| 1 | □ EXPEDITE | |
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| 2 | ☐ No hearing set ☐ Hearing is set | • |
| _ | Date: | |
| 3 | Time: Judge/Calendar: | • |
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| | STATE OF WASHINGTON | |
| 7 | THURSTON COUNTY SUPERIOR COURT | |
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| 9 | In Re the Matter of: | NO. |
| 10 | LegalZoom.com, Inc., a Delaware | |
| 11 | corporation, | ASSURANCE OF DISCONTINUANCE |
| 12 | Respondent. | D18001(111(0111(01) |
| | The State of Wishington by and the | over its ottomove Behart M. McVanne Attomov |
| 13 | | |
| 14 | General, and Douglas D. Walsh, Senior Assistant Attorney General, files this Assurance of | |
| 15 | Discontinuance pursuant to RCW 19.86.100. | |
| 16 | · | INQUIRY |
| 17 | 1.1. The Attorney General initiated | d an investigation into the business practices of the |
| 18 | Respondent, LegalZoom.com, Inc. | |
| 19 | • | |
| 20 | 1.2. Respondent is engaged in the business of offering certain legal forms over the | |
| | Internet to consumers throughout the United States of America, including the State of | |
| 21 | Washington. | |
| 22 | , | • |
| 23 | 1.3. Respondent has offered and the Attorney General has accepted an Assurance of | |
| 24 | Discontinuance. This Assurance of Discontinuance shall not be considered an admission by | |
| 25 | Respondent that it has engaged in any of the below-described acts or an admission by | |
| 26 | Respondent of a violation of Chapter 19.86 RCW for any purpose. | |

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II. ASSURANCE OF DISCONTINUANCE

- 2.1. The Attorney General deems the following to constitute unfair or deceptive acts or practices and unfair methods of competition in violation of RCW 19.86.020:
- a. Comparing, directly or by implication, the costs of Respondent's self-help products, i.e., legal forms as contemplated in GR 24(b)(8), and clerical services with those provided by an attorney, without, in close proximity to each such comparison, clearly and conspicuously disclosing to Washington consumers that Respondent is not a law firm and is not a substitute for an attorney or law firm,
- b. Misrepresenting, directly or by implication, the costs, complexity and time required to probate an estate in Washington.
- c. Misrepresenting, directly or by implication, the benefits or disadvantages of any estate distribution document as compared to any other estate distribution document in Washington. Nothing in this provision shall restrict Respondent from providing accurate, non-individualized, general information about the effect, limitations and consequences of an estate distribution document under the appropriate state's law.
 - d. Failing to comply with Chapter 19.295 RCW.
- e. Engaging in the unauthorized practice of law in violation of Chapter 2.48 RCW, specifically, by providing individualized legal advice about a self-help legal form to Washington consumers.
- f. Failing to offer estate planning legal forms in Washington that conform to Washington law, and to provide information about community property agreements in the education center or similar area of the website for Washington last will and testament customers.
- g. Failing to have an attorney, licensed to practice law in Washington, review all self-help estate planning forms offered for sale to Washington consumers.

- h. Selling, transferring, or disclosing Washington consumer information to third parties obtained in the course of consumers acquiring estate planning legal forms, documents or document services, except where the consumer is given the opportunity to opt in with regard to the specific third party's offering. Consumer information includes: sensitive personal information, personal identifying information, financial information, information relating to real or personal property or family relationships, or contact information. This paragraph shall not limit Respondent from contracting with a third party to process a product purchased by a customer.
- i. Failure to clearly and conspicuously disclose that communications between Respondent and Washington consumers are not protected by the attorney-client or work product privilege.
- 2.2 Respondent agrees, without any admission of violation of Chapter 19.86 RCW, that it will not engage in the aforementioned acts.

III. AGREEMENT

- 3.1. This Assurance of Discontinuance shall not be considered a finding of wrongdoing or an admission of violation for any purposes; but failure to comply with this Assurance of Discontinuance shall be *prima facie* evidence of violations of RCW 19.86.020, thereby placing upon the violator the burden of defending against imposition by the Court of injunctions, restitution, and civil penalties of up to \$2,000 per violation and costs, including reasonable attorneys' fees.
- 3.2. This Assurance of Discontinuance shall be binding on and apply to Respondent and its respective owners, directors, successors, assigns, transferees, officers, agents, partners, servants, employees, representatives, and all other persons acting in concert or participating with Respondent in the context of conducting Respondent's businesses.

| 1 | Approved by: |
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| 2 | Approved by. |
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| 4 | FRANK MONESTERE President and Chief Operating Officer of LegalZoom.com, Inc. |
| 5 | LegalZoom.com, Inc. |
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