

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Ogletree, Abbott, Clay & Reed Law Firm,
L.L.P.,

Civil No.: 0:14-CV-0340-RHK-TNL

Plaintiff,

vs.

AFFIDAVIT OF BILL ABBOTT


FindLaw, an assumed name, West
Publishing Corporation, a Minnesota
corporation, and Thomson Reuters
Holdings Inc., a Delaware corporation,


Defendants.

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)


I, BILL ABBOTT, being duly sworn under oath, state as follows:


1. I am the managing partner for Ogletree, Abbott, Clay & Reed Law Firm, L.L.P. From November 2012 to June 2013 I signed four contracts with FindLaw. Prior to signing the first contract, through the signing of the other contracts, FindLaw Account Manager, Brian Vogel, made many oral representations to me about the benefits of hiring FindLaw. Brian Vogel also referenced FindLaw's website and told me to go to their website for more information. I went to FindLaw's website and read every page concerning attorney marketing. I relied on the representations contained in FindLaw's website in making a decision to sign FindLaw's contracts. (See Exhibit "A" for a copy of FindLaw's Attorney Marketing website).

2.  The reason for the several contracts was the sales ability of Brian Vogel and his false and misleading representations. His business card indicated that he was a member of the Three Million Dollar Club. Vogel continuously pressured me to buy additional services, that he said were necessary to increase our caseload and client base. Our firm paid \$61,965.69 from February 13, 2013 until we stopped paying FindLaw on September 15, 2013. We complied with each and every term and condition of our contracts until FindLaw breached the contracts by fraudulent inducement and fraud in the factum, as set forth herein.

3.  Vogel told me that FindLaw would make significant improvements to our existing websites, resulting in our business “skyrocketing.” He specifically told me that FindLaw would make our Complawyers.net website “dominate” the internet. He said that our other two websites would result in drastically better Google rankings, visitors to our websites, conversion rankings, clients, and drastically increase our revenue. He stated that our existing websites were outdated and inadequate, and we would see huge increases in our business once their award winning web developers redesigned our websites. Vogel also bragged that FindLaw had special knowledge of Google operations and relationships with Google management. He cited an example of how FindLaw had got out of trouble with Google because of their relationship with someone in Google management. Vogel explained that FindLaw had been accused of selling paid links to their attorney customers but, that FindLaw executives had talked Google out of penalizing FindLaw’s website and the matter was dropped. This was very impressive because Google determines how websites are ranked when search phrases are entered in

to Google Search. Since FindLaw had a special connection with Google, FindLaw could get favorable treatment from Google for their attorney customers. After all, Reuters, Thompson, West Publishing, FindLaw is a very large, international conglomerate that has considerable influence and power.

4.  From the first meeting, I explained to Vogel, very clearly, that our goal and the manner in which we would determine how FindLaw was doing was based upon where we ranked for specific searches relevant to our business, such as the search term “Workers’ Compensation Lawyer”, and Vogel promised me that FindLaw would make sure that we were ranked at the top of Google search results for this search term and other search terms that I wrote down for Vogel. I relied on Vogel and FindLaw’s website which advertises the same thing that Vogel promised, i.e., “A well designed, well written law firm website can make your practice the “first source people see” when search online for legal services, and can help visitors quickly understand your legal specialty. The result: qualified prospects with an immediate legal need.” “First source people see” means top of Google page one.

5.  Vogel told me that I would see drastic improvement within a short period of time. I specifically asked him to confirm how long this process would take and he indicated we would move up in rankings and within six weeks things would “settle” with our websites being at the top of Google. Then, on June 3, 2013, roughly 6 weeks later, when our rankings had not increased, but had decreased, Vogel’s story changed. He then said that their goal was not to increase our rankings for the most vital keywords that he had promised, but that their goal was to increase exposure to a broader area of potentially

relevant search terms, in other words, insignificant search terms. This was the first indication that he had been lying to me and misrepresenting FindLaw's ability to produce high rankings on Google. Vogel said if we wanted higher Google rankings for the search terms that we wanted, we would need additional FindLaw services, which required additional contracts and costs. Based on these promises I signed a new contract on June 14, 2013. Part of these new services included paying FindLaw to advertise on their websites. In other words, since FindLaw had failed to deliver on getting business for us on our websites, we needed to advertise on their website to get business. For about one month we got some Workers' Compensation cases from the FindLaw website, but it quickly tapered off to nothing and, on top of that, we never received any business from OgletreeAbbott.com or 1800JonesAct.com.

6. I asked Vogel what would happen if we didn't renew our contract with FindLaw.



Vogel told me that the inbound links from other websites were under contract and would expire around one year from the date that they were placed on our websites. This caused me some alarm because "expiring links" on "contracts" sounds like paid links. Vogel denied they were paid links but, at this point, his word was without merit. Since Vogel had told me about FindLaw's "paid link" episode with Google and how they had almost incurred serious Google penalties, I was in fear of our websites being penalized by Google for "paid links" put there by FindLaw.


7. At the outset I insisted that there be no out-bound links on any or our websites,



based upon our belief that FindLaw might be linking attorney websites one-to-another. Vogel insisted that FindLaw did not link attorney websites to each other and agreed not

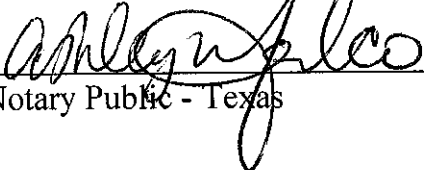
services, resulting in us ranking ahead of other FindLaw clients. Based on this representation, I agreed to spend additional money so that we could have a competitive advantage. However, our law firm did not see increased business; to the contrary, our business fell precipitously to the point where we had to lay off employees. Our revenue plummeted and will continue to plummet in future years because our personal injury cases take up to five years to pay legal fees. Cases not signed due to FindLaw's omissions and commissions will show up on our bottom line in years to come.

FURTHER YOUR AFFIANT SAITH NAUGHT, SAVE AND EXCEPT AS AFORESAID.



Bill Abbott

Subscribed and sworn to before
me this 1st day of April, 2014.



Notary Public - Texas

