

Entered: March 16, 2006

Signed: March 15, 2006

**SO ORDERED**



*James F. Schneider*  
**JAMES F. SCHNEIDER**  
**U. S. BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
Baltimore Division**

**IN RE:**

**MICHAEL AND MELINDA DOUGLAS,**

**Debtors.**

Case No. 02-58492-JS

Chapter 13

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**W. CLARKSON MCDOW, JR.  
UNITED STATES TRUSTEE  
FOR REGION FOUR,**

Plaintiff,

Adv. Proc. No. 02-5899

v.

**WE THE PEOPLE FORMS AND SERVICE  
CENTERS USA, INC.,**

**WE THE PEOPLE MID-ATLANTIC, INC.,**

**JASON E. SEARNS, ESQUIRE**

**JAMES V. MCFAUL, ESQUIRE**

and

**ARLITA ALBRITTON,**

Defendants.

## STIPULATED FINAL JUDGMENT

The parties to this adversary proceeding, excluding Defendant Arlita Albritton, having entered into a Stipulation for Entry of Final Judgment (“Stipulation”), consenting to the terms and conditions of this Stipulated Final Judgment (“Judgment”), it hereby is **ORDERED, ADJUDGED, AND DECREED** that:

1. This Judgment shall apply to and bind the above-named defendants, including their officers, employees, successors, and assigns, and excluding Arlita Albritton (collectively defendants We The People Forms and Service Center USA, Inc., We The People Mid-Atlantic, Inc., Jason E. Searns, Esquire and James V. McFaul, Esquire are referred to herein as “Defendants”), and their attorneys.

2. Defendants WTP-MA and WTP-USA shall post a copy of this Judgment in a conspicuous location in each place of business located within the District of Maryland and also shall furnish a copy of this Judgment to every person in their employ within the District of Maryland who may have any involvement in providing Defendants’ services to the public, and each such person shall be trained and instructed to comply with the terms of this Judgment. Defendants WTP-MA and WTP-USA shall post a copy of this Judgment on any website owned or operated by them or on their behalf, and Defendant We The People Forms and Service Centers USA Inc. (WTP-USA) shall ensure, that all franchisees within the District of Maryland shall post a copy of this Judgment on any website owned or operated by them or on their behalf: and the link to the posted Judgment shall be titled “Stipulated Final Judgment with United States Trustee.”

3. The Court finds that Defendants WTP-USA and We The People Mid-Atlantic, Inc. (WTP-MA) are “bankruptcy petition preparers” within the meaning, and subject to all the requirements, of 11 U.S.C. § 110 and the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005.

4. Pursuant to their duty to comply with 11 U.S.C. § 110, and unless otherwise permitted or required by applicable state and federal law, including 11 U.S.C. § 110 and the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, Defendants WTP-USA and WTP-MA hereby are enjoined permanently from engaging or participating in the following acts, and Defendants Searns and McFaul are enjoined permanently from assisting Defendants WTP-USA and WTP-MA from engaging or participating in the following acts:

- a. WTP-USA and WTP-MA shall not advertise or represent to the public that they are authorized to provide legal services of any kind in connection with any bankruptcy case or proceeding (unless otherwise permitted by applicable state and federal law, including 11 U.S.C. § 110).
- b. WTP-USA and WTP-MA shall not provide customers with access to a “Supervising Attorney” or any other legal counsel compensated by Defendants. Should a customer seek legal advice from Defendants, Defendants shall indicate that they are not authorized to provide legal advice of any kind in connection with any bankruptcy case or proceeding.
- c. WTP-USA and WTP-MA shall not select, recommend or, other than typing, assist in completing any bankruptcy papers or forms, including bankruptcy petitions and schedules, on behalf of their customers.

Defendants may furnish a “typing service”- consisting solely of transcribing customer-supplied data onto a form or paper which exactly corresponds to the official bankruptcy form or paper-but may not make or recommend any change or suggestion regarding the customer’s data, other than making inquiry to ensure accurate transcription of the customer-supplied data.

- d. WTP-USA and WTP-MA shall not distribute to their customers, for a fee or otherwise, their current documents denominated “Overview” and “Step by Step” manual or any similar material prepared by or on behalf of Defendants purporting to afford legal guidance to debtors or creditors. However, Defendants may make available for reference or sale generally, materials on the subject of bankruptcy that are publicly available from the office of the clerk of the United States Bankruptcy Court, from any department, agency or instrumentality of the United States, and/or from commercial publishers.
- e. WTP-USA and WTP-MA shall not require customers, as a condition of doing business, to enter into a “Hold Harmless Agreement” or any other document purporting to waive any legal rights of the customer. However, Defendants may require their customers to execute an acknowledgment that is consistent with the terms of this Judgment and with 11 U.S.C. § 110.

f. WTP-USA and WTP-MA shall not collect, receive, deliver or cause to be delivered any payments from debtors, or on behalf of debtors, for court fees associated with the filing of any bankruptcy documents, including petitions and schedules. However, Defendants may make available at their retail location a “lockbox” or similar depository that is associated with a completely unrelated and independent courier service into which customers may deposit their bankruptcy documents for filing and court fees and such documents and court fees are retrieved only by representatives of such independent courier service.

5. WTP-USA and WTP-MA will periodically conduct compliance training and audit employee activities to ensure compliance with the terms of this Judgment.

6. Paragraph five shall become effective sixty (60) days after the date the Judgment is entered on the Court’s docket. The remaining paragraphs and provisions of this Judgment shall be effective ten (10) days after the Court executes its approval and enters this Judgment on the Court docket.

7. Should any non-compliance with the terms of this Judgment be found by any of the Defendants, Defendants promptly will report such finding in writing to Plaintiff’s counsel and cooperate in all respects with Plaintiff’s counsel to cease and desist such non-compliance. Should any non-compliance with the terms of this Judgment be found by Plaintiff, Plaintiff will notify WTP-USA in writing as to any allegation of non-compliance with this Judgment that comes to Plaintiff’s attention and Plaintiff will allow the non-complying Defendant ten (10) days

to cure any such non-compliance before initiating any action against Defendants based on such non-compliance. With respect to any second or subsequent occurrence of alleged non-compliance by a Defendant, Plaintiff in its sole discretion may initiate an action to enforce this Judgment. More specific requirements regarding notice procedures are set forth in the parties' corresponding Stipulation.

8. Neither Defendants nor their attorneys shall make any representations or characterizations regarding the outcome of this litigation other than to state that they are subject to this Judgment, and each party shall bear its own costs, attorney fees, and expenses.

9. Should there be any violation of this Judgment or any breach of the parties' corresponding Stipulation, the parties reserve the right to pursue any and all remedies available to them.

10. This Court retains jurisdiction to enforce the terms of this Judgment.

**END OF ORDER**