

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.
)	2:10-cv-04018-NKL
Plaintiffs,)	
)	
v.)	
)	
LEGALZOOM.COM, INC.,)	
)	
Defendant.)	

VIDEOTAPED DEPOSITION OF GERALD T. ARDREY

Taken on Behalf of the Defendant

July 30, 2010

Jeannie D. Priscu, RPR, CSR, CCR
CCR NUMBER: 694

Exhibit G

EXAMINATION BY MR. WICKS

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1 A No, sir. One other time.
2 Q When? When was that, do you recall?
3 A No, sir. I cannot exactly pinpoint the
4 date, but I received it in the mail.
5 Q Okay. Apart from your -- Apart from your
6 attorney you hired for your divorce, have you ever
7 hired another lawyer?
8 A Oh, yes, sir.
9 Q For what?
10 A Speeding tickets, traffic violations.
11 Q Right. You told me about that. How did you
12 hire that lawyer?
13 A It was a lawyer. It was the partner to
14 Michelle. It was Michelle's partner's friend. That's
15 how I met him.
16 Q Okay. So her partner's friend recommended
17 this lawyer?
18 A Yes, sir.
19 Q And you called him?
20 A Yes, sir.
21 Q Did you meet him in person?
22 A Yes, sir.
23 Q And did you tell him, I need legal help?
24 MR. SIMERI: Objection, calls for
25 attorney/client privileged information. You don't

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1 have to go into what you told the guy, told the
2 lawyer.
3 THE WITNESS: Okay.
4 Q (By Mr. Wicks) You asked him to represent
5 you?
6 A Yes, sir.
7 Q Did you sign an agreement with that
8 attorney, do you remember?
9 A No, sir. I sure didn't.
10 Q But you think you did sign an agreement with
11 your divorce attorney?
12 A I did.
13 Q When you and Michelle and Mr. Ferrell used
14 the LegalZoom web site did you speak with an attorney
15 at LegalZoom?
16 A No, sir. I do not remember that at all, no.
17 Q You don't remember it, but you might have?
18 A No, I know we did not speak to an attorney.
19 Q Did you -- Did you speak to anyone at
20 LegalZoom?
21 A No, sir.
22 Q Did you e-mail anyone at LegalZoom?
23 A I did not, sir, no.
24 Q Do you know if Michelle did?
25 A She did not either. All we did was fill it

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1 out, sent it in, paid for it, and then we received our
2 paperwork.
3 Q And so you don't think Mr. Ferrell spoke
4 with anyone at LegalZoom?
5 A No, sir.
6 Q Why did you -- What did you -- Why did you
7 use LegalZoom? Tell me what you wanted, what you
8 expected LegalZoom to do.
9 A I used LegalZoom for the convenience of I
10 didn't have to take time off work to go meet with an
11 attorney. It was for the convenience of it being
12 right there in our home, and the fee was cheaper than
13 an attorney.
14 Q Had you consulted an attorney before to find
15 out what the fee would be to set up an L.L.C.?
16 A No, sir.
17 Q So why do you say LegalZoom was cheaper than
18 an attorney?
19 A Prior to me hiring attorneys, and what the
20 cost of an attorney is, knowing from hiring an
21 attorney for, I was like it's going to be expensive.
22 And I believe that Michelle had spoke to an
23 attorney prior to her L.L.C. and her -- and her
24 company, so she had already -- She already knew about
25 what the price was probably going to be.

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1 Q Did she tell you what the price was going to
2 be?
3 A No, sir.
4 Q You don't have any idea what a lawyer was
5 going to charge?
6 A No, sir.
7 Q Did you have an expectation of what a lawyer
8 would charge you to set up an L.L.C.?
9 A I had a ballpark figure.
10 Q What was the ballpark?
11 A Anywhere from probably 8 to \$1,000.
12 Q 800 to 1,000?
13 A Yes, sir.
14 Q And what did LegalZoom charge you?
15 A 249.
16 Q Did you -- When you were deciding to use the
17 LegalZoom web site did you expect that you were hiring
18 an attorney?
19 A No, sir.
20 Q Sorry to be rude.
21 A You're fine. You're fine.
22 Q Why -- Why did you think you weren't hiring
23 an attorney when you hired LegalZoom?
24 A Why did I not think I was hiring an
25 attorney?

EXAMINATION BY MR. WICKS

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1 Rather, I am representing myself in this
2 legal matter. No attorney-client relationship or
3 privilege is created with LegalZoom. Did I read that
4 right?
5 A Yes, sir.
6 Q Do you -- Do you remember reading that
7 provision when you read the terms of service?
8 A I remember Michelle reading it to me, yes.
9 Q Is that your understanding of what LegalZoom
10 was doing for you?
11 MR. SIMERI: Objection, calls for a legal
12 conclusion.
13 Q (By Mr. Wicks) You can answer, Mr. Ardrey,
14 if you can.
15 A I'm sorry.
16 MR. WICKS: Could you read it back, please,
17 Jean?
18 (The second to last question was read back
19 by the reporter.)
20 Q (By Mr. Wicks) You know what, that is
21 confusing. Let's just -- Let me break it down. You
22 know what, I'm just going to move on.
23 Let's look at paragraph 2. Does paragraph 2
24 read as follows, If prior to my purchase, I believe
25 that LegalZoom gave me any legal advice, opinion or

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1 recommendation about my legal rights, remedies,
2 defenses, options, selection of forms or strategies, I
3 will not proceed with this purchase, and any purchase
4 that I do make will be null and void. Did I read that
5 right?
6 A Yes, sir.
7 Q When you were on the LegalZoom web site --
8 Well, do you remember Michelle reading this to you
9 too?
10 A I do not recall.
11 Q Okay. When you were on the LegalZoom web
12 site did LegalZoom give you any legal advice?
13 MR. SIMERI: Objection, calls for a legal
14 conclusion.
15 THE WITNESS: I do not recall, sir.
16 Q (By Mr. Wicks) Do you -- Did LegalZoom give
17 you any opinion?
18 MR. SIMERI: Objection, calls for a legal
19 conclusion.
20 THE WITNESS: I do not recall.
21 Q (By Mr. Wicks) When you used the LegalZoom
22 web site or when Michelle used the LegalZoom web
23 site -- web site, she filled in blanks; right?
24 A Yes, sir.
25 Q Was there any communication from LegalZoom

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1 to you? Did you get e-mails from LegalZoom?
2 A No, sir.
3 Q Was there an instant message window opened?
4 A I do not recall.
5 Q Was she -- Do you know if she was
6 communicating, if anyone from LegalZoom was
7 communicating with her?
8 A No, sir, there was not.
9 Q Okay. So do you think LegalZoom gave an
10 opinion to you?
11 MR. SIMERI: Objection, calls for a legal
12 conclusion.
13 THE WITNESS: I do not believe so.
14 Q (By Mr. Wicks) Okay. Do you know if
15 LegalZoom gave any recommendations about legal rights?
16 A No, sir.
17 MR. SIMERI: Objection, calls for a legal
18 conclusion.
19 Q (By Mr. Wicks) I think you're going to want
20 to let your counsel object to the next few questions.
21 A Sorry.
22 Q That's all right. Do you think LegalZoom
23 gave you any recommendation about legal remedies?
24 MR. SIMERI: Objection, calls for a legal
25 conclusion.

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1 THE WITNESS: No, sir.
2 Q (By Mr. Wicks) Do you think LegalZoom gave
3 you any recommendations about defenses?
4 MR. SIMERI: Objection, calls for a legal
5 conclusion.
6 THE WITNESS: No, sir.
7 Q (By Mr. Wicks) Do you think LegalZoom gave
8 you any recommendation about legal options?
9 MR. SIMERI: Objection, calls for a legal
10 conclusion.
11 THE WITNESS: No, sir.
12 Q (By Mr. Wicks) Do you think LegalZoom gave
13 you any recommendations about strategies, legal
14 strategies?
15 MR. SIMERI: Objection, calls for a legal
16 conclusion.
17 THE WITNESS: No, sir.
18 Q (By Mr. Wicks) You did -- You did -- Whether
19 you saw it or not, Michelle did hit the proceed to
20 checkout button. You did buy the L.L.C. form; right?
21 A Yes, sir.
22 Q Okay. Let's look at paragraph 4 here in the
23 terms of service. I'll read it, and you tell me if I
24 read it right.
25 I understand that LegalZoom's review of my

EXAMINATION BY MR. WICKS

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1 answers is limited to completeness, spelling and
 2 grammar, and for internal consistency of names,
 3 addresses, and the like. Did I read that right?
 4 A Yes, sir.
 5 Q Tell me what that means to you.
 6 A To me that means that they checked over what
 7 we filled in and everything was, my terms, good to go,
 8 and we proceeded forward.
 9 Q So they checked over for completeness
 10 meaning -- What does that mean to you?
 11 A All of the spaces that they required that
 12 needed to be filled in were filled in correctly.
 13 Q Okay. Now, when you say filled in
 14 correctly, what do you mean by that?
 15 A As far as my name, the spelling of my name
 16 was right, everybody's address was correct, Chad's
 17 name right, and then we proceeded forward.
 18 Q Generally it's a spelling, grammar, and
 19 internal consistency -- consistency of names and
 20 addresses, you understand that means that you typed in
 21 your name one place, they checked to see if you typed
 22 in your name the same way in another place?
 23 A Yes, sir.
 24 Q And do you understand that that means they
 25 reviewed your answers only for that?

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1 A Yes, sir.
 2 Q Okay. Flip to the second page and look at
 3 paragraph 13 at the end there where it says, quote, If
 4 I do not agree to all of these terms, I will
 5 immediately cease my use of this site. Did I read
 6 that right?
 7 A Yes, sir.
 8 Q Do you remember seeing that, or did Michelle
 9 read that to you?
 10 A I do not recall seeing it, and I do not
 11 recall her reading that to me.
 12 Q Do you -- You did not stop using the site.
 13 You purchased the document; correct?
 14 A Correct, sir.
 15 (Previously marked Janson Exhibit 7 was
 16 identified.)
 17 Q (By Mr. Wicks) I'll take that back. I'm
 18 going to hand you what was marked yesterday as Janson
 19 7. Do you recognize that? You're going to tell me
 20 some day what that is, aren't you? For the record, I
 21 was speaking to Mr. Simeri, not the witness.
 22 MR. SIMERI: I don't know what it is.
 23 THE WITNESS: I do not know what that is.
 24 No, sir.
 25 Q (By Mr. Wicks) Okay. Thanks.

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1 (Previously marked Ferrell Exhibit 4 was
 2 identified.)
 3 Q (By Mr. Wicks) I'll hand you what was marked
 4 yesterday as Ferrell 4. Does that -- Does that look
 5 familiar to you?
 6 A Yes, sir.
 7 Q It's the front page of the LegalZoom web
 8 site. Do you recall seeing that?
 9 A Yes, sir.
 10 Q If you'd flip to the second page there, can
 11 you make out the writing that I highlighted there? I
 12 marked the wrong copy yesterday, but it's more
 13 convenient for you to read it than for me, but do you
 14 remember seeing that when you used the LegalZoom web
 15 site?
 16 A I do not. I do remember being -- this being
 17 read to me.
 18 Q Okay. Let me -- Here, let me read it out
 19 loud.
 20 A Okay.
 21 Q I'll tell you what, I'll give you that and
 22 you follow along.
 23 A Yes, sir.
 24 Q This paragraph says, quote, Disclaimer, the
 25 information provided in this site is not legal advice,

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1 but general information on legal issues commonly
 2 encountered.
 3 LegalZoom's legal document service is not a
 4 law firm and is not a substitute for an attorney or
 5 law firm. LegalZoom cannot provide legal advice and
 6 can only provide self-help services at your specific
 7 direction. I'll stop there. Did I read that right?
 8 A Yes, sir.
 9 Q And that's the paragraph that you remember
 10 Michelle reading to you?
 11 A I do recall that. Yes, sir.
 12 (Previously marked Ferrell Exhibit 1 was
 13 identified.)
 14 Q (By Mr. Wicks) Okay. That's great. Thanks.
 15 Let me hand you what was marked as Ferrell Exhibit 1
 16 from yesterday. Does that look familiar?
 17 A Yes, sir.
 18 Q What is that?
 19 A It's an operating agreement.
 20 Q For what?
 21 A C&J Remodeling.
 22 Q And is that the L.L.C. that you and
 23 Mr. Ferrell set up?
 24 A Yes, sir.
 25 (Previously marked Ferrell Exhibit 2 was

EXAMINATION BY MR. WICKS

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1 Q And did Mr. Ferrell or Michelle suggest that
2 you might do that?
3 A I do not recall.
4 Q Is there -- What's the difference between
5 this form on the -- I'll hand them back to you.
6 What's the difference between the form on the Missouri
7 Secretary of State's web site and the form you filled
8 out on LegalZoom?
9 A The line 7 is not there, and at the bottom
10 of the -- This is LegalZoom's; correct?
11 Q Right. Ardrey 2.
12 A Okay. Ardrey 2 is LegalZoom's, and the
13 State of Missouri's is at the bottom there's a box for
14 name, address, and return file document section, which
15 is not on LegalZoom's.
16 Q But they're pretty much the same; right?
17 There's no significant difference?
18 A No, sir.
19 Q And explain to me why -- Well, if you were
20 filling out this form you got from the Secretary of
21 State would you be practicing law?
22 MR. SIMERI: Objection, calls for a legal
23 conclusion.
24 THE WITNESS: No, sir. I would be doing it
25 on my own self.

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1 Q (By Mr. Wicks) And when you filled out the
2 form on the LegalZoom web site how is that different?
3 MR. SIMERI: Objection, argumentative.
4 THE WITNESS: I did it. We did it ourselves
5 on top of that. This, there would be no payment or
6 anything. This there was.
7 Q (By Mr. Wicks) Is that the only difference?
8 A As far as I can tell, yes, sir.
9 Q (By Mr. Wicks) Okay. Thanks.
10 (Previously marked Ferrell Exhibit 6 was
11 identified.)
12 Q (By Mr. Wicks) I'll hand you what was marked
13 yesterday as Ferrell 6. You won't have seen that, but
14 that is -- LegalZoom produced that to your attorneys.
15 It's a record of the information that was typed into
16 the form on the LegalZoom web site. Do you want a
17 copy, Jim?
18 MR. SIMERI: Sure. Thank you, sir.
19 Q (By Mr. Wicks) Do you remember entering or
20 seeing Michelle enter Mr. Ferrell's name and address
21 here? I guess was Mr. -- Would you regard Mr. Ferrell
22 as sort of the leader of this? I mean I see you used
23 his name and address rather than yours. Any
24 particular reason you did that?
25 A He used a credit card at the time.

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1 Q So it was in his name? He paid for it?
2 A He paid for it, yes.
3 Q Okay.
4 A We -- We paid for it. He used his credit
5 card.
6 Q And then you repaid him?
7 A Yes, sir.
8 Q Okay. Let's go down to the bottom of that
9 first page there. What you ordered there, you ordered
10 the L.L.C. economy package; is that right?
11 A Yes, sir.
12 Q Do you remember this or --
13 A Yes, sir.
14 Q Okay. And not a rush order, first class
15 shipping, you expect to pay \$244, it's in Missouri.
16 Does that look right?
17 A Yes, sir.
18 Q Just have a quick look over the rest of the
19 document. See if there's anything in there either you
20 don't remember typing in or Michelle typing in, or if
21 there's anything you're surprised to see.
22 A That all looks correct.
23 Q It looks like what you typed in. Do you
24 remember Michelle typing anything in that wasn't on --
25 that's not on this form?

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1 A No, sir.
2 Q So everything Michelle typed in is on this
3 form?
4 A Yes, sir.
5 MR. WICKS: I think I'm going to take
6 another five minute break, and I may have just a few
7 more questions for you, Mr. Ardrey, but I think we're
8 pretty close to done.
9 THE VIDEOGRAPHER: Going off the record at
10 10:21 a.m.
11 (A break was taken.)
12 THE VIDEOGRAPHER: Back on the record at
13 10:27 a.m.
14 Q (By Mr. Wicks) All right. Mr. Ardrey, I'm
15 just about done here. I've got to ask a few
16 uncomfortable questions. I'm sorry, but I'm not
17 asking this to embarrass you, but have you ever been
18 charged with a felony?
19 A Yes, sir.
20 Q More than once?
21 A No, sir.
22 Q Could you -- Could you tell me about the
23 circumstances?
24 A It was due to the child support and the
25 divorce.

17 (Pages 62 to 65)