

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ROZMAN LEGAL GROUP, P.C.,)	
)	
Plaintiff,)	No. 12-CV-4016
)	
v.)	
)	
LEGALZOOM.COM, INC.,)	JURY TRIAL DEMANDED
)	
Defendant.)	

COMPLAINT

NOW COMES Plaintiff, Rozman Legal Group, P.C., by and through its attorney Lance R. Minor of the Law Office of Lance R. Minor, Ltd., and for its Complaint against Defendant, Legalzoom.com, Inc., aver as follows:

The Parties

1. Plaintiff, Rozman Legal Group, P.C. (“Rozman Legal Group”), is an Illinois professional corporation with its principal place of business located in Chicago, Illinois.
2. On information and belief, Defendant, Legalzoom.com, Inc. (“Legalzoom”), is a Delaware corporation with its principal place of business located in Glendale, California.

Jurisdiction and Venue

3. This Court has jurisdiction over the subject matter of this action pursuant to 17 U.S.C. § 501(b) and 28 U.S.C. § 1331. Jurisdiction over the state and common law claims is also appropriate under 28 U.S.C. §1367(a) and principles of pendent jurisdiction.
4. Venue in this judicial district is proper under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this judicial district.

Background Allegations

5. Alexander Rozman (“Rozman”) is an attorney who is licensed to practice law in Illinois and New York. Rozman is the President of Rozman Legal Group. Rozman Legal Group provides legal services to clients located in Illinois and New York.

6. Legalzoom is an on-line legal document service that provides services to customers in almost all of the fifty (50) states, including but not limited to Illinois, Indiana, and New York.

7. Sometime before March 2009, Legalzoom became interested in gauging its customers’ interest in an attorney locator program through its website. The pilot program was scheduled to launch on April 1, 2009 and last a minimum of two months. During the pilot program, Legalzoom was to provide free leads to prospective law firms in exchange for feedback and data collection on the success of the program. In March 2009, Rozman Legal Group expressed an interest in becoming one of the law firms to which Legalzoom referred its customers. Rozman Legal Group was selected by Legalzoom to be one of the law firms for the program. After the pilot program ended, Rozman Legal Group became a member of Legalzoom’s attorney locator program and purchased family law referrals from Legalzoom at \$35 per lead.

8. On March 24, 2010, Rozman met with Carter Gaffney and Allen Rodriguez of Legalzoom at Ruth’s Chris Steakhouse in Chicago to discuss some ideas he had which could benefit Legalzoom. The parties executed a non-disclosure agreement prior to their meeting (“NDA”). One of Rozman’s ideas was the creation of a legal plan whereby Legalzoom customers could pay a monthly fee for access to an approved attorney. Rozman proposed that one of the services provided by the legal plan would be a “Legal Tune-up: A comprehensive diagnosis of your legal health.” It would be a way of approaching clients with a service rather than waiting for the client to self-identify any

problems they may have. Rozman also suggested video-conferencing and web appointment scheduling technologies that have been and are being implemented by Legalzoom without credit to Rozman. A copy of the NDA is attached hereto as Exhibit A.

9. Rozman also suggested that the parties enter into a joint venture relationship so that he could help Legalzoom expand its business in the Midwest and East Coast.

10. In April 2010, Allen Rodriguez informed Rozman that Legalzoom was creating a legal plan “that will require law firms to fulfill various benefits included in the plans.” Mr. Rodriguez told Rozman that he wanted Rozman Legal Group to work as one of its plan attorneys. Mr. Rodriguez also expressed interest in expanding Rozman’s business opportunities with Legalzoom once the parties had a chance to work with each other a while. On May 26, 2010, Mr. Rodriguez invited Rozman to Los Angeles to meet Legalzoom’s Director of Legal Product Development, James Peters, and Carter Gaffney to discuss Rozman’s ideas for the joint venture.

11. On June 3, 2010, Rozman traveled to Los Angeles and was given a tour of the Legalzoom headquarters by Allen Rodriguez. Rozman discussed his joint venture proposals and the Legal Tune-Up idea in a meeting with Allen Rodriguez, Carter Gaffney and James Peters.

12. On or about August 7, 2010, Rozman Legal Group and Legalzoom executed a Firm Panel Agreement whereby Rozman Legal Group joined Legalzoom’s “Plan as a provider of legal and other related services” for Plan Members in New York. A copy of the Firm Panel Agreement for New York is attached hereto as Exhibit B.

13. On or about September 10, 2010, Rozman Legal Group and Legalzoom executed a Firm Panel Agreement whereby Rozman Legal Group joined Legalzoom’s “Plan as a provider of

legal and other related services” for Plan Members in Illinois. A copy of the Firm Panel Agreement for Illinois is attached hereto as Exhibit C.

14. On or about October 6, 2010, Rozman Legal Group and Legalzoom executed a Firm Panel Agreement whereby Rozman Legal Group joined Legalzoom’s “Plan as a provider of legal and other related services” for Plan Members in Indiana. A copy of the Firm Panel Agreement for Indiana is attached hereto as Exhibit D.

15. At the time Rozman Legal Group executed the three Firm Panel Agreements, Legalzoom had a single legal plan which provided personal legal services to individuals. Since that time, Legalzoom has also started offering a legal plan to businesses with a broader range of services. Currently, the two plans are being marketed as Legalzoom’s “Personal Attorney Legal Plan” and “Business Attorney Legal Plan” (referred to collectively herein as the “Plan”). The Plan provides Legalzoom’s customers with access to an attorney for a monthly fee (“Plan Members”). See e.g. Exhibit E.

16. Pursuant to the three Firm Panel Agreements, Legalzoom engaged Rozman Legal Group as an independent contractor because a non-attorney firm could not share legal fees with an attorney thus the independent contractor agreement was the only lawful arrangement. As an independent contractor, Rozman Legal Group was to provide services directly to Plan Members and to directly bill Plan Members for the “for-fee” services it did provide. Legalzoom was required to provide Rozman Legal Group with an updated list of Plan Members on a monthly basis so that Rozman Legal Group could verify that the person seeking services pursuant to any of the Agreements was a Plan Member in good standing. Legalzoom was required to pay an administrative fee to Rozman Legal Group “for each Plan Member who has been assigned to [Rozman Legal

Group] for a complete calendar month pursuant to the New York and Indiana Firm Panel Agreements.” See New York and Indiana Firm Panel Agreements, Sec. 1.

17. Rozman Legal Group was entitled to “receive \$3.00 as an administrative fee for each Plan Group Member that is assigned to the [Rozman Legal Group] for one (1) full calendar month in New York and Indiana. The ‘Plan Group’ shall mean the Primary member, his or her spouse or registered domestic partner, and other qualified dependents.” See New York and Indiana Firm Panel Agreements, Ex. A, Sec. 1.

18. The three Agreements further provided that:

An attorney-client relationship exists exclusively between [the Rozman Legal Group] and Plan Members. [Legalzoom] will not interfere in any manner whatsoever with that relationship, nor shall it participate in or interfere with the exercise of [the Rozman Legal Group’s] independent professional legal judgment in providing Services to Plan Members.

* * * *

As between [Legalzoom] and [the Rozman Legal Group], all files relating to the rendering of Services to Plan members by [the Rozman Legal Group] are the sole property of [the Rozman Legal Group] and are subject to attorney-client privilege.

See Firm Panel Agreements, Secs. 2.4 & 5.6.

19. The three Agreements included as one of their free Plan Benefits a “Legal Check-Up” which was substantially identical to the idea of a “Legal Tune-up” Rozman had previously pitched to Legalzoom. See Firm Panel Agreements, Ex. A. Sec. II(A)(3).

20. After executing the Agreements, Rozman Legal Group started to and did perform services for Plan Members in Illinois, Indiana and New York.

21. Throughout Fall 2010, Rozman continued working with Legalzoom to give them ideas for the Plan.

22. Rozman Legal Group devoted substantial time, effort and other resources to service Plan Members' needs. Rozman Legal Group leased new office space in New York City and hired new attorneys to accommodate the increase and anticipated further increase in its business. Rozman Legal Group also hired an attorney licensed in Indiana to work out of its Chicago offices and an attorney licensed in Michigan for future Michigan plan work at such time as Michigan approved the Legalzoom plan.

23. Legalzoom refused and failed to ever provide the Rozman Legal Group with a list of Plan Members every month in violation of the Firm Panel Agreements despite Rozman's repeated requests. Rozman Legal Group was unable to verify that the persons seeking services pursuant to the Agreements were Plan Members in good standing. Rozman Legal Group was also unable to verify the proper amount of administrative fees it was supposed to be receiving from Legalzoom each month for New York and Indiana. Rozman was told by Allen Rodriguez of Legalzoom not to worry about getting a list as their technology was evolving too quickly and to trust that Legalzoom would take care of him.

24. Rozman discovered that Legalzoom was giving away free one week and one month plan memberships and that Legalzoom was not paying Rozman Legal Group an administrative fee for those Plan Members in violation of the Agreement. Rozman was told by Carter Gaffney and Allen Rodriguez of Legalzoom that free and trial memberships would attract more paying customers and that this would benefit Rozman Legal Group by ensuring larger client retention and thus larger future payments.

25. Rozman also discovered that Legalzoom breached the Firm Panel Agreements by secretly and deceptively cherry-picking desirable personal injury, medical malpractice and other

lucrative matters for Plan Members in Illinois, Indiana and New York and selling them as leads to other attorneys or giving them to Legalzoom's in-house attorneys. For example, upon information and belief, Illinois plan members with Chapter 7 bankruptcy inquiries were sold to the Illinois law firm, Legal Helpers; patent related plan member inquiries were funneled to Legalzoom's in-house patent attorneys.

26. Allen Rodriguez told Rozman that Legalzoom sold family law leads usually for \$75 and mesothelioma leads for as much as \$1000 despite the Legalzoom policy that customer information was not sold to third parties.

27. When Legalzoom did pay Rozman Legal Group the monthly administrative fees for New York and Indiana it was usually late and not within the thirty (30) days required by the Firm Panel Agreements.

28. Even though the Firm Panel Agreements provided that Legalzoom was not to interfere with the attorney-client relationship between Rozman Legal Group and Plan Members, Legalzoom staff discouraged Rozman Legal Group from entering into limited representation or general retainer agreements with Plan Members so they could maintain control of the relationship with Legalzoom customers. Legalzoom even advertised in their website that customers were assigned a plan attorney insinuating that an attorney-client relationship existed between members of the public and an attorney with whom they had never spoken.

29. Rozman was instructed by a Legalzoom in-house attorney to answer Plan member questions generally and rhetorically so as to specifically not create liability for Rozman Legal Group or Legalzoom. For example, a common plan member inquiry was for Rozman Legal Group to review whether potential conflicts of the customer's trademark search results conducted by Legalzoom

would be approved by the USPTO. Legalzoom instructed Rozman Legal Group to answer rhetorically by asking the customer “what do you think?” and to deflect the question by stating that a similar trademark result was a bad business decision in an attempt to skirt answering the legal question posed. Rozman refused to be controlled and directed by Legalzoom, a non-attorney firm as such compliance would be a violation of his attorney ethics.

30. Rozman was told by Allen Rodriguez of Legalzoom that the purpose of the Plan was to provide good customer service and that legal advice was ancillary. In instructing Rozman of Legalzoom’s expectations of how plan attorneys were required to conduct themselves with customers, Rodriguez made an analogy to the physician-patient relationship: “patients don’t question whether their doctor’s advice and analysis is correct, they form their impression based on the doctor’s bedside manner or customer service skills. Similarly, Legalzoom and customers don’t care what legal advice is provided or if it is correct as long as the customer receives a positive customer service experience.” Rozman stated that the competent delivery of legal services includes issue spotting and sometimes delivering “bad news” to their clients and that telling customers everything would be “okay” just to ensure a positive customer service experience may constitute malpractice.

31. Shortly thereafter, Legalzoom created and required Rozman Legal Group to maintain a high “Willingness to Refer” (“WTR”) score, a measuring device for whether Legalzoom plan attorneys would remain or be dismissed from the Plan.

32. Rozman believes that the WTR score was utilized to control Rozman Legal Group and other Plan attorneys and their attorney-client relationships with Plan Members because it puts a premium on making Legalzoom’s customers happy rather than giving sound legal advice.

33. Rozman disputed Legalzoom's use of the WTR score on many occasions. Carter Gaffney repeatedly disapproved of Rozman's critique even going to the length of publicly chastising Rozman's WTR critiques at the 2012 Attorney Interact Conference.

34. Rozman was instructed by Legalzoom employees, such as Richard Kort, that Rozman Legal Group and other plan attorneys could not "up-sell attorney services" over Legalzoom products.

35. On February 9, 2012, Rozman and other Plan attorneys were informed by Richard Kort at the Attorney Interact Conference that Legalzoom was introducing a "Secret Shopper" program whereby fake Plan Members would ask Plan attorneys challenging legal questions to be graded for various criteria including to see whether Plan attorneys were "up-selling" their own services rather than Legalzoom products. Rozman and the other Plan attorneys were told that overly up-selling attorney services was a basis for termination from the Plan.

36. Legalzoom required Rozman Legal Group to provide services that were not included in the Plan. The Plan provides Plan Members with certain no-fee services. One benefit is a one-half (1/2) hour telephone consultation on any new legal matter. Tax-related matters were specifically excluded as part of that no-fee service. Another no-fee benefit is the review of a legal document of up to ten (10) pages in length for new legal matters. However, Legalzoom routinely forwarded tax-related questions and documents over ten (10) pages to Rozman Legal Group as part of the no-fee package. If Rozman refused to provide the excluded service he risked a lowered Rozman Legal Group WTR score subjecting it to possible termination from the Plan.

37. Legalzoom required Rozman Legal Group to adopt TimeTrade technology to schedule Plan Member even though it was not required by the Agreements. Rozman Legal Group was forced

to incur the expense of converting all of its offices from an Apple based platform to a PC based platform to accommodate the limitations of Legalzoom's mandatory implementation of TimeTrade.

38. At the Attorney Interact conference on February 9, 2012, Legalzoom also required Rozman Legal Group to provide certain legal services at a flat fee rate which they would advertise in the future on the Legalzoom website and in national advertising and that Rozman Legal Group was not allowed to exceed the Legalzoom mandated set prices. Rozman objected to Legalzoom's control of his relationship with his clients.

39. Despite the Agreements' provisions that Rozman Legal Group was to provide services directly to Plan Members, to directly bill Plan Members for the services it did provide, and that Legalzoom was not to interfere with the attorney-client relationship, Legalzoom intervened in a fee dispute between the Rozman Legal Group and a New York Plan Member.

40. Legalzoom informed Rozman that Rozman Legal Group had to resign as the Plan's New York attorney or Rozman Legal Group would be removed as a Plan attorney for all three jurisdictions, Illinois, Indiana and New York. Rozman agreed to resign Rozman Legal Group from New York.

41. Rozman was then informed by Carter Gaffney of Legalzoom that Rozman Legal Group could not use an Indiana licensed attorney working out of its offices in Chicago to advise Plan Members located in Indiana. Instead, Rozman Legal Group was required to have a physical presence in Indiana even though all contact with Plan Members was via telephone.

42. Rozman Legal Group entered into a referral relationship with an attorney located in Indiana to comply with the extra-contractual conditions Legalzoom was imposing upon it. Allen Rodriguez of Legalzoom informed Rozman that an unpaid referral relationship was satisfactory as

some of the other plan attorneys had identical unpaid referral relationships. Subsequent to Rozman's conversation with Allen Rodriguez, Carter Gaffney of Legalzoom informed Rozman that the Indiana attorney should have been made an employee and receiving a salary or in the alternative direct compensation as an independent contractor for advising Plan Members and that as a result Legalzoom would decide what to do with Rozman Legal Group.

43. On information and belief, other Plan attorneys are allowed to maintain referral relationships with attorneys for certain jurisdictions.

44. Legalzoom's Attorney Services Group and other plan attorneys serving as Legalzoom representatives instructed Rozman Legal Group to utilize inexperienced "people pleaser" attorneys with zero to three years of experience and to create separate websites and even firm names to insulate Legalzoom and the plan attorney provider from potential litigation, especially given Legalzoom's history of lawsuits for improper estate planning and the unauthorized practice of law.

45. Rozman sent Chas Rampenthal, a licensed attorney and the General Counsel of Legalzoom, a letter detailing all of the deceptive practices to the public and inappropriate intrusions into the attorney-client relationship by Legalzoom that needed immediate redress. Rampenthal refused to make the required changes.

COUNT I
BREACH OF FIRM PANEL AGREEMENTS

46. Plaintiff incorporates the allegations contained in Paragraphs 1 through 45 as if set forth fully herein.

47. Rozman Legal Group fully performed its obligations under the Illinois, Indiana and New York Firm Panel Agreements.

48. As is alleged more specifically above, Legalzoom breached the Agreements by, *inter alia*, failing to report the number of Plan Members in Illinois, Indiana and New York to Rozman Legal Group, failing to pay Rozman Legal Group administrative fees for Indiana and New York Plan Members, sending lucrative Illinois, Indiana and New York Plan Member cases to other attorneys, and interfering with the attorney-client relationship between Rozman Legal Group and Plan Members.

49. Legalzoom also breached the Agreements when, without cause, it leveraged a dispute between Rozman Legal Group and a Plan Member to force Rozman Legal Group out of New York.

50. As a result of Legalzoom's breach of the Agreements, Rozman Legal Group has suffered damages.

WHEREFORE, Plaintiff, Rozman Legal Group, P.C., prays that this Honorable Court enter judgment in its favor and against Defendant, Legalzoom.com, Inc., for compensatory damages in an amount in excess of \$75,000, for Rozman Legal Group, P.C.'s costs, and for such other and further relief as this Court deems appropriate.

COUNT II
BREACH OF NON-DISCLOSURE AGREEMENT

51. Plaintiff incorporates the allegations contained in Paragraphs 1 through 45 as if set forth fully herein.

52. Rozman Legal Group fully performed its obligations under the NDA.

53. As is alleged more specifically above, Legalzoom breached the NDA by, *inter alia*, taking Rozman's ideas, using Rozman's ideas as its own and offering products similar to Rozman's ideas to the public without compensating Rozman Legal Group.

54. As a result of Legalzoom's breach of the NDA, Rozman Legal Group has suffered damages.

WHEREFORE, Plaintiff, Rozman Legal Group, P.C., prays that this Honorable Court enter judgment in its favor and against Defendant, Legalzoom.com, Inc., for compensatory damages in an amount in excess of \$75,000, for Rozman Legal Group, P.C.'s costs, and for such other and further relief as this Court deems appropriate.

COUNT III
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

55. Plaintiff incorporates the allegations contained in Paragraphs 1 through 45 as if set forth fully herein.

56. The agreements between Rozman Legal Group and Legalzoom contain implied covenants of good faith and fair dealing. Legalzoom breached those covenants.

57. The actions of Legalzoom described in this Complaint have at all times relevant to this action been willful and/or knowing.

58. As a result of Legalzoom's breach of those covenants, Rozman Legal Group has been irreparably injured and suffered monetary damages.

WHEREFORE, Plaintiff, Rozman Legal Group, P.C., prays that this Honorable Court enter judgment in its favor and against Defendant, Legalzoom.com, Inc., for compensatory damages in an amount in excess of \$75,000, for Rozman Legal Group, P.C.'s costs, and for such other and further relief as this Court deems appropriate.

COUNT IV
UNJUST ENRICHMENT

59. Plaintiff incorporates the allegations contained in Paragraphs 1 through 45 as if set forth fully herein.

60. As a result of Legalzoom's actions as described in this Complaint, Legalzoom has been enriched at Rozman Legal Group's expense.

61. As a result of Legalzoom's actions as described in this Complaint, Rozman Legal Group has been deprived of a valuable benefit.

62. Legalzoom cannot establish any justification for its unjust enrichment at Rozman Legal Group's expense.

63. Legalzoom's actions as described in this Complaint have at all times relevant to this action been willful and/or knowing.

64. As a result of Legalzoom's actions, Rozman Legal Group has been irreparably injured and suffered monetary damages.

WHEREFORE, Plaintiff, Rozman Legal Group, P.C., prays that this Honorable Court enter judgment in its favor and against Defendant, Legalzoom.com, Inc., for compensatory damages in an amount in excess of \$75,000, for Rozman Legal Group, P.C.'s costs, and for such other and further relief as this Court deems appropriate.

COUNT V
COPYRIGHT INFRINGEMENT 17 U.S.C. § 101 et seq.

65. Plaintiff incorporates the allegations contained in Paragraphs 1 through 45 as if set forth fully herein.

66. Rozman Legal Group is the owner of the copyright covering Rozman's legal plan and legal tune-up product.

67. Without Rozman Legal Group's permission, Legalzoom copied the copyrighted subject matter and created a derivative work thereof. This unauthorized derivative work is or was copied and used by Legalzoom in connection with Legalzoom's website. Legalzoom may have infringed Rozman Legal Group's copyrights in additional ways.

68. Legalzoom's actions as described in this Complaint constitute copyright infringement of Rozman's legal plan and legal tune-up product. Rozman's legal plan and legal tune-up product constitute copyrightable subject matter.

69. Legalzoom's actions as described in this Complaint have at all times relevant to this action been willful and/or knowing.

70. As a result of Legalzoom's actions, Rozman Legal Group has been irreparably injured and has suffered monetary damages.

WHEREFORE, Plaintiff, Rozman Legal Group, P.C., prays that this Honorable Court enter judgment in its favor and against Defendant, Legalzoom.com, Inc., for compensatory damages in an amount in excess of \$75,000, for Rozman Legal Group, P.C.'s costs, and for such other and further relief as this Court deems appropriate.

Rozman Legal Group, P.C.

By: /s/ Lance R. Minor
One of its Attorneys

Lance R. Minor (IL No. 6256405)
Law Office of Lance R. Minor, Ltd.
203 North La Salle Street
Suite 1620
Chicago, IL 60601
Tel: 773.469.1520

EXHIBIT A

LEGALZOOM.COM, INC.
MUTUAL NONDISCLOSURE AGREEMENT

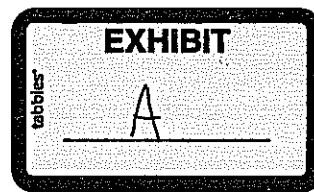
This Mutual Non-disclosure Agreement (the "Agreement") is made and entered into as of March 11, 2010, between LegalZoom.com, Inc., a Delaware corporation whose principal address is 7083 Hollywood Blvd., Suite 180, Los Angeles, CA 90028 and Rozman Legal Group P.C., an Illinois corporation whose principal address is 2615 North Sheffield Avenue, Chicago, Illinois 60614.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE MUTUAL DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information which the Disclosing Party (as defined below) desires the Receiving Party (as defined below) to treat as confidential.

2. "Confidential Information" means any nonpublic information disclosed by either party (the "Disclosing Party") to the other party ("Receiving Party"), either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), and designates such information as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. Confidential Information includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party services or products, the marketing or promotion of any Disclosing Party service or product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed or acquired by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; or (vi) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.



3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees and consultants, except to those employees and consultants of the Receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless previously approved in writing by the Disclosing Party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity, if any, and to also cease further disclosures, communications or other activities under this Agreement upon written notice to the other party.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's written request.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mark, work right, or copyright, trade secret or other intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Term. The obligations of each Receiving Party hereunder shall survive until the earlier of (i) such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and is made generally available through no action or inaction of the Receiving Party or (ii) the third anniversary of the disclosure; provided, that, to the extent that a party has disclosed information to the other party that constitutes a trade secret under law, the Receiving Party agrees to protect such trade secret(s) for so long as the information qualifies as a trade secret under applicable law.

10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Governing Law; Waiver of Jury Trial; Judicial Reference. This Agreement shall be governed by the laws of California USA, without reference to conflict of laws principles. To the full extent permitted under applicable laws, the parties agree to waive a trial by jury of any and all issues arising out of any action or proceeding between the parties hereto or their Affiliates, under or connected with this Agreement, any of its provisions, or any transactions or agreements set forth herein or contemplated hereby (collectively, a "Dispute"). To the extent that the foregoing waiver of jury trial is unenforceable, the parties agree that all Disputes (other than summary proceedings) arising out of or relating to this Agreement shall be resolved by a judicial reference pursuant to California Code of Civil Procedure §§ 638 et seq. The parties shall be entitled to adequate discovery, as determined by the referee. The judicial referee appointed to decide the judicial reference proceeding shall be neutral and empowered to hear and resolve any or all issues in the proceeding, whether fact or law, and shall report a written statement of decision thereon. If the parties are unable to agree upon a referee within ten (10) calendar days of a written request to do so by either party, either party may thereafter seek to have a referee appointed by the court pursuant to the procedures set forth in California Code of Civil Procedure § 640. The parties agree that the prevailing party in any judicial reference shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the final judgment.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

ROZMAN LEGAL GROUP P.C.

LEGALZOOM.COM, INC.

By: _____

By: _____

Name: Alexander Rozman

Name: _____

Title: _____

Title: _____

EXHIBIT B

Firm Panel Agreement

This Agreement is made between LEGALZOOM.COM, INC., a Delaware corporation with a principle place of business located at 7083 Hollywood Blvd. Suite 108, Los Angeles, California 90028 ("LZ") and Rozman Legal Group with a principle place of business located at New York, NY ("Firm").
Chicago, IL

WHEREAS, LZ desires to establish and operate a legal service plan available to the general public ("Plan"); and

WHEREAS, Firm is an entity that is properly licensed and qualified to practice law in the state(s) of _____ that desires to provide legal services to the public; and

WHEREAS, the parties desire the Firm to join the Plan as a provider of legal and other related services and make Firm's services available to members of the Plan at a reasonable cost, subject to the terms and conditions herein; and

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties and conditions herein, the parties agree as follows:

DEFINITIONS

"Plan Member" means, collectively, (a) the enrolled primary member of the Plan who is in good standing, (b) such primary member's spouse or domestic partner, and (c) such primary member's immediate children under the age of [26], provided that such child is listed as a dependent on the enrolled members most recent federal tax return.

"Services" Legal services and activities carried on by Firm for any Plan Member which shall include, without limitation, the plan benefits set forth in Exhibit A under "Plan Benefits."

1. Provision of Legal Services

- 1.1 LZ hereby engages Firm as an Independent Contractor to provide Services directly to Plan Members as set forth in Exhibit A (attached hereto and made part hereof) at the rate specified therein. Firm shall provide Services by using attorneys and other staff who are properly licensed and qualified to provide such Services directly to Plan Members through the Plan according to the terms herein.
- 1.2 Firm acknowledges and agrees that LZ may amend Exhibit A from time to time by providing Firm with a revised Exhibit A with at least sixty (60) days prior notice to its effective date.
- 1.3 Prior to rendering any Services to a Plan Member, Firm shall first verify, in accordance with LZ procedures, that the person seeking the Service is (a) a Plan Member in good standing and (b) in fact, has been assigned to Firm through the Plan. Notwithstanding the forgoing, if Firm is initially unable to confirm the required membership standing, Firm shall only provide telephone consultation services until Firm is able to make the appropriate membership determinations.
- 1.4 On a monthly basis, LZ will provide Firm with a list of Plan Members in good standing in order to assist Firm confirm a person's eligibility for service under the Plan. Firm shall not disclose or use the list for any other purpose.
- 1.5 On or before January 1st of each year, Firm shall provide LZ with its hourly rate subject to the Plan discount and shall provide LZ with fifteen (15) days prior written notice of any change in such hourly rate.
- 1.6 All fees, costs and other expenses shall be billed directly to Plan Member in accordance with Firm's arrangement with such Plan Member. LZ is not responsible for any fines, filing fees, reimbursements, and any other costs and expenses incurred by Firm in any matter.
- 1.7 Pursuant to the terms of this Agreement and Firm's professional and ethical obligations, Firm shall complete its work and representation of a Plan Member on any specific legal matter that commences under the Plan, even if (a) the Firm or Plan Member ceases to be a member of the Plan before such completion or (b) this Agreement terminates.
- 1.8 Firm shall respond to all requests for telephone consultation within twenty four (24) hours of the time when the request was submitted excluding weekends or nationally recognized holidays when the Firm's office is closed.



- 1.9 In consideration for Firm's participation in the Plan as a provider of legal services to Plan Members according to the terms herein, LZ will pay Firm an administrative fee for each Plan Member who has been assigned to Firm for a complete calendar month as further described in Exhibit A ("Administration Fee"). Firm shall not be entitled to payment of the Administrative Fee (a) for any Plan Member who has not been assigned to Firm for a complete calendar month or (b) for each individual who has rights or benefits under one Plan Member. The primary enrollee and his/her spouse, domestic partner and children will be considered one Plan Member for the purposes of this calculation.

2. Relationship of the Parties

- 2.1 LZ and Firm agree that in performing its responsibilities pursuant to this Agreement, Firm is acting as an independent contractor. Nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between LZ on the one hand and Firm, its partners, members, associates, employees, subcontractors or affiliates on the other. Nothing contained herein is intended or shall be construed to create any relationship other than as set forth in this section.
- 2.2 Neither party to this Agreement shall have the right to bind or obligate the other in any manner without the prior written consent of that party or as specifically set forth herein; neither party will represent the contrary to any other party.
- 2.3 LZ and Firm acknowledge and agree that LZ is not an entity authorized to practice law. Nothing contained in this Agreement is intended or shall be construed to imply or state otherwise.
- 2.4 An attorney – client relationship exists exclusively between Firm and Plan Members. LZ will not interfere in any manner whatsoever with that relationship, nor shall it participate in or interfere with the exercise of Firm's independent professional legal judgment in providing Services to Plan Members.
- 2.5 Firm shall not refuse to provide Services to any Plan Member except as is required pursuant (a) to the professional ethical laws, rules or regulations applicable to Firm or (b) as specifically permitted herein including, but not limited to, Exhibit A.
- 2.6 Upon written request of the Firm and subject to Firm's professional ethical responsibilities, LZ may terminate or reassign a Plan Member who Firm demonstrates, to the reasonable satisfaction of LZ, is incompatible with Firm and/or does not follow appropriate Plan procedures. Upon written request of the Plan Member, LZ may terminate this Agreement or reassign such Plan Member to another attorney if such Plan Member demonstrates, to the reasonable satisfaction of LZ, that Firm is not compatible with Plan Member or does not follow appropriate Plan procedures.

3. Firm Representations, Warranties and Covenants

Firm hereby represents, warrants, and covenants each of the following as of the execution date and throughout the term of this Agreement:

- 3.1 Firm has duly authorized the execution and delivery of this Agreement.
- 3.2 The execution and delivery of this Agreement will not violate any applicable rules, regulations, laws, order of any court, administrative agency or other governmental body to which Firm is subject and no consent, approval, authorization or other order is required for Firm to enter into this Agreement or perform its obligations hereunder.
- 3.3 All Services provided pursuant to this Agreement shall be performed in strict accordance with all professional and ethical obligations and standards applicable to Firm and Firm's Services to Plan Members shall be equal or greater in quality and manner to those provided to Firm's clients who are not Plan Members.
- 3.4 All statements and information contained in the "Firm Registration Questionnaire" that Firm has submitted or will submit to LZ shall be true and correct to the best of the Firm's knowledge and belief; Firm acknowledges that LZ is relying upon the accuracy and completeness of the questionnaire in its decision to enter into this Agreement.
- 3.5 Each of the attorneys of Firm who provide Services to Plan Members ("Attorney") are properly licensed and qualified to practice law in the jurisdiction(s) and practice area(s) in which such Attorney provides Services to Plan Members; Firm maintains an office for the full time practice of law within such jurisdictions; and no Attorney has been disbarred, suspended or publically reprimanded by any court or agency or competent jurisdiction within the past five (5) years.

- 3.6 Firm shall promptly notify LZ after gaining knowledge of any of the following with sufficient detail including, but not limited to, status and disposition:
- A) Resignation or termination of any attorney from Firm.
 - B) Any change in Firm resulting in its inability to provide Services under this Agreement.
 - C) Death or major disability of an Attorney.
 - D) Suit for malpractice brought by a client against Firm or any attorney of Firm to practice law in any jurisdiction
 - E) Notice of any action for disbarment, suspension or reprimand of Firm or any attorney of Firm.
 - F) Any public or private professional discipline imposed on Firm or attorney of Firm.

With regard to all of the events noted above which do not result in any discipline of any kind, Firm shall notify LZ of the disposition.

- 3.7 If Firm receives any notice or inquiry from any court, governmental body, ethics committee or similar organization regarding LZ or this Agreement, Firm shall to notify LZ immediately and prior to making any substantive response to such notice or inquiry.
- 3.8 Firm maintains adequate insurance for malpractice, general liability, errors and omissions, in an amount no less than that required by applicable law or regulation, and not less than an amount that is customary given the nature of the legal services performed by Firm. At minimum, Firm shall continuously secure and maintain, at its sole cost and expense, a valid current professional errors and omissions policy of insurance with coverage limits which in no event shall be less than \$500,000.00 per claim and \$1,000,000.00 in the aggregate limit of liability from an insurance company licensed and authorized to provide professional errors and omissions insurance in the jurisdictions in which the Firm has office locations ("E & O Insurance"). As requested by LZ, Firm shall provide LZ with certificates of coverage for the current and subsequent policy year. Firm will provide immediate notice of any change, cancellation, suspension, termination or revision of the E&O Insurance. If any E&O Insurance is of the "claims made" type of coverage as opposed to "occurrence" coverage, then Firm shall not cancel or fail to renew such coverage without obtaining comparable replacement coverage for prior acts for those errors or omissions which may have occurred during the coverage period but which are discovered after the coverage period for the duration of Firm's participation in the Plan and three (3) years thereafter. The obligations of this Section 3.8 shall survive the term of this Agreement.

4. Indemnification

- 4.1 Firm shall indemnify, defend and hold harmless LZ and its parents, subsidiaries, affiliates and each of their officers, directors, employees and agents from any and all liabilities, claims, damages, actions, demands, counsel fees, court costs, and/or expenses of any kind whatsoever arising out of or relating to (a) Firm's representation of any of its clients (including, but not limited to, Plan Members) or any other Firm business, (b) any claim of legal or other malpractice, negligence or willful misconduct by Firm, (c) fee dispute between Firm and any of its clients (including, but not limited to, Plan Members), (d) compensation, tax, insurance or benefit matters for which Firm may be responsible with respect to its services and employees, (e) Firm's failure to comply with or fulfill its representations, warranties, covenants or obligations under this Agreement, and (f) acts or omissions of Firm, in each case, whether or not caused in part by the concurrent negligence of any description on the part of LZ. Termination of this Agreement shall not effect Firm's indemnification obligations under this section, which shall remain in full force and affect.
- 4.2 LZ shall indemnify, defend and hold harmless Firm and/or its partners and employees from any liabilities, demands, actions, damages, claims, counsel fees, court costs and expenses of any kind resulting from LZ's failure to comply with or fulfill its representations, warranties, covenants or obligations under this Agreement. Termination of this Agreement shall not effect LZ's indemnification obligations under this section, which shall remain in full force and affect.
- 4.3 The parties specifically agree and acknowledge that this Section 4 shall not affect or impair the responsibilities or obligations of Firm with respect to the provision of Firm's Services to Plan Members.

5. Term And Termination

- 5.1 The initial term of this Agreement shall be one year commencing on the date of the last signature of this Agreement and shall automatically renew and continue for successive one year periods; provided that,

either party may terminate this Agreement for any reason at anytime by giving to the other ninety (90) days prior written notice thereof by certified mail.

- 5.2 Either party may terminate this Agreement for Cause at anytime upon thirty (30) days prior written notice by certified mail. "Cause" includes but is not limited to misconduct, misfeasance, malfeasance, neglect of professional duties or breach of a term on this Agreement. "Cause" will specifically include the disbarment, suspension, discipline or reprimand by any court, bar association or agency of competent jurisdiction of Firm or any attorney of Firm. Termination notice by certified mail shall be deemed as received two (2) business days after the date of mailing of said notice.
- 5.3 This Agreement may be terminated immediately by LZ if Firm ceases or substantially reduces operations, becomes insolvent, calls a meeting of creditors, makes any general assignment for the benefit of creditors, files a petition for bankruptcy or is the subject of such a petition filed by creditors, whether for reorganization or other preceding under the bankruptcy code, or upon the appointment of the receiver or trustee of Firm's assets. Firm must notify LZ within twenty four (24) hours of the occurrence of any such event.
- 5.4 In the event that LZ delivers a revised Exhibit A to Firm, Firm may terminate this Agreement by providing written notice of such termination to LZ at least seventy-five (75) days prior to the effective date of such revised Exhibit A.
- 5.5 In the event of a termination of this Agreement, the Firm shall (unless notified by LZ otherwise in its sole discretion):
- A. Continue to render Services to any Plan Member with respect to any matters pending at the time of termination.
 - B. Complete all the administrative obligations required under this Agreement.
 - C. Cooperate in the orderly transfer of information, records, and clients to a successor Firm designated by Plan Member or LZ, as applicable.
- 5.6 As between LZ and Firm, all files relating to the rendering of Services to Plan members by Firm are the sole property of Firm and are subject to attorney – client privilege. In the event of the termination of this Agreement, Firm shall have the right to retain said files unless a Plan Member requests his/her file be transmitted elsewhere. In that event, Firm shall deliver such Plan Members file to either the Plan Member or the party designated by the Plan Member. Firm shall be entitled to photocopy for his own records all or such parts of such files as he desires to the extent that such photocopying and retention is permitted by law, ethical standards applicable to Firm, the practice of law in that state and the agreement between Firm and such Plan Member.

6. Confidentiality and Non Competition

- 6.1 From time to time, Firm will receive or be exposed to non-public, confidential or proprietary information of LZ including, but not limited to, business practices, business plans, processes, procedures, marketing strategies, sales activities, marketing methods, names, account numbers, addresses, and other data and information related to Plan Members. Firm shall not disclose and shall keep such information confidential. Firm shall not make copies nor disclose any such information to anyone else unless required to do so by law. Such information is to be used only for the purpose of allowing Firm to perform its obligations under this Agreement.
- 6.2 Firm agrees not to alter, copy, misappropriate, misuse, transfer, sell deliver or divulge such confidential information under any circumstances to anyone other than Firm's employees or agents whose duties require access to such information and then only for the purpose of providing Services under this Agreement.
- 6.3 Following termination of this Agreement for any reason by any party, Firm shall not directly or indirectly contact any Plan Member unless such contact is initiated by the Plan Member or such contact is necessary in the connection with an ongoing legal matter commenced prior to such termination.
- 6.4 The parties agree that it is difficult to anticipate the damages which may result to LZ for a breach of this Section 6 by Firm or any of Firm's employees or agents. Therefore, in the event of a breach by Firm or any of Firm's employees or agents of any for the provisions of this Section 6, Firm agrees to pay liquidated damages to LZ in the amount of one thousand (\$1,000.00) dollars for each time any item of information of such confidential information is altered, copied, misappropriated, misused, transferred, sold, delivered or divulged contrary to or in violation of this Agreement. The parties further understand

and agree that this provision with respect to liquidated damages shall not prevent LZ from also seeking injunctive relief, punitive damages or other relief as allowed by law or equity.

6.5 The obligations of this Section 6 shall expressly survive any termination of this Agreement.

7. Quality Control

7.1 Firm shall promptly answer all inquiries from LZ regarding the status of Plan Member legal matters and on other matters that may be helpful to LZ in its administration of the Plan; provided that, such response will not violate attorney – client privilege and will be consistent with Firm’s ethical and professional obligations. Such inquiries may be answered orally or in writing as requested by LZ within three (3) business days of such request.

7.2 Firm agrees that LZ may appoint an attorney or agent as a Plan Services Representative (“PSR”) to review services provided to Plan Members to ensure satisfactory quality. Firm will fully cooperate with LZ and PSR in resolving each complaint of a Plan Member involving Firm or Firm’s staff. In all cases, Firm agrees to abide by PSR’s decision to the extent that it does not violate attorney – client privilege nor is inconsistent with Firm’s ethical and professional obligations to the Plan Member.

8. Arbitration

8.1 This Agreement is deemed to be made under and is to be construed according to the laws of the State of California. Both parties shall seek to resolve any dispute arising out of this Agreement through good faith mediation in Los Angeles, California. Each party shall be responsible for its own costs and expenses related to any such mediation. Mediation fees shall be equally shared by the parties. If no agreement can be reached regarding a dispute through mediation within thirty (30) days after notification in writing by either Party to the other concerning such dispute, either party may demand that the dispute shall be settled by arbitration to be conducted in Los Angeles County, California before an arbitrator to be mutually agreed upon. If the parties cannot agree upon an arbitrator each party shall select its own arbitrator and these two arbitrators shall select a third arbitrator. The parties agree to settle any disputes between the parties by arbitration in accordance with the rules then in effect by the American Arbitration Association. The results of an arbitration conducted pursuant to this section shall be binding on both parties, and judgment upon the award given by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party shall also recover all expenses and fees of the arbitration including reasonable attorney fees and the expenses of the arbitration. Notwithstanding the above, in addition to any other rights to which it may be entitled, either Party may seek preliminary or final injunctive or equitable relief from any court having jurisdiction in the event: (a) of a breach of Section 6 or (b) where the non-breaching party would suffer irreparable harm by the continued breach of the breaching party, in each case, without the necessity of proof of actual damages.

9. Compliance with Ethical Rules

9.1 This Agreement has been drafted to comply with ethical and disciplinary rules governing the operation of a group legal service plan of applicable state bar associations. In the event applicable ethical and disciplinary rules are amended or a duly constituted state authority mandates a change in this Agreement, the parties shall negotiate in good faith to modify this Agreement so that it is in compliance with the appropriate applicable rules.

10. Records/Reports/Visitation

10.1 In order to support the proper administration and development of the Plan, at LZ’s request, Firm shall at provide LZ with reports and statistics related to Firm’s Services to Plan Members. These records and reports shall include, but not be limited to: the number of Plan Members seeking Services, the respective calendar dates on which Services are provided, general categories and functional descriptions of Services provided, and any other such information as may be appropriate. These records and reports will be provided by Firm at the request of LZ for statistical purposes only and shall contain only generalized aggregate data, and shall not include individually identifiable data or information protected by the attorney – client privilege.

10.2 LZ shall have the right to visit Firm’s offices during regular business hours and observe the provision of non confidential services and procedures pursuant to this Agreement. LZ shall provide Firm fifteen (15) days prior notice of such visitation and Firm agrees to cooperate in making office staff and employees available to LZ’s representative.

11. Miscellaneous

- 11.1 **Notices** . All notices, demands and other communications made hereunder shall be in writing and may either be hand delivered, sent by overnight, courier with receipted service or mailed by certified mail return receipt requested and sent as follows:

To: LegalZoom.com, Inc.
LEGALZOOM.COM, INC.
7083 Hollywood Blvd, Suite 180
Los Angeles, CA 90028
Attention: Edward Hartman

To: Firm

Or to such other addresses as either party may designate by appropriate notice.

- 11.2 **Waiver**. No waiver by LZ of any breach or non compliance by Firm hereunder shall be construed as a waiver of any future breach.
- 11.3 **Entire Agreement**. This Agreement contains all of the covenants and agreements between the parties. Each party hereto acknowledges that no representations, inducements or agreements, oral or otherwise have been made by any party or anyone action on behalf of any party, which are not embodied herein, and no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing duly executed by all parties to this Agreement.
- 11.4 **Severability**. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or any other jurisdiction and the parties shall reform that provision to the extent necessary to enforce it and preserve the parties' original intent, failing which, it shall be severed from the Agreement with the balance of the Agreement continuing in full force and effect.
- 11.5 **Jurisdiction and Venue**. In the event of any dispute between Firm and LZ, each hereby consents to the jurisdiction of any state or federal court located within Los Angeles County, State of California. Firm expressly submits and consents to the jurisdiction of the aforesaid courts and waives any defense to that jurisdiction or venue.
- 11.6 **Waiver of Jury Trial**. Firm and LZ hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. Firm and LZ acknowledge that this waiver is a material inducement to enter into the business relationship, which each has relied on the waiver in entering into this Agreement and that each will continue to rely on the waiver in their related future dealings. Firm and LZ warrant and represent that each has had the opportunity of reviewing this jury waiver and freely enters into it after said review.
- 11.7 **Headings/Gender**. The headings of this Agreement are inserted for convenience of reference only and shall not affect the meanings or interpretation of this Agreement. Wherever there is a reference to singular and said reference shall include the plural; and vice versa. Where a male reference is included it shall include a female reference; and vice versa.
- 11.8 **Drafting errors**. The parties agree and waive any claim or defense based upon an error in drafting of this Agreement and agrees that such an error will not be construed to the detriment of the drafting party.

[Remainder Left Blank.]

IN WITNESS WHEREOF: Firm and LZ have executed this Agreement as of the dates set forth below.

[FIRM] Rozman Legal Group PC
By: Alex Rozman
Print Name: Alex Rozman
Title: President & CEO
Bar No. 4359535

LEGALZOOM.COM, INC.

By: _____
Print Name: _____
Title: _____
Date: _____

Witness: Brian Cuffman
Date: 8/7/10

Exhibit A

- I. **Administration Fee.** The Firm shall receive \$3.00 as an administration fee for each Plan Group that is assigned to the Firm for one (1) full calendar month. The "Plan Group" shall mean the Primary Member, his or her spouse or registered domestic partner, and other qualified dependents. The "Primary Member" shall mean the primary enrollee of a Plan.

- II. **Plan Benefits.** Each Plan Group shall be entitled to receive, and each Firm shall be required to provide, the following benefits under the Plan (collectively, the "Plan Benefits"):
 - A. **No Fee Services.** The following Plan Benefits shall be made available to each Plan Group or Plan Member, as applicable, at no additional charge:
 1. Telephone consultations with the Firm, during normal business hours, of up to one half (1/2) hour each, limited to one consultation per Plan Group for each new legal matter. Under a Family Plan, the Plan Group may not consult about matters related to its or any Plan Member's business. Under a Business Plan, the Primary Member may consult about either personal or business matters, and the other Plan Members of his or her Plan Group may consult only about personal matters. If the Firm determines after the initial consultation that a telephone call or a letter would be of further assistance to a Plan Member, such Firm, in its sole discretion, may provide, at no additional charge, either: (a) one (1) letter of up to two (2) pages; or (b) one (1) telephone call during normal business hours on the Plan Member's behalf. Telephone consultations may not include discussion of any of the following:
 - a. Tax-related matters;
 - b. Patent-related matters;
 - c. Violent felonies; or
 - d. Legal issues arising from actions or occurrences in which the Plan Member was impaired by drugs or alcohol.
 2. Review by the Firm of legal documents of up to ten (10) pages, limited to review of one (1) document per Plan Group for each new legal matter. The Firm shall provide one (1) telephone consultation, during normal business hours, about the reviewed document and a written summary of such consultation.
 3. Once during each membership year, the Primary Member shall be entitled to a legal check-up (the "Legal Check-Up). The Legal Check-Up is intended to provide the Primary Member with an (a) assessment of his or her legal profile and recommendations based on significant issues or gaps or (b) update of a previous Legal Check-Up considering changes in life, circumstances, legal profile, and applicable law. The Legal Check-Up shall include a telephone consultation, during normal business hours, of up to one (1) hour to discuss the Primary Member's legal portfolio, potential updates over the

previous year, and recommendations. The Firm shall provide a written summary of the consultation and any recommendations to the Primary Member's legal documents or strategies. The Legal Check-Up shall become available to a Primary Member only after six (6) months of membership in the Plan.

- B. Discounts on Additional Services. If a Plan Member engages the Firm for services that are not included in the Plan Benefits described in Section II(A) above, the Firm shall provide such legal services at a twenty-five (25%) discount from such Firm's standard rates for representation, as such rates are reported to LZ pursuant to the Agreement.

III. Conflicts. If the interests of the Primary Member of a Plan Group are adverse to those of another Plan Member in that Plan Group, only the Primary Member shall be entitled to receive the applicable Plan Benefits.

IV. Exclusions. The following items and matters are specifically excluded from the Plan, and shall not be considered or treated as Plan Benefits:

- A. Any action that directly or indirectly involves LZ or its parent company, or any of their subsidiaries, affiliates, directors, agents, or employees;
- B. Any action that directly or indirectly involves any firm (including the Firm) providing legal services under the Plan; *provided, however,* that the Firm may, at its sole discretion and risk, represent a Plan Member in a matter in which another firm under the Plan is representing another party as legal counsel;
- C. For employer-sponsored Business Plans, any action by a Plan Member of such Plan that directly or indirectly involves his or her employee sponsor;
- D. Any adversarial action by a Plan Member that directly or indirectly involves any other Plan Member in any Plan Group;
- E. Any action based on acts or occurrences that are alleged to have occurred or conditions that were reasonably anticipated or foreseeable before the Plan Member's enrollment that did or may give rise to a lawsuit by or against such Plan Member; *provided, however,* that the Firm may, in its sole discretion and at its own risk, disregard this exclusion;
- F. Any action that resulted in the prior recruitment or retention by the Plan Member of another attorney; *provided, however,* that the Firm may, in its sole discretion and at its own risk, disregard this exclusion;
- G. Any appeal to an appellate court (i.e., not a trial court); *provided, however,* that the Firm may, in its sole discretion and at its sole risk, disregard this exclusion;

- H. Any matter that, in the opinion of the Firm, is frivolous in nature or objective; and
- I. Any case matter or requested service that is determined by the Firm to lack sufficient merit to warrant pursuit, or that the Firm determines has been raised an inordinate or unreasonable amount of times without a change of circumstances.

[Remainder Intentionally Left Blank]

FIRST AMENDMENT TO FIRM PANEL AGREEMENT

This First Amendment (this "Amendment") to that certain Firm Panel Agreement dated on or about August 17, 2010 by and between LegalZoom.com, Inc., a Delaware corporation with a principle place of business currently located at 7083 Hollywood Blvd. Suite 108, Los Angeles, California 90028 and ROZMAN LEGAL GROUP P.C. with a principle place of business located at 2615 North Sheffield Avenue, Chicago, Illinois 60614 ("Original Agreement") is hereby made this 21st day of September 2010. Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Original Agreement.

RECITALS

WHEREAS, LZ and Firm are each a party to the Original Agreement; and

WHEREAS, the Parties agree that it is mutually beneficial to amend the Original Agreement; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AMENDMENT

1. The first sentence of Section I of Exhibit A shall be deleted in its entirety and replaced with the following:

~~The Firm shall receive \$4.50 as an administration fee for each Plan Group that is assigned to the Firm for one (1) full calendar month.~~

2. Section II(A)(2) of Exhibit A shall be deleted in its entirety and replaced with the following:

~~Review by the Firm of legal documents of up to ten (10) pages, limited to review of one (1) document per Plan Group for each new legal matter. In addition, review by the Firm of a last will completed solely by using document preparation software on Legalzoom.com of up to twenty (20) pages, limited to review of one (1) document per Plan Group for each new legal matter. The Firm shall provide one (1) telephone consultation, during normal business hours, about the reviewed document and a written summary of such consultation.~~

3. This Amendment shall be effective commencing on October 1, 2010.

4. Except as specifically amended above, the Original Agreement shall remain in full force and effect in the original form agreed by the parties, and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

ROZMAN LEGAL GROUP P.C.

LEGALZOOM.COM, INC.

By: Alex Rozman

By: _____

Name: Alex Rozman

Name: _____

Title: Owner / president

Title: _____

SECOND AMENDMENT TO FIRM PANEL AGREEMENT

This Second Amendment (this "Amendment") to that certain Firm Panel Agreement dated on or about August 17, 2010 and amended on or about September 20, 2010 by and between LegalZoom.com, Inc., a Delaware corporation with a principle place of business currently located at 101 N. Brand Blvd. 11th Floor, Glendale, CA 91203 and ROZMAN LEGAL GROUP P.C. with a principle place of business located at 2615 North Sheffield Avenue, Chicago, Illinois 60614 ("Original Agreement") is hereby made this 27th day of April 2011. Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Original Agreement.

RECITALS

WHEREAS, LZ and Firm are each a party to the Original Agreement; and

WHEREAS, the Parties agree that it is mutually beneficial to amend the Original Agreement; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

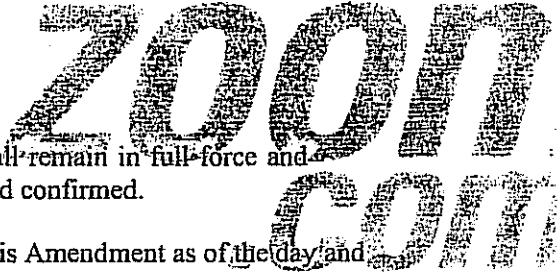
AMENDMENT

1. The first sentence of Section I of Exhibit A shall be deleted in its entirety and replaced with the following:

~~"The Firm shall receive \$1.25 as an administration fee for each Plan Group that is assigned to the Firm for one (1) full calendar month."~~

~~2. This Amendment shall be effective commencing on May 1, 2011.~~

~~3. Except as specifically amended above, the Original Agreement shall remain in full force and effect in the original form agreed by the parties, and is hereby ratified and confirmed.~~



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

ROZMAN LEGAL GROUP P.C.

LEGALZOOM.COM, INC.

By: Alex Rozman

By: _____

Name: Alex Rozman

Name: _____

Title: President/CEO

Title: _____

EXHIBIT C

Firm Panel Agreement

This Agreement is made between LEGALZOOM.COM, INC., a Delaware corporation with a principle place of business currently located at 7083 Hollywood Blvd. Suite 108, Los Angeles, California 90028 ("LZ") and ROZMAN LEGAL GROUP P.C. with a principle place of business located at 2615 North Sheffield Avenue, Chicago, Illinois 60614("Firm").

WHEREAS, LZ desires to establish and operate a legal service plan available to the general public ("Plan"); and

WHEREAS, Firm is an entity that is properly licensed and qualified to practice law in the state(s) of Illinois and desires to provide legal services to the public; and

WHEREAS, the parties desire the Firm to join the Plan as a provider of legal and other related services and make Firm's services available to members of the Plan at a reasonable cost, subject to the terms and conditions herein; and

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties and conditions herein, the parties agree as follows:

DEFINITIONS

"Plan Member"

means any of the following: (a) the enrolled Primary Member of the Plan who is in good standing, (b) such Primary Member's spouse or registered domestic partner, and (c) such Primary Member's immediate children under the age of [26], provided that such child is listed as a dependent on the Primary Member's most recent federal tax return ("Qualified Dependent").

"Plan Group"

means the Primary Member, his or her spouse or registered domestic partner, and other Qualified Dependents.

"Primary Member"

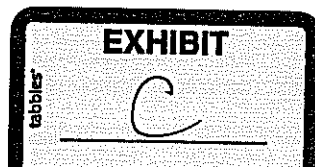
means the enrolled primary member of the Plan who is in good standing under the Plan.

"Services"

means the legal services and activities carried on by Firm for a Plan Member which shall include, without limitation, the plan benefits set forth in Exhibit A under "Plan Benefits."

1. Provision of Legal Services

- 1.1 The Firm desires and offers to join the Plan as a provider of Services directly to Plan Members as set forth in Exhibit A (attached hereto and made part hereof) at the rates specified therein. LZ accepts Firm's participation in the Plan as a provider of Services directly to Plan Members as set forth in Exhibit A subject to the terms and conditions herein. Firm shall provide Services by using attorneys and other staff who are properly licensed and qualified to provide such Services directly to Plan Members through the Plan according to the terms herein.
- 1.2 Firm acknowledges and agrees that LZ may amend Exhibit A from time to time by providing Firm with a revised Exhibit A with at least sixty (60) days prior notice to its effective date.
- 1.3 Prior to rendering any Services to a Plan Member, Firm shall first verify, in accordance with LZ procedures, that the person seeking the Services is (a) a Plan Member in good standing and (b) in fact, has been assigned to Firm through the Plan. Notwithstanding the forgoing, if Firm is initially unable to confirm the required membership standing, Firm shall only provide telephone consultation services until Firm is able to make the appropriate membership determinations.
- 1.4 On a monthly basis, LZ will provide Firm with a list of Plan Members in good standing in order to assist Firm confirm a person's eligibility for service under the Plan. Firm shall not disclose or use the list for any other purpose.
- 1.5 On or before January 1st of each year, Firm shall provide LZ with its hourly rate subject to the Plan discount and shall provide LZ with fifteen (15) days prior written notice of any change in such hourly rate.



- 1.6 All fees, costs and other expenses shall be billed directly to Plan Member in accordance with Firm's arrangement with such Plan Member. LZ is not responsible for any fines, filing fees, reimbursements, and any other costs and expenses incurred by Firm in any matter.
- 1.7 Pursuant to the terms of this Agreement and Firm's professional and ethical obligations, Firm shall complete its work and representation of a Plan Member on any specific legal matter that commences under the Plan, even if (a) the Firm or Plan Member ceases to be a member of the Plan before such completion or (b) this Agreement terminates.
- 1.8 Firm shall respond to all requests for telephone consultation within twenty four (24) hours of the time when the request was submitted excluding weekends or nationally recognized holidays when the Firm's office is closed.
- 1.9 In order to allow or assist LZ to operate the Plan successfully, Firm agrees and shall comply with the terms of this agreement.

2. Relationship of the Parties

- 2.1 LZ and Firm agree that in performing its responsibilities pursuant to this Agreement, Firm is acting as an independent contractor. Nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between LZ on the one hand and Firm, its partners, members, associates, employees, subcontractors or affiliates on the other. Nothing contained herein is intended or shall be construed to create any relationship other than as set forth in this section.
- 2.2 Neither party to this Agreement shall have the right to bind or obligate the other in any manner without the prior written consent of that party or as specifically set forth herein; neither party will represent the contrary to any other party.
- 2.3 LZ and Firm acknowledge and agree that LZ is not an entity authorized to practice law. Nothing contained in this Agreement is intended or shall be construed to imply or state otherwise.
- 2.4 An attorney – client relationship exists exclusively between Firm and Plan Members. LZ will not interfere in any manner whatsoever with that relationship, nor shall it participate in or interfere with the exercise of Firm's independent professional legal judgment in providing Services to Plan Members.
- 2.5 Firm shall not refuse to provide Services to any Plan Member except as is required pursuant (a) to the professional ethical laws, rules or regulations applicable to Firm or (b) as specifically permitted herein including, but not limited to, Exhibit A.
- 2.6 Upon written request of the Firm and subject to Firm's professional ethical responsibilities, LZ may terminate or reassign a Plan Group who Firm demonstrates, to the reasonable satisfaction of LZ, is incompatible with Firm and/or does not follow appropriate Plan procedures. Upon written request of the Plan Group, LZ may terminate this Agreement or reassign such Plan Group to another attorney if such Plan Group demonstrates, to the reasonable satisfaction of LZ, that Firm is not compatible with Plan Group or does not follow appropriate Plan procedures.

3. Firm Representations, Warranties and Covenants

Firm hereby represents, warrants, and covenants each of the following as of the execution date and throughout the term of this Agreement:

- 3.1 Firm has duly authorized the execution and delivery of this Agreement.
- 3.2 The execution and delivery of this Agreement will not violate any applicable rules, regulations, laws, order of any court, administrative agency or other governmental body to which Firm is subject and no consent, approval, authorization or other order is required for Firm to enter into this Agreement or perform its obligations hereunder.
- 3.3 All Services provided pursuant to this Agreement shall be performed in strict accordance with all professional and ethical obligations and standards applicable to Firm and Firm's Services to Plan Members shall be equal or greater in quality and manner than those provided to Firm's clients who are not Plan Members.
- 3.4 All statements and information contained in the "Firm Registration Questionnaire" that Firm has submitted or will submit to LZ shall be true and correct to the best of the Firm's knowledge and belief; Firm acknowledges that LZ is relying upon the accuracy and completeness of the Firm Registration Questionnaire in its decision to enter into this Agreement.
- 3.5 Each of the attorneys of Firm who provide Services to Plan Members ("Attorney") are properly licensed and qualified to practice law in the jurisdiction(s) and practice area(s) in which such Attorney provides

Services to Plan Members; Firm maintains an office for the full time practice of law within such jurisdictions; and no Attorney has been disbarred, suspended or publically reprimanded by any court or agency or competent jurisdiction within the past five (5) years.

- 3.6 Firm shall promptly notify LZ after gaining knowledge of any of the following with sufficient detail including, but not limited to, status and disposition:
- A) Resignation or termination of any attorney (including, without limitation, Attorneys) from Firm.
 - B) Any change in Firm resulting in its inability to provide Services under this Agreement.
 - C) Death or major disability of an Attorney.
 - D) Suit for malpractice brought by a client against Firm or any attorney of Firm to practice law in any jurisdiction
 - E) Notice of any action for disbarment, suspension or reprimand of Firm or any attorney of Firm.
 - F) Any public or private professional discipline imposed on Firm or attorney of Firm.

With regard to all of the events noted above which do not result in any discipline of any kind, Firm shall notify LZ of the disposition.

- 3.7 If Firm receives any notice or inquiry from any court, governmental body, ethics committee or similar organization regarding LZ or this Agreement, Firm shall notify LZ immediately and prior to making any substantive response to such notice or inquiry.
- 3.8 Firm maintains adequate insurance for malpractice, general liability, errors and omissions, in an amount no less than that required by applicable law or regulation, and not less than an amount that is customary given the nature of the legal services performed by Firm. At minimum, Firm shall continuously secure and maintain, at its sole cost and expense, a valid current professional errors and omissions policy of insurance with coverage limits which in no event shall be less than \$500,000.00 per claim and \$1,000,000.00 in the aggregate limit of liability from an insurance company licensed and authorized to provide professional errors and omissions insurance in the jurisdictions in which the Firm has office locations ("E & O Insurance"). As requested by LZ, Firm shall provide LZ with certificates of coverage for the current and subsequent policy year. Firm will provide immediate notice of any change, cancellation, suspension, termination or revision of the E&O Insurance. If any E&O Insurance is of the "claims made" type of coverage as opposed to "occurrence" coverage, then Firm shall not cancel or fail to renew such coverage without obtaining comparable replacement coverage for prior acts for those errors or omissions which may have occurred during the coverage period but which are discovered after the coverage period for the duration of Firm's participation in the Plan and three (3) years thereafter. The obligations of this Section 3.8 shall survive the term of this Agreement.

4. Indemnification

- 4.1 Firm shall indemnify, defend and hold harmless LZ and its subsidiaries and affiliates and each of their officers, directors, employees and agents from any and all liabilities, claims, damages, actions, demands, counsel fees, court costs, and/or expenses of any kind whatsoever arising out of or relating to (a) Firm's representation of any of its clients (including, but not limited to, Plan Members) or any other Firm business, (b) fee disputes between Firm and any of its clients (including, but not limited to, Plan Members), (c) any claim of legal or other malpractice, negligence or willful misconduct by Firm, (d) compensation, tax, insurance or benefit matters for which Firm may be responsible with respect to its services and employees, (e) Firm's failure to comply with or fulfill its representations, warranties, covenants or obligations under this Agreement, and (f) acts or omissions by Firm, in each case, whether or not caused in part by the concurrent negligence of LZ. Termination of this Agreement shall not effect Firm's indemnification obligations under this section, which shall remain in full force and affect.
- 4.2 LZ shall indemnify, defend and hold harmless Firm and/or its partners and employees from any liabilities, demands, actions, damages, claims, counsel fees, court costs and expenses of any kind resulting from LZ's failure to comply with or fulfill its representations, warranties, covenants or obligations under this Agreement. Termination of this Agreement shall not effect LZ's indemnification obligations under this section, which shall remain in full force and affect.
- 4.3 The parties specifically agree and acknowledge that this Section 4 shall not affect or impair the responsibilities or obligations of Firm with respect to the provision of Firm's Services to Plan Members.

5. Term And Termination

- 5.1 The initial term of this Agreement shall be one year commencing on the date of the last signature of this Agreement and shall automatically renew and continue for successive one year periods; provided that, either party may terminate this Agreement for any reason at anytime by giving to the other ninety (90) days prior written notice thereof by certified mail.
- 5.2 Either party may terminate this Agreement for Cause at anytime upon thirty (30) days prior written notice by certified mail. "Cause" includes but is not limited to misconduct, misfeasance, malfeasance, neglect of professional duties or breach of a term on this Agreement. "Cause" will specifically include the disbarment, suspension, discipline or reprimand by any court, bar association or agency of competent jurisdiction of Firm or any attorney of Firm. Termination notice by certified mail shall be deemed as received two (2) business days after the date of mailing of said notice.
- 5.3 This Agreement may be terminated immediately by LZ if Firm ceases or substantially reduces operations, becomes insolvent, calls a meeting of creditors, makes any general assignment for the benefit of creditors, files a petition for bankruptcy or is the subject of such a petition filed by creditors, whether for reorganization or other proceeding under the bankruptcy code, or upon the appointment of the receiver or trustee of Firm's assets. Firm must notify LZ within twenty-four (24) hours of the occurrence of any such event.
- 5.4 In the event that LZ delivers a revised Exhibit A to Firm, Firm may terminate this Agreement by providing written notice of such termination to LZ at least forty-five (45) days prior to the effective date of such revised Exhibit A.
- 5.5 In the event of a termination of this Agreement, the Firm shall (unless notified by LZ otherwise in its sole discretion):
- A. Continue to render Services to any Plan Member with respect to any matters pending at the time of termination.
 - B. Complete all the administrative obligations required under this Agreement.
 - C. Cooperate in the orderly transfer of information, records, and clients to a successor Firm designated by Plan Member or LZ, as applicable.
- 5.6 As between LZ and Firm, all files relating to the rendering of Services to Plan Members by Firm are the sole property of Firm and are subject to attorney – client privilege. In the event of the termination of this Agreement, Firm shall have the right to retain said files unless a Plan Member requests his/her file be transmitted elsewhere. In that event, Firm shall deliver such Plan Member's file to either the Plan Member or the party designated by the Plan Member. Firm shall be entitled to photocopy for its own records all or such parts of such files as it desires to the extent that such photocopying and retention is required or permitted by law, ethical standards applicable to Firm, the practice of law in that state and the agreement between Firm and such Plan Member.

6. Confidentiality and Non Competition

- 6.1 From time to time, Firm will receive or be exposed to non-public, confidential or proprietary information of LZ including, but not limited to, business practices, business plans, processes, procedures, marketing strategies, sales activities, marketing methods, names, account numbers, addresses, and other data and information related to Plan Members. Firm shall not disclose and shall keep such information confidential. Firm shall not make copies nor disclose any such information to anyone else unless required to do so by law. Such information is to be used only for the purpose of allowing Firm to perform its obligations under this Agreement.
- 6.2 Firm agrees not to alter, copy, misappropriate, misuse, transfer, sell, deliver or divulge such confidential information under any circumstances to anyone other than Firm's employees or agents whose duties require access to such information and then only for the purpose of fulfilling its obligations pursuant to this Agreement.
- 6.3 Following termination of this Agreement for any reason by any party, Firm shall not directly or indirectly contact any Plan Member unless such contact is initiated by the Plan Member or such contact is necessary in the connection with an ongoing legal matter commenced prior to such termination.
- 6.4 The parties agree that it is difficult to anticipate the damages which may result to LZ for a breach of this Section 6 by Firm or any of Firm's employees or agents. Therefore, in the event of a breach by Firm or any of Firm's employees or agents of any of the provisions of this Section 6, Firm agrees to pay

liquidated damages to LZ in the amount of one thousand (\$1,000.00) dollars for each time any item of such confidential information is altered, copied, misappropriated, misused, transferred, sold, delivered or divulged contrary to or in violation of this Agreement. The parties further understand and agree that this provision with respect to liquidated damages shall not prevent LZ from also seeking injunctive relief, punitive damages or other relief as allowed by law or equity.

6.5 The obligations of this Section 6 shall expressly survive any termination of this Agreement.

7. Quality Control

7.1 Firm shall promptly answer all inquiries from LZ regarding the status of Plan Member legal matters and on other matters that may be helpful to LZ in its administration of the Plan; provided that, such response will not violate attorney – client privilege and is consistent with Firm’s ethical and professional obligations. Such inquiries may be answered orally or in writing as requested by LZ within three (3) business days of such request.

7.2 Firm agrees that LZ may appoint an attorney or agent as a Plan Services Representative (“PSR”) to review services provided to Plan Members to ensure satisfactory quality. Firm will fully cooperate with LZ and PSR in resolving each complaint of a Plan Member involving Firm or Firm’s staff. In all cases, Firm agrees to abide by PSR’s decision to the extent that it does not violate attorney – client privilege nor is inconsistent with Firm’s ethical and professional obligations to the Plan Member.

8. Arbitration

8.1 This Agreement is deemed to be made under and is to be construed according to the laws of the State of California. Both parties shall seek to resolve any dispute arising out of this Agreement through good faith mediation in Los Angeles, California. Each party shall be responsible for its own costs and expenses related to any such mediation. Mediation fees shall be equally shared by the parties. If no agreement can be reached regarding a dispute through mediation, within thirty (30) days after notification in writing by either party to the other concerning such dispute, either party may demand that the dispute be settled by arbitration to be conducted in Los Angeles County, California before an arbitrator to be mutually agreed upon. If the parties cannot agree upon an arbitrator each party shall select its own arbitrator and these two arbitrators shall select a third arbitrator. The parties agree to settle any disputes between the parties by arbitration in accordance with the rules then in effect by the American Arbitration Association. The results of an arbitration conducted pursuant to this section shall be binding on both parties, and judgment upon the award given by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party shall also recover all expenses and fees of the arbitration including reasonable attorney fees and the expenses of the arbitration. Notwithstanding the above, in addition to any other rights to which it may be entitled, either party may seek preliminary or final injunctive or equitable relief from any court having jurisdiction in the event: (a) of a breach of Section 6 or (b) where the non-breaching party would suffer irreparable harm by the continued breach of the breaching party, in each case, without the necessity of proof of actual damages.

9. Compliance with Ethical Rules

9.1 This Agreement has been drafted to comply with ethical and disciplinary rules governing the operation of a group legal service plan of applicable state bar associations. In the event applicable ethical and disciplinary rules are amended or a duly constituted state authority mandates a change in this Agreement, the parties shall negotiate in good faith to modify this Agreement so that it is in compliance with the appropriate applicable rules.

10. Records/Reports/Visitation

10.1 In order to support the proper administration and development of the Plan, at LZ’s request, Firm shall provide LZ with reports and statistics related to Firm’s Services to Plan Members. These records and reports shall include, but not be limited to: the number of Plan Members seeking Services, the respective calendar dates on which Services were provided, general categories and functional descriptions of Services provided, and any other such information as may be appropriate. These records and reports will be provided by Firm at the request of LZ for statistical purposes only and shall contain only generalized aggregate data, and shall not include individually identifiable data or information protected by the attorney – client privilege.

10.2 LZ shall have the right to visit Firm’s offices during regular business hours and observe the provision of non confidential Services and procedures pursuant to this Agreement. LZ shall provide Firm fifteen (15)

days prior notice of such visitation and Firm agrees to cooperate in making office staff and employees available to LZ's representative.

11. Miscellaneous

- 11.1 Notices . All notices, demands and other communications made hereunder shall be in writing and may either be hand delivered, sent by overnight, courier with receipted service or mailed by certified mail return receipt requested and sent as follows:

To: LegalZoom.com, Inc.

LEGALZOOM.COM, INC.

7083 Hollywood Blvd, Suite 180

Los Angeles, CA 90028

Attention: Edward Hartman, President ASD

To: Firm

ROZMAN LEGAL GROUP P.C.

2615 North Sheffield Avenue

Chicago, IL 60614

Attention: Alex Rozman

Or to such other addresses as either party may designate by appropriate notice:

- 11.2 Waiver. No waiver by LZ of any breach or non compliance by Firm hereunder shall be construed as a waiver of any future breach.
- 11.3 Entire Agreement. This Agreement contains all of the covenants and agreements between the parties. Each party hereto acknowledges that no representations, inducements or agreements, oral or otherwise have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing duly executed by all parties to this Agreement.
- 11.4 Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or any other jurisdiction and the parties shall reform that provision to the extent necessary to enforce it and preserve the parties' original intent, failing which, it shall be severed from the Agreement with the balance of the Agreement continuing in full force and effect.
- 11.5 Jurisdiction and Venue. In the event of any dispute between Firm and LZ, each hereby consents to the jurisdiction of any state or federal court located within Los Angeles County, California. Firm expressly submits and consents to the jurisdiction of the aforesaid courts and waives any defense to that jurisdiction or venue.
- 11.6 Waiver of Jury Trial. Firm and LZ hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. Firm and LZ acknowledge that this waiver is a material inducement to enter into the business relationship, which each has relied on the waiver in entering into this Agreement and that each will continue to rely on the waiver in their related future dealings. Firm and LZ warrant and represent that each has had the opportunity of reviewing this jury waiver and freely enters into it after said review.
- 11.7 Headings/Gender. The headings of this Agreement are inserted for convenience of reference only and shall not affect the meanings or interpretation of this Agreement. Wherever there is a reference to singular and said reference shall include the plural; and vice versa. Where a male reference is included it shall include a female reference; and vice versa.
- 11.8 Drafting errors. The parties agree and waive any claim or defense based upon an error in drafting of this Agreement and agrees that such an error will not be construed to the detriment of the drafting party.

[Remainder Left Blank.]

IN WITNESS WHEREOF: Firm and LZ have executed this Agreement as of the dates set forth below.

ROZMAN LEGAL GROUP P.C.

LEGALZOOM.COM, INC.

By: Alex Rozman

By: _____

Print Name: Alex Rozman

Print Name: Frank Monestere

Title: President/CEO

Title: President & COO

Bar No. 6270530

Date: _____

Witness: Ken Wong

Date: 7/10/10

ISBA Professional Liability Insurance
Policy Number: 114733-2

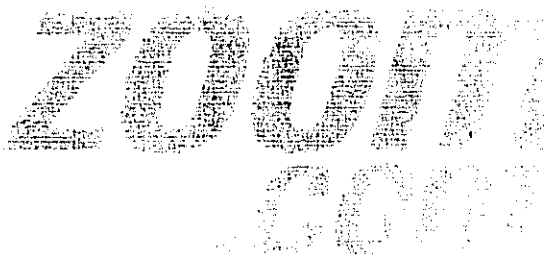
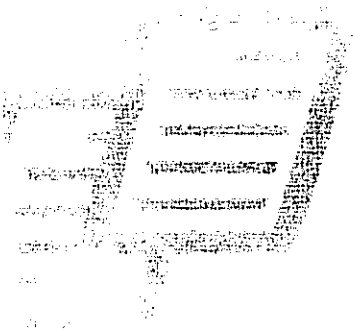


Exhibit A

I. **Plan Benefits.** Each Plan Group shall be entitled to receive, and each Firm shall be required to provide, the following benefits under the Plan (collectively, the "Plan Benefits"):

A. **No Fee Services.** The following Plan Benefits shall be made available to each Plan Group or Plan Member, as applicable, at no additional charge:

1. Telephone consultations with the Firm, during normal business hours, of up to one half (1/2) hour each, limited to one consultation per Plan Group for each new legal matter. Under a Family Plan, the Plan Group may not consult about matters related to its or any Plan Member's business. Under a Business Plan, the Primary Member may consult about either personal or business matters, and the other Plan Members of his or her Plan Group may consult only about personal matters. If the Firm determines after the initial consultation that a telephone call or a letter would be of further assistance to a Plan Member, such Firm, in its sole discretion, may provide, at no additional charge, either: (a) one (1) letter of up to two (2) pages; or (b) one (1) telephone call during normal business hours on the Plan Member's behalf. Telephone consultations may not include discussion of any of the following:

- a. Tax-related matters;
- b. Patent-related matters;
- c. Violent felonies; or
- d. Legal issues arising from actions or occurrences in which the Plan Member was impaired by drugs or alcohol.

2. Review by the Firm of legal documents of up to ten (10) pages, limited to review of one (1) document per Plan Group for each new legal matter. The Firm shall provide one (1) telephone consultation, during normal business hours, about the reviewed document and a written summary of such consultation.

3. Once during each membership year, the Primary Member shall be entitled to a legal check-up (the "Legal Check-Up). The Legal Check-Up is intended to provide the Primary Member with an (a) assessment of his or her legal profile and recommendations based on significant issues or gaps or (b) update of a previous Legal Check-Up considering changes in life, circumstances, legal profile, and applicable law. The Legal Check-Up shall include a telephone consultation, during normal business hours, of up to one (1) hour to discuss the Primary Member's legal portfolio, potential updates over the previous year, and recommendations. The Firm shall provide a written summary of the consultation and any recommendations to the Primary Member's legal documents or strategies. The Legal Check-Up shall become available to a Primary Member only after six (6) months of membership in the Plan.

B. **Rates for Additional Services.** If a Plan Member engages the Firm for services that are not included in the Plan Benefits described in Section II(A) above, the Firm shall provide such legal services at a twenty-five

(25%) discount from such Firm's standard rates for representation, as such rates are reported to LZ pursuant to the Agreement.

- II. **Conflicts.** If the interests of the Primary Member of a Plan Group are adverse to those of another Plan Member in that same Plan Group, only the Primary Member shall be entitled to receive the applicable Plan Benefits.
- III. **Exclusions.** The following items and matters are specifically excluded from the Plan, and shall not be considered or treated as Plan Benefits:
- A. Any action that directly or indirectly involves LZ or its parent company, or any of their subsidiaries, affiliates, directors, agents, or employees;
 - B. Any action that directly or indirectly involves any firm (including the Firm) providing legal services under the Plan; *provided, however*, that the Firm may, at its sole discretion and risk, represent a Plan Member in a matter in which another firm under the Plan is representing another party as legal counsel;
 - C. For employer-sponsored Business Plans, any action by a Plan Member of such Plan that directly or indirectly involves his or her employer sponsor;
 - D. Any adversarial action by a Plan Member that directly or indirectly involves any other Plan Member in any Plan Group;
 - E. Any action based on acts or occurrences that are alleged to have occurred or conditions that were reasonably anticipated or foreseeable prior to the Plan Member's enrollment that did or may give rise to a lawsuit by or against such Plan Member; *provided, however*, that the Firm may, in its sole discretion and at its own risk, disregard this exclusion;
 - F. Any action that resulted in the prior recruitment or retention by the Plan Member of another attorney; *provided, however*, that the Firm may, in its sole discretion and at its own risk, disregard this exclusion;
 - G. Any appeal to an appellate court (i.e., not a trial court); *provided, however*, that the Firm may, in its sole discretion and at its sole risk, disregard this exclusion;
 - H. Any matter that, in the opinion of the Firm, is frivolous in nature or objective; and
 - I. Any case matter or requested service that is determined by the Firm to lack sufficient merit to warrant pursuant, or that the Firm determines has been raised an inordinate or unreasonable amount of times without a change of circumstances.

[Remainder Intentionally Left Blank]

EXHIBIT D

Firm Panel Agreement

This Agreement is made between LEGALZOOM.COM, INC., a Delaware corporation with a principle place of business currently located at 7083 Hollywood Blvd. Suite 108, Los Angeles, California 90028 ("LZ") and ROZMAN LEGAL GROUP P.C. with a principle place of business located at 2615 North Sheffield Avenue, Chicago, Illinois 60614 ("Firm").

WHEREAS, LZ desires to establish and operate a legal service plan available to the general public ("Plan"); and

WHEREAS, Firm is an entity that is properly licensed and qualified to practice law in the state(s) of Indiana and desires to provide legal services to the public; and

WHEREAS, the parties desire the Firm to join the Plan as a provider of legal and other related services and make Firm's services available to members of the Plan at a reasonable cost, subject to the terms and conditions herein; and

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties and conditions herein, the parties agree as follows:

DEFINITIONS

"Plan Member" means any of the following: (a) the enrolled Primary Member of the Plan who is in good standing, (b) such Primary Member's spouse or registered domestic partner, and (c) such Primary Member's immediate children under the age of [26], provided that such child is listed as a dependent on the Primary Member's most recent federal tax return ("Qualified Dependent").

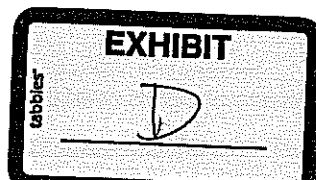
"Plan Group" means the Primary Member, his or her spouse or registered domestic partner, and other Qualified Dependents.

"Primary Member" means the enrolled primary member of the Plan who is in good standing under the Plan.

"Services" means the legal services and activities carried on by Firm for a Plan Member which shall include, without limitation, the plan benefits set forth in Exhibit A under "Plan Benefits."

1. Provision of Legal Services

- 1.1 The Firm desires and offers to join the Plan as a provider of Services directly to Plan Members as set forth in Exhibit A (attached hereto and made part hereof) at the rates specified therein. LZ accepts Firm's participation in the Plan as a provider of Services directly to Plan Members as set forth in Exhibit A subject to the terms and conditions herein. Firm shall provide Services by using attorneys and other staff who are properly licensed and qualified to provide such Services directly to Plan Members through the Plan according to the terms herein.
- 1.2 Firm acknowledges and agrees that LZ may amend Exhibit A from time to time by providing Firm with a revised Exhibit A with at least sixty (60) days prior notice to its effective date.
- 1.3 Prior to rendering any Services to a Plan Member, Firm shall first verify, in accordance with LZ procedures, that the person seeking the Services is (a) a Plan Member in good standing and (b) in fact, has been assigned to Firm through the Plan. Notwithstanding the forgoing, if Firm is initially unable to confirm the required membership standing, Firm shall only provide telephone consultation services until Firm is able to make the appropriate membership determinations.
- 1.4 On a monthly basis, LZ will provide Firm with a list of Plan Members in good standing in order to assist Firm confirm a person's eligibility for service under the Plan. Firm shall not disclose or use the list for any other purpose.
- 1.5 On or before January 1st of each year, Firm shall provide LZ with its hourly rate subject to the Plan discount and shall provide LZ with fifteen (15) days prior written notice of any change in such hourly rate.



- 1.6 All fees, costs and other expenses shall be billed directly to Plan Member in accordance with Firm's arrangement with such Plan Member. LZ is not responsible for any fines, filing fees, reimbursements, and any other costs and expenses incurred by Firm in any matter.
- 1.7 Pursuant to the terms of this Agreement and Firm's professional and ethical obligations, Firm shall complete its work and representation of a Plan Member on any specific legal matter that commences under the Plan, even if (a) the Firm or Plan Member ceases to be a member of the Plan before such completion or (b) this Agreement terminates.
- 1.8 Firm shall respond to all requests for telephone consultation within twenty four (24) hours of the time when the request was submitted excluding weekends or nationally recognized holidays when the Firm's office is closed.
- 1.9 In consideration for Firm's participation in the Plan as a provider of legal services to Plan Members according to the terms herein, LZ will pay Firm an administrative fee for each Plan Member who has been assigned to Firm for a complete calendar month as further described in Exhibit A ("Administration Fee"). Firm shall not be entitled to payment of the Administrative Fee (a) for any Plan Member who has not been assigned to Firm for a complete calendar month or (b) for each individual who has rights or benefits under one Plan Member. The primary enrollee and his/her spouse, domestic partner and children will be considered one Plan Member for the purposes of this calculation.

2. Relationship of the Parties

- 2.1 LZ and Firm agree that in performing its responsibilities pursuant to this Agreement, Firm is acting as an independent contractor. Nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between LZ on the one hand and Firm, its partners, members, associates, employees, subcontractors or affiliates on the other. Nothing contained herein is intended or shall be construed to create any relationship other than as set forth in this section.
- 2.2 Neither party to this Agreement shall have the right to bind or obligate the other in any manner without the prior written consent of that party or as specifically set forth herein; neither party will represent the contrary to any other party.
- 2.3 LZ and Firm acknowledge and agree that LZ is not an entity authorized to practice law. Nothing contained in this Agreement is intended or shall be construed to imply or state otherwise.
- 2.4 An attorney-client relationship exists exclusively between Firm and Plan Members. LZ will not interfere in any manner whatsoever with that relationship, nor shall it participate in or interfere with the exercise of Firm's independent professional legal judgment in providing Services to Plan Members.
- 2.5 Firm shall not refuse to provide Services to any Plan Member except as is required pursuant (a) to the professional ethical laws, rules or regulations applicable to Firm or (b) as specifically permitted herein including, but not limited to, Exhibit A.
- 2.6 Upon written request of the Firm and subject to Firm's professional ethical responsibilities, LZ may terminate or reassign a Plan Group who Firm demonstrates, to the reasonable satisfaction of LZ, is incompatible with Firm and/or does not follow appropriate Plan procedures. Upon written request of the Plan Group, LZ may terminate this Agreement or reassign such Plan Group to another attorney if such Plan Group demonstrates, to the reasonable satisfaction of LZ, that Firm is not compatible with Plan Group or does not follow appropriate Plan procedures.

3. Firm Representations, Warranties and Covenants

Firm hereby represents, warrants, and covenants each of the following as of the execution date and throughout the term of this Agreement:

- 3.1 Firm has duly authorized the execution and delivery of this Agreement.
- 3.2 The execution and delivery of this Agreement will not violate any applicable rules, regulations, laws, order of any court, administrative agency or other governmental body to which Firm is subject and no consent, approval, authorization or other order is required for Firm to enter into this Agreement or perform its obligations hereunder.
- 3.3 All Services provided pursuant to this Agreement shall be performed in strict accordance with all professional and ethical obligations and standards applicable to Firm and Firm's Services to Plan Members shall be equal or greater in quality and manner than those provided to Firm's clients who are not Plan Members.

- 3.4 All statements and information contained in the "Firm Registration Questionnaire" that Firm has submitted or will submit to LZ shall be true and correct to the best of the Firm's knowledge and belief; Firm acknowledges that LZ is relying upon the accuracy and completeness of the Firm Registration Questionnaire in its decision to enter into this Agreement.
- 3.5 Each of the attorneys of Firm who provide Services to Plan Members ("Attorney") are properly licensed and qualified to practice law in the jurisdiction(s) and practice area(s) in which such Attorney provides Services to Plan Members; Firm maintains an office for the full time practice of law within such jurisdictions; and no Attorney has been disbarred, suspended or publically reprimanded by any court or agency or competent jurisdiction within the past five (5) years.
- 3.6 Firm shall promptly notify LZ after gaining knowledge of any of the following with sufficient detail including, but not limited to, status and disposition:
- A) Resignation or termination of any attorney (including, without limitation, Attorneys) from Firm.
 - B) Any change in Firm resulting in its inability to provide Services under this Agreement.
 - C) Death or major disability of an Attorney.
 - D) Suit for malpractice brought by a client against Firm or any attorney of Firm to practice law in any jurisdiction
 - E) Notice of any action for disbarment, suspension or reprimand of Firm or any attorney of Firm.
 - F) Any public or private professional discipline imposed on Firm or attorney of Firm.

With regard to all of the events noted above which do not result in any discipline of any kind, Firm shall notify LZ of the disposition.

~~3.7~~ If Firm receives any notice or inquiry from any court, governmental body, ethics committee or similar organization regarding LZ or this Agreement, Firm shall notify LZ immediately and prior to making any substantive response to such notice or inquiry.

~~3.8~~ Firm maintains adequate insurance for malpractice, general liability, errors and omissions, in an amount no less than that required by applicable law or regulation, and not less than an amount that is customary given the nature of the legal services performed by Firm. At minimum, Firm shall continuously secure and maintain, at its sole cost and expense, a valid current professional errors and omissions policy of insurance with coverage limits which in no event shall be less than \$500,000.00 per claim and \$1,000,000.00 in the aggregate limit of liability from an insurance company licensed and authorized to provide professional errors and omissions insurance in the jurisdictions in which the Firm has office locations ("E & O Insurance"). As requested by LZ, Firm shall provide LZ with certificates of coverage for the current and subsequent policy year. Firm will provide immediate notice of any change, cancellation, suspension, termination or revision of the E&O Insurance. If any E&O Insurance is of the "claims made" type of coverage as opposed to "occurrence" coverage, then Firm shall not cancel or fail to renew such coverage without obtaining comparable replacement coverage for prior acts for those errors or omissions which may have occurred during the coverage period but which are discovered after the coverage period for the duration of Firm's participation in the Plan and three (3) years thereafter. The obligations of this Section 3.8 shall survive the term of this Agreement.

4. Indemnification

4.1 Firm shall indemnify, defend and hold harmless LZ and its subsidiaries and affiliates and each of their officers, directors, employees and agents from any and all liabilities, claims, damages, actions, demands, counsel fees, court costs, and/or expenses of any kind whatsoever arising out of or relating to (a) Firm's representation of any of its clients (including, but not limited to, Plan Members) or any other Firm business, (b) fee disputes between Firm and any of its clients (including, but not limited to, Plan Members), (c) any claim of legal or other malpractice, negligence or willful misconduct by Firm, (d) compensation, tax, insurance or benefit matters for which Firm may be responsible with respect to its services and employees, (e) Firm's failure to comply with or fulfill its representations, warranties, covenants or obligations under this Agreement, and (f) acts or omissions by Firm, in each case, whether or not caused in part by the concurrent negligence of LZ. Termination of this Agreement shall not effect Firm's indemnification obligations under this section, which shall remain in full force and affect.

- 4.2 LZ shall indemnify, defend and hold harmless Firm and/or its partners and employees from any liabilities, demands, actions, damages, claims, counsel fees, court costs and expenses of any kind resulting from LZ's failure to comply with or fulfill its representations, warranties, covenants or obligations under this Agreement. Termination of this Agreement shall not effect LZ's indemnification obligations under this section, which shall remain in full force and affect.
- 4.3 The parties specifically agree and acknowledge that this Section 4 shall not affect or impair the responsibilities or obligations of Firm with respect to the provision of Firm's Services to Plan Members.

5. Term And Termination

- 5.1 The initial term of this Agreement shall be one year commencing on the date of the last signature of this Agreement and shall automatically renew and continue for successive one year periods; provided that, either party may terminate this Agreement for any reason at anytime by giving to the other ninety (90) days prior written notice thereof by certified mail.
- 5.2 Either party may terminate this Agreement for Cause at anytime upon thirty (30) days prior written notice by certified mail. "Cause" includes but is not limited to misconduct, misfeasance, malfeasance, neglect of professional duties or breach of a term on this Agreement. "Cause" will specifically include the disbarment, suspension, discipline or reprimand by any court, bar association or agency of competent jurisdiction of Firm or any attorney of Firm. Termination notice by certified mail shall be deemed as received two (2) business days after the date of mailing of said notice.
- 5.3 This Agreement may be terminated immediately by LZ if Firm ceases or substantially reduces operations, becomes insolvent, calls a meeting of creditors, makes any general assignment for the benefit of creditors, files a petition for bankruptcy or is the subject of such a petition filed by creditors, whether for reorganization or other proceeding under the bankruptcy code, or upon the appointment of the receiver or trustee of Firm's assets. Firm must notify LZ within twenty-four (24) hours of the occurrence of any such event.
- 5.4 In the event that LZ delivers a revised Exhibit A to Firm; Firm may terminate this Agreement by providing written notice of such termination to LZ at least forty-five (45) days prior to the effective date of such revised Exhibit A.
- 5.5 In the event of a termination of this Agreement, the Firm shall (unless notified by LZ otherwise in its sole discretion):
- A. Continue to render Services to any Plan Member with respect to any matters pending at the time of termination.
 - B. Complete all the administrative obligations required under this Agreement.
 - C. Cooperate in the orderly transfer of information, records, and clients to a successor Firm designated by Plan Member or LZ, as applicable.
- 5.6 As between LZ and Firm, all files relating to the rendering of Services to Plan Members by Firm are the sole property of Firm and are subject to attorney – client privilege. In the event of the termination of this Agreement, Firm shall have the right to retain said files unless a Plan Member requests his/her file be transmitted elsewhere. In that event, Firm shall deliver such Plan Member's file to either the Plan Member or the party designated by the Plan Member. Firm shall be entitled to photocopy for its own records all or such parts of such files as it desires to the extent that such photocopying and retention is required or permitted by law, ethical standards applicable to Firm, the practice of law in that state and the agreement between Firm and such Plan Member.

6. Confidentiality and Non Competition

- 6.1 From time to time, Firm will receive or be exposed to non-public, confidential or proprietary information of LZ including, but not limited to, business practices, business plans, processes, procedures, marketing strategies, sales activities, marketing methods, names, account numbers, addresses, and other data and information related to Plan Members. Firm shall not disclose and shall keep such information confidential. Firm shall not make copies nor disclose any such information to anyone else unless required to do so by law. Such information is to be used only for the purpose of allowing Firm to perform its obligations under this Agreement.
- 6.2 Firm agrees not to alter, copy, misappropriate, misuse, transfer, sell, deliver or divulge such confidential information under any circumstances to anyone other than Firm's employees or agents whose duties

require access to such information and then only for the purpose of fulfilling its obligations pursuant to this Agreement.

6.3 Following termination of this Agreement for any reason by any party, Firm shall not directly or indirectly contact any Plan Member unless such contact is initiated by the Plan Member or such contact is necessary in the connection with an ongoing legal matter commenced prior to such termination.

6.4 The parties agree that it is difficult to anticipate the damages which may result to LZ for a breach of this Section 6 by Firm or any of Firm's employees or agents. Therefore, in the event of a breach by Firm or any of Firm's employees or agents of any of the provisions of this Section 6, Firm agrees to pay liquidated damages to LZ in the amount of one thousand (\$1,000.00) dollars for each time any item of such confidential information is altered, copied, misappropriated, misused, transferred, sold, delivered or divulged contrary to or in violation of this Agreement. The parties further understand and agree that this provision with respect to liquidated damages shall not prevent LZ from also seeking injunctive relief, punitive damages or other relief as allowed by law or equity.

6.5 The obligations of this Section 6 shall expressly survive any termination of this Agreement.

7. Quality Control

7.1 Firm shall promptly answer all inquiries from LZ regarding the status of Plan Member legal matters and on other matters that may be helpful to LZ in its administration of the Plan; provided that, such response will not violate attorney – client privilege and is consistent with Firm's ethical and professional obligations. Such inquiries may be answered orally or in writing as requested by LZ within three (3) business days of such request.

7.2 Firm agrees that LZ may appoint an attorney or agent as a Plan Services Representative ("PSR") to review services provided to Plan Members to ensure satisfactory quality. Firm will fully cooperate with LZ and PSR in resolving each complaint of a Plan Member involving Firm or Firm's staff. In all cases, Firm agrees to abide by PSR's decision to the extent that it does not violate attorney – client privilege nor is inconsistent with Firm's ethical and professional obligations to the Plan Member.

8. Arbitration

8.1 This Agreement is deemed to be made under and is to be construed according to the laws of the State of California. Both parties shall seek to resolve any dispute arising out of this Agreement through good faith mediation in Los Angeles, California. Each party shall be responsible for its own costs and expenses related to any such mediation. Mediation fees shall be equally shared by the parties. If no agreement can be reached regarding a dispute through mediation, within thirty (30) days after notification in writing by either party to the other concerning such dispute, either party may demand that the dispute be settled by arbitration to be conducted in Los Angeles County, California before an arbitrator to be mutually agreed upon. If the parties cannot agree upon an arbitrator each party shall select its own arbitrator and these two arbitrators shall select a third arbitrator. The parties agree to settle any disputes between the parties by arbitration in accordance with the rules then in effect by the American Arbitration Association. The results of an arbitration conducted pursuant to this section shall be binding on both parties, and judgment upon the award given by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party shall also recover all expenses and fees of the arbitration including reasonable attorney fees and the expenses of the arbitration. Notwithstanding the above, in addition to any other rights to which it may be entitled, either party may seek preliminary or final injunctive or equitable relief from any court having jurisdiction in the event: (a) of a breach of Section 6 or (b) where the non-breaching party would suffer irreparable harm by the continued breach of the breaching party, in each case, without the necessity of proof of actual damages.

9. Compliance with Ethical Rules

9.1 This Agreement has been drafted to comply with ethical and disciplinary rules governing the operation of a group legal service plan of applicable state bar associations. In the event applicable ethical and disciplinary rules are amended or a duly constituted state authority mandates a change in this Agreement, the parties shall negotiate in good faith to modify this Agreement so that it is in compliance with the appropriate applicable rules.

10. Records/Reports/Visitation

10.1 In order to support the proper administration and development of the Plan, at LZ's request, Firm shall provide LZ with reports and statistics related to Firm's Services to Plan Members. These records and

reports shall include, but not be limited to: the number of Plan Members seeking Services, the respective calendar dates on which Services were provided, general categories and functional descriptions of Services provided, and any other such information as may be appropriate. These records and reports will be provided by Firm at the request of LZ for statistical purposes only and shall contain only generalized aggregate data, and shall not include individually identifiable data or information protected by the attorney – client privilege.

- 10.2 LZ shall have the right to visit Firm's offices during regular business hours and observe the provision of non confidential Services and procedures pursuant to this Agreement. LZ shall provide Firm fifteen (15) days prior notice of such visitation and Firm agrees to cooperate in making office staff and employees available to LZ's representative.

11. Miscellaneous

- 11.1 Notices . All notices, demands and other communications made hereunder shall be in writing and may either be hand delivered, sent by overnight, courier with receipted service or mailed by certified mail return receipt requested and sent as follows:

To: LegalZoom.com, Inc.

LEGALZOOM.COM, INC.

7083 Hollywood Blvd, Suite 180

Los Angeles, CA 90028

Attention: President - ASD, Edward Hartman

To: Firm

ROZMAN LEGAL GROUP P.C.

2615 N. Sheffield Ave.

Chicago, IL 60614

ATTN: Alex Rozman

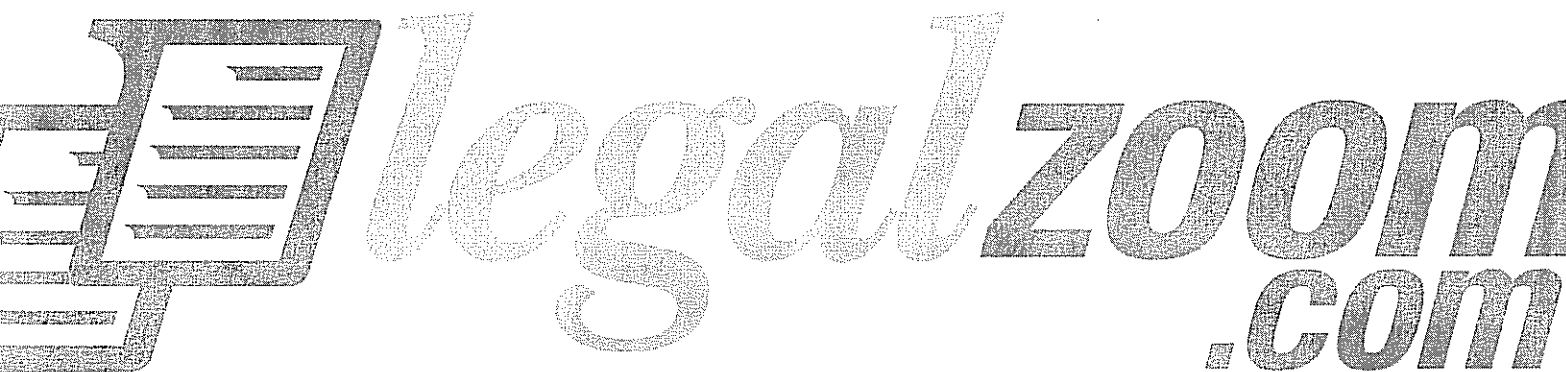
Or to such other addresses as either party may designate by appropriate notice.

- 11.2 Waiver. No waiver by LZ of any breach or non compliance by Firm hereunder shall be construed as a waiver of any future breach.
- 11.3 Entire Agreement. This Agreement contains all of the covenants and agreements between the parties. Each party hereto acknowledges that no representations, inducements or agreements, oral or otherwise have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing duly executed by all parties to this Agreement.
- 11.4 Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or any other jurisdiction and the parties shall reform that provision to the extent necessary to enforce it and preserve the parties' original intent, failing which, it shall be severed from the Agreement with the balance of the Agreement continuing in full force and effect.
- 11.5 Jurisdiction and Venue. In the event of any dispute between Firm and LZ, each hereby consents to the jurisdiction of any state or federal court located within Los Angeles County, California. Firm expressly submits and consents to the jurisdiction of the aforesaid courts and waives any defense to that jurisdiction or venue.
- 11.6 Waiver of Jury Trial. Firm and LZ hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. Firm and LZ acknowledge that this waiver is a material inducement to enter into the business relationship, which each has relied on the waiver in entering into this Agreement and that each will continue to rely on the waiver in their related future dealings. Firm and LZ warrant and represent that each has had the opportunity of reviewing this jury waiver and freely enters into it after said review.
- 11.7 Headings/Gender. The headings of this Agreement are inserted for convenience of reference only and shall not affect the meanings or interpretation of this Agreement. Wherever there is a reference to

singular and said reference shall include the plural; and vice versa. Where a male reference is included it shall include a female reference; and vice versa.

- 11.8 Drafting errors. The parties agree and waive any claim or defense based upon an error in drafting of this Agreement and agrees that such an error will not be construed to the detriment of the drafting party.

[Remainder Left Blank.]



IN WITNESS WHEREOF: Firm and LZ have executed this Agreement as of the dates set forth below.

ROZMAN LEGAL GROUP, P.C.

By: *Alex Rozman*

Print Name: Alex Rozman

Title: Owner/CEO

Bar No. 28944-71

Witness: Brian Cuttman

Date: 10/6/10

LEGALZOOM.COM, INC.

By: _____

Print Name: Frank Monestere

Title: President & COO

Date: _____

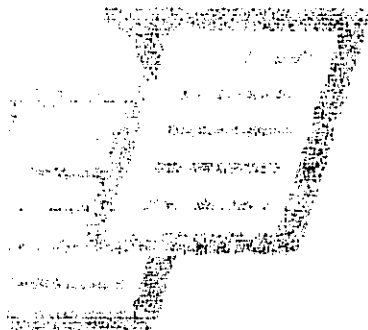


Exhibit A

- I. **Administration Fee.** The Firm shall receive \$3.00 as an administration fee for each Plan Group that is assigned to the Firm for one (1) full calendar month. The "Plan Group" shall mean the Primary Member, his or her spouse or registered domestic partner, and other qualified dependents. The "Primary Member" shall mean the primary enrollee of a Plan.

- II. **Plan Benefits.** Each Plan Group shall be entitled to receive, and each Firm shall be required to provide, the following benefits under the Plan (collectively, the "Plan Benefits"):
 - A. **No Fee Services.** The following Plan Benefits shall be made available to each Plan Group or Plan Member, as applicable, at no additional charge:
 1. Telephone consultations with the Firm, during normal business hours, of up to one half (1/2) hour each, limited to one consultation per Plan Group for each new legal matter. Under a Family Plan, the Plan Group may not consult about matters related to its or any Plan Member's business. Under a Business Plan, the Primary Member may consult about either personal or business matters, and the other Plan Members of his or her Plan Group may consult only about personal matters. If the Firm determines after the initial consultation that a telephone call or a letter would be of further assistance to a Plan Member, such Firm, in its sole discretion, may provide, at no additional charge, either: (a) one (1) letter of up to two (2) pages; or (b) one (1) telephone call during normal business hours on the Plan Member's behalf. Telephone consultations may not include discussion of any of the following:
 - a. Tax-related matters;
 - b. Patent-related matters;
 - c. Violent felonies; or
 - d. Legal issues arising from actions or occurrences in which the Plan Member was impaired by drugs or alcohol.
 2. Review by the Firm of legal documents of up to ten (10) pages, limited to review of one (1) document per Plan Group for each new legal matter. In addition, review by the Firm of a last will completed solely by using document preparation software on Legalzoom.com of up to twenty (20) pages, limited to review of one (1) document per Plan Group for each new legal matter. The Firm shall provide one (1) telephone consultation, during normal business hours, about the reviewed document and a written summary of such consultation.
 3. Once during each membership year, the Primary Member shall be entitled to a legal check-up (the "Legal Check-Up). The Legal Check-Up is intended to provide the Primary Member with an (a) assessment of his or her legal profile and recommendations based on significant issues or gaps or (b) update of a previous Legal Check-Up considering changes in life, circumstances, legal profile, and applicable law. The Legal Check-Up shall include a telephone consultation, during

normal business hours, of up to one (1) hour to discuss the Primary Member's legal portfolio, potential updates over the previous year, and recommendations. The Firm shall provide a written summary of the consultation and any recommendations to the Primary Member's legal documents or strategies. The Legal Check-Up shall become available to a Primary Member only after six (6) months of membership in the Plan.

- B. **Discounts on Additional Services.** If a Plan Member engages the Firm for services that are not included in the Plan Benefits described in Section II(A) above, the Firm shall provide such legal services at a twenty-five (25%) discount from such Firm's standard rates for representation, as such rates are reported to LZ pursuant to the Agreement.
- III. **Conflicts.** If the interests of the Primary Member of a Plan Group are adverse to those of another Plan Member in that same Plan Group, only the Primary Member shall be entitled to receive the applicable Plan Benefits.
- IV. **Exclusions.** The following items and matters are specifically excluded from the Plan, and shall not be considered or treated as Plan Benefits:
- A. Any action that directly or indirectly involves LZ or its parent company, or any of their subsidiaries, affiliates, directors, agents, or employees;
 - B. Any action that directly or indirectly involves any firm (including the Firm) providing legal services under the Plan; *provided, however,* that the Firm may, at its sole discretion and risk, represent a Plan Member in a matter in which another firm under the Plan is representing another party as legal counsel;
 - C. For employer-sponsored Business Plans, any action by a Plan Member of such Plan that directly or indirectly involves his or her employer sponsor;
 - D. Any adversarial action by a Plan Member that directly or indirectly involves any other Plan Member in any Plan Group;
 - E. Any action based on acts or occurrences that are alleged to have occurred or conditions that were reasonably anticipated or foreseeable prior to the Plan Member's enrollment that did or may give rise to a lawsuit by or against such Plan Member; *provided, however,* that the Firm may, in its sole discretion and at its own risk, disregard this exclusion;
 - F. Any action that resulted in the prior recruitment or retention by the Plan Member of another attorney; *provided, however,* that the Firm may, in its sole discretion and at its own risk, disregard this exclusion;
 - G. Any appeal to an appellate court (i.e., not a trial court); *provided, however,* that the Firm may, in its sole discretion and at its sole risk, disregard this exclusion;

- H. Any matter that, in the opinion of the Firm, is frivolous in nature or objective; and
- I. Any case matter or requested service that is determined by the Firm to lack sufficient merit to warrant pursuant, or that the Firm determines has been raised an inordinate or unreasonable amount of times without a change of circumstances.

[Remainder Intentionally Left Blank]

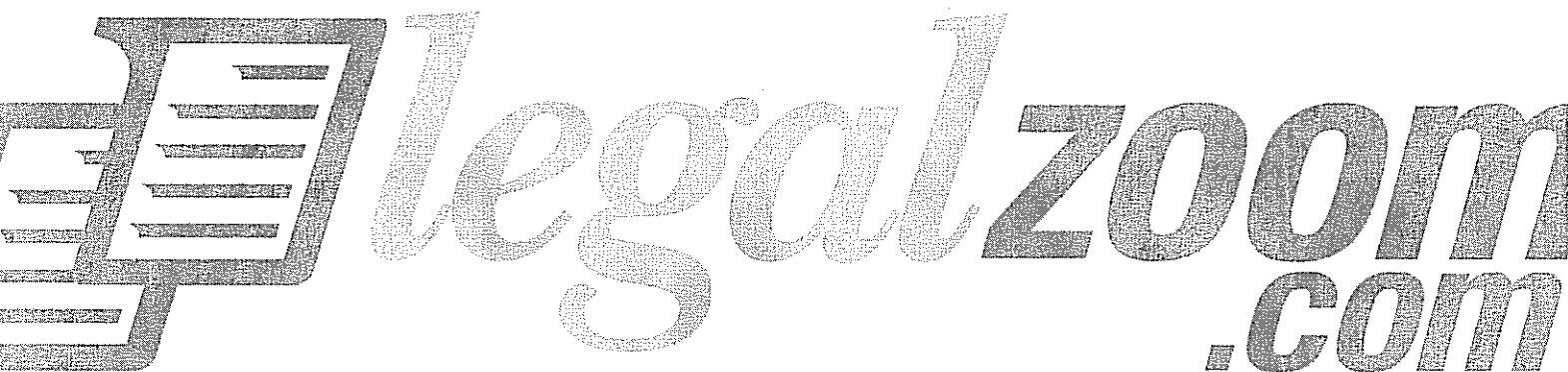


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1 Request a consultation in the Member Center



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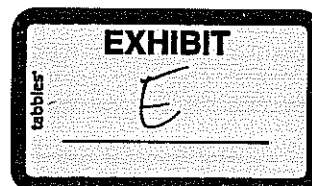


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[What Your Membership Does Not Cover](#)

- You (plan member)
- Your spouse
- Dependent children
- Patent-related matters
- Violent felonies
- Matters relating to a business of a plan member
- Tax-related matters (although your plan attorney may be able to provide you with general tax law information or refer you to a CPA in some situations)



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- You (plan member)
- Your business

What Your Membership Does Not Cover

- Patent-related matters
- Violent felonies
- Tax-related matters (although your plan attorney may be able to provide you with general tax law information or refer you to a CPA in some situations)



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