZoom?
12 A. Correct, I do not.
13 MR. THOMPSON: Let's go through some of
14 the documents. Actually, give me that whole
15 package. Let's mark that.
16 MR. BUTSCH: Is it your intention to mark
17 that, Bob?
18 MR. THOMPSON: Yes.
19 MR. BUTSCH: The problem becomes what do
20 you do with the original deposition exhibits,
21 because obviously those are --
22 THE WITNESS: Those are my original
23 documents.
24 MR. BUTSCH: Those are his original
25 documents.

Examination by Mr. Thompson

Page 46

1 something and picked something off of there, but
2 anybody could have wrote that.
3 The reason I went to LegalZoom is I
4 thought that a lawyer would be creating this will
5 for me.
6 Q. Let me ask you my question again, and I'd
7 like you to answer the question. You can answer
8 your lawyer's questions when he asks you questions.
9 A. Okay.
10 Q. When you buy a form at an office supply
11 store, for example, you hope and believe that that
12 was drafted by a lawyer?
13 MR. VAN RONZELEN: I'm just going to
14 object that's been asked and answered several times
15 now, but go ahead.
16 Q. (By Mr. Thompson) Correct?
17 A. I would hope, but I do not know.
18 Q. And when you went to LegalZoom to get a
19 will document prepared, you believed that that
20 document was at some point created by a lawyer also.
21 Correct?
22 A. I believe that somebody would have taken
23 my information and being a lawyer and created my
24 document, yes.
25 Q. What -- upon what do you base that belief?

Page 47

1 A. From LegalZoom saying that they're -- they
2 have several lawyers on staff, they have -- they can
3 provide you legal advice, they can provide you legal
4 documents. That's usually what attorneys do, so
5 that's what I assumed.
6 Q. Well, you had not -- you don't recall any
7 contents of any ad you heard prior to using the
8 service. Right?
9 A. Not by word, no.
10 Q. And so do you recall any specific time
11 ever you heard from LegalZoom that the form that you
12 received would be written by you -- by a lawyer for
13 you?
14 A. Specifically, no.
15 Q. Do you recall specifically seeing several
16 times through the web page that LegalZoom disclaimed
17 providing legal services?
18 A. I don't recall doing that, no.
19 Q. You don't recall that at all?
20 A. No.
21 Q. But you do recall going through all the
22 web pages in connection with the preparation and
23 paying for your will. Right?
24 A. Correct.
25 Q. Have you seen anywhere in writing where

Page 48

1 LegalZoom represented to you or caused you to
2 believe that -- well, actually, said that your will
3 would be prepared by an attorney?
4 A. Have I seen it, no, not that I recall.
5 Q. And you never spoke -- you didn't speak to
6 an attorney. You didn't ever speak to anyone at
7 LegalZoom. Right?
8 A. No.
9 Q. What is your perception -- what is your
10 understanding of what it means to have an
11 attorney-client relationship?
12 A. That things that I discuss with my
13 attorney is privileged.
14 Q. Anything else?
15 A. No.
16 Q. Do you think it's an important
17 relationship?
18 A. Yes.
19 Q. Kind of a special relationship?
20 MR. VAN RONZELEN: I object as to vague
21 and ambiguous. You can answer.
22 A. I guess so.
23 Q. (By Mr. Thompson) Any perception as to
24 whether or not it can be an expensive proposition to
25 hire a lawyer?

Page 49

1 A. Yes.
2 Q. What's your view of that?
3 A. You know, I don't have a view. People
4 charge for what -- you know, what the market is, I
5 guess.
6 Q. Do you -- for instance, do you -- in your
7 current relationship with your lawyers, do you have
8 a written fee arrangement?
9 A. I believe they're advancing me right
10 now --
11 Q. I don't want to know --
12 A. Right.
13 Q. I don't want to know the nature, but do
14 you have a written agreement by which they are
15 providing you services as lawyers? That's kind of a
16 complicated way --
17 A. Yeah.
18 Q. Did you sign anything with -- did you
19 receive anything in writing from your lawyers about
20 them becoming your lawyers?
21 A. I believe so, yes.
22 Q. Did you receive anything like that from
23 LegalZoom?
24 A. Not to my knowledge. I don't know.
25 Q. Did you ever get a name of a lawyer at

Examination by Mr. Thompson

Page 50

1 LegalZoom?
 2 A. No.
 3 Q. And, of course, you've never spoken to
 4 one?
 5 A. Correct.
 6 Q. You didn't have a name or a number to call
 7 a lawyer at LegalZoom. Right?
 8 A. There may have been a number on the
 9 website.
 10 Q. But you don't know as you sit here?
 11 A. I don't know.
 12 Q. And you've never done that?
 13 A. Correct.
 14 Q. When you used the LegalZoom website, there
 15 was no one to ask -- you didn't ask questions or
 16 seek advice, did you?
 17 MR. VAN RONZELEN: From LegalZoom?
 18 MR. THOMPSON: Correct.
 19 A. No, I didn't talk to anybody, no.
 20 Q. (By Mr. Thompson) Well, I mean, you --
 21 there was no way for you to say, well, what happens
 22 if I do this or do that? It was you answering their
 23 questions. Correct?
 24 A. Correct.
 25 MR. THOMPSON: Would you mark that as

Page 51

1 Janson 2. If you want to hand me that, I'd be happy
 2 to do them.
 3 (Whereupon, the court reporter marked
 4 Janson Exhibit No. 2, Will, for identification.)
 5 Q. (By Mr. Thompson) I'm going to hand you
 6 what's been marked as Janson 2.
 7 A. Okay.
 8 Q. What is that document?
 9 A. I believe it's the will that LegalZoom
 10 sent to me.
 11 Q. Okay. And how many -- without regard to
 12 the signature pages, how many -- well, that's all
 13 right. How many pages in your will?
 14 A. There are nine pages here.
 15 Q. Okay. And four of those pages are just
 16 signature pages. Correct?
 17 A. Yes.
 18 Q. Okay. And so you got a -- the body of
 19 your will which says -- which deals with your
 20 property and your wishes is just five pages. Right?
 21 A. Correct.
 22 Q. Okay. Have you ever signed this will?
 23 A. No.
 24 Q. Is there a reason that you haven't signed
 25 it?

Page 52

1 MR. VAN RONZELEN: I object. It's been
 2 asked and answered. You can answer it again.
 3 A. I don't know if the will is valid.
 4 Q. (By Mr. Thompson) Okay. And that's why
 5 you haven't signed it?
 6 A. Correct.
 7 (Whereupon, the court reporter marked
 8 Janson Exhibit No. 3, Information for LegalZoom
 9 Will, for identification.)
 10 Q. I'm going to hand you what has been marked
 11 as Janson Exhibit 3, and I'll represent to you that
 12 these are documents that LegalZoom produced to your
 13 lawyers that represent what you typed into this
 14 software, to the website.
 15 A. Okay.
 16 Q. Do you recall answering the questions or
 17 providing the information that's exhibited on Janson
 18 Exhibit 3?
 19 A. It looks like most of them, yes.
 20 Q. And for somebody that might be watching
 21 this videotape in the future, these are -- these are
 22 the answers to questions like what's your name,
 23 what's your address, your credit card information.
 24 Correct?
 25 A. Correct.

Page 53

1 Q. Okay. And it says that you're ordering a
 2 last will and testament, and the price is going to
 3 be \$121.95. Correct?
 4 A. Correct.
 5 Q. And the questions you answered here, are
 6 they -- do you believe that the will that you were
 7 provided, and that is Janson 2, that that document
 8 reflects the answers to the questions that you
 9 provided in Janson 3?
 10 A. Yes.
 11 Q. Does it -- does Janson 2 to your knowledge
 12 provide any -- provide for the disposition of assets
 13 in any way that's not reflected as you instructed on
 14 Janson 3?
 15 A. I believe the questions that I answered
 16 are in here, yes.
 17 Q. Okay. And when you say the questions that
 18 you answered, you're pointing to your answers on the
 19 website are reflected -- are reflected in Exhibit 2
 20 which is the will. Right?
 21 A. Correct.
 22 (Whereupon, the court reporter marked
 23 Janson Exhibit No. 4, Payment Information Page, for
 24 identification.)
 25 Q. I'm going to hand you what has been marked

Examination by Mr. Thompson

Page 58

1 gave me any advice or opinion that I should not
2 purchase -- proceed with this purchase.
3 Q. Okay. And, of course, we know you did
4 proceed with the purchase. Correct?
5 A. Yes, I did purchase a will.
6 Q. Okay. And then in Paragraph 4 -- let me
7 read the first sentence. It says I understand that
8 LegalZoom's review of my answers is limited to
9 completeness, spelling, and grammar, and for
10 internal consistency of names, addresses, and the
11 like. What does that sentence mean to you?
12 A. It's up to me to give the proper
13 information.
14 Q. And do you understand that all that
15 LegalZoom is doing is checking it for spelling and
16 grammar and things like that?
17 A. Again, according to this document I just
18 read, yes.
19 Q. In other words, and according to this
20 document, they're not -- they're not thinking for
21 you. They're just checking your spelling.
22 Is that a fair -- they're not deciding
23 what you want or giving you advice on the will.
24 They're just checking for spelling and grammar and
25 things like that. That's what they tell you in

Page 59

1 Paragraph 4. Correct?
2 MR. VAN RONZELEN: I'm going to object as
3 to form.
4 A. That's what it says right here.
5 Q. (By Mr. Thompson) And then Paragraph 5
6 says I have read and understand the following, and
7 then it goes on to say LegalZoom is not permitted to
8 engage in the practice of law including providing
9 any kind of advice, explanation, opinion, or
10 recommendation to a consumer about possible legal
11 rights, remedies, defenses, options, selections of
12 forms, or strategies. Do you see that?
13 A. Yes.
14 Q. I read it correctly?
15 A. Yes.
16 Q. Is it true that legal advice -- LegalZoom
17 did not give you any explanation? Nobody from
18 LegalZoom gave you any explanation of your will?
19 A. I didn't speak to anyone.
20 Q. And you received no opinions from them
21 also because you didn't speak to anyone?
22 A. Right, I didn't speak to anyone.
23 Q. And you -- they didn't e-mail you or
24 provide you any written opinions. Correct?
25 A. No.

Page 60

1 Q. They provided you no recommendations about
2 your legal rights. Correct?
3 A. Correct.
4 Q. And they didn't tell you which -- that's
5 fine. Let's go back to the previous which is
6 Janson 4. And where it says -- on the second page
7 of Janson 4 where it says proceed to check out, do
8 you see where it says by clicking the proceed to
9 check-out button, you agree to our terms of service?
10 Correct?
11 MR. VAN RONZELEN: Where? I'm sorry.
12 MR. THOMPSON: Second page.
13 MR. VAN RONZELEN: Yeah, I'm looking
14 there.
15 MR. THOMPSON: Have I got a different one?
16 MR. VAN RONZELEN: Oh, no, I just didn't
17 see where you were looking. Thank you.
18 MR. THOMPSON: Okay.
19 MR. VAN RONZELEN: Do you see where he's
20 talking about, Todd?
21 THE WITNESS: Yes, I do. I see that, yes.
22 Q. (By Mr. Thompson) So by clicking the
23 proceed to check out, you agree to our terms of
24 service. Do you see that?
25 A. Yes, I do.

Page 61

1 Q. Do you believe you clicked proceed to
2 check out?
3 A. I would assume I did. I can't --
4 Q. You don't recall as you sit here today
5 one way or the other?
6 A. Right.
7 Q. And you may have reviewed the terms of
8 service. You don't recall that either?
9 A. No.
10 Q. It was a year ago. You just don't know?
11 A. Right.
12 Q. And let's see. Did we produce or did we
13 establish what day you did this?
14 MR. VAN RONZELEN: Not yet.
15 Q. (By Mr. Thompson) Let's do that. Do you
16 know when you -- when you ordered the product? Let
17 me look at Janson 1 for a minute.
18 Janson 1 which is in front of you, the
19 first document, the letter to you from LegalZoom
20 enclosing your will and testament is dated what?
21 A. It says November 19th, 2009.
22 Q. And did -- I assume you filled out the --
23 is it correct to assume that you filled out the form
24 a day or two before you received the product in the
25 mail?

Examination by Mr. Thompson

Page 66

1 would have to think about.
2 Q. Well, you hadn't -- it's fair to say you
3 haven't done it yet. Correct?
4 A. I haven't done it, correct.
5 Q. And you had not done it at the time?
6 A. No.
7 Q. And is one of the reasons that you went to
8 LegalZoom because absent that service, you were not
9 going to have a will?
10 A. I went there because of the price. I
11 mean, that's why I went there. I didn't seek anyone
12 else. I just --
13 Q. I mean, and you knew before you went to
14 LegalZoom that you could have gone to a lawyer?
15 A. That's who I thought I was going to, yes.
16 Q. Okay. Well, you knew that you could go to
17 a lawyer in Missouri, somebody you knew? You knew
18 that before you decided to go to LegalZoom?
19 A. I had that option, yes.
20 Q. And you had not decided to do that.
21 Instead you decided to use the self-help website.
22 Is that correct?
23 MR. VAN RONZELEN: I'll object to the
24 form. You can answer.
25 A. Yeah, I went to LegalZoom, yes.

Page 67

1 Q. (By Mr. Thompson) Okay. Have you
2 purchased or received any services other than the
3 will that we've talked about from LegalZoom?
4 A. No.
5 Q. And as I understand your answer, you don't
6 know whether -- you don't know whether you're
7 satisfied or not satisfied with the will you
8 received because you don't know whether it's valid
9 or not valid. Is that fair?
10 A. I'm dissatisfied because I don't know if
11 it's valid. And if -- in my opinion if you
12 cannot -- if you're not licensed and legal to
13 practice law, and this to me was a legal document,
14 then I would -- in my opinion, I would think it's
15 not valid.
16 Q. Okay. And did you know -- you contend --
17 as I understand your answer, it's your contention
18 that LegalZoom was your lawyer. Is that what you're
19 saying?
20 A. I went to them as being a lawyer to do my
21 will, yes.
22 Q. But you didn't know -- you didn't have a
23 name?
24 A. No.
25 Q. No address?

Page 68

1 A. I'm sure there was an address on there,
2 I'm sure.
3 Q. I mean, you didn't have a phone number --
4 a name or a phone number of any lawyer. Right?
5 A. No.
6 Q. And you knew that at the time you accessed
7 the service. Correct?
8 A. That I didn't talk to anyone? Yeah, I
9 knew I didn't talk to anyone.
10 Q. In the cases -- the depositions that you
11 gave --
12 A. Uh-huh.
13 Q. What were those cases about?
14 A. Environmental issues.
15 Q. And can you be a little more specific?
16 A. Basically they asked my opinion on some
17 results that were given to me on air quality
18 results.
19 Q. Did you testify at trial?
20 A. On one of them, yes.
21 Q. And where was that case tried?
22 A. I believe right over here.
23 Q. In Clayton?
24 A. Yes.
25 Q. And who were you working for at the time?

Page 69

1 A. I don't know if I can disclose who. I
2 don't know if it's privileged information or not.
3 Q. What company were you employed by?
4 A. Oh, was I employed by? Oh, Phillip
5 Environmental.
6 Q. Were you testifying on their behalf?
7 A. I was testifying on one of our clients.
8 Q. Okay. What was the outcome of that case?
9 A. I do not know.
10 Q. And I asked you I think if you'd talked to
11 anyone else about this lawsuit, and you mentioned
12 that you talked to your wife. Anybody else?
13 A. No.
14 Q. And --
15 A. I mean, my work knows I'm here for a
16 deposition, but they don't know -- no, I haven't
17 given them any detail.
18 MR. THOMPSON: All right. I have no
19 further questions. Do you have any questions?
20 MR. VAN RONZELEN: I don't. We will waive
21 presentment. Todd, you have the option to read if
22 you want to. That's your option. It doesn't mean
23 you won't get a copy.
24 If you want to read to make sure the court
25 reporter took things down accurately, you can. You