



with the terms of this Judgment. Defendants shall post a copy of this Judgment on any and all websites 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 Northern, Eastern, and Western Districts of Oklahoma shall post a copy of the Judgment on any and all websites 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 are "bankruptcy petition preparers" within the meaning, and subject to all the requirements of 11 U.S.C. § 110.

4. Pursuant to their duty to comply with 11 U.S.C. § 110, Defendants hereby are enjoined permanently from engaging or participating in the following acts:

a. Defendants 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). The foregoing prohibition includes, but is not limited to, the use of the term "legal" or any similar term in advertising, or in a category under which advertising is placed.

b. Defendants 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 matter, case or proceeding (unless otherwise permitted or requires by applicable state and federal law, including 11 U.S.C. § 110, and the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005).

c. Defendants shall not select, recommend, or assist in completing any bankruptcy papers or forms, including bankruptcy petitions and schedules, other than typing, 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 (unless otherwise permitted or requires by applicable state and federal law, including 11 U.S.C. § 110, and the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005).

d. Defendants 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 publically 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. Defendants 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. Defendants shall not collect, receive, deliver or cause to be delivered any payments from debtors, for court costs or fees associated with the filing on 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 a customer may deposit their bankruptcy documents for filing and court costs or fees and such documents and court costs or fees are retrieved only by representatives of such independent courier service. Defendants shall neither have a key nor any other method of access to the contents of the lockbox or similar depository.

5. Defendants will periodically, but no less than once annually, conduct compliance training and audit employee activities to ensure compliance with the terms of this Judgment. Defendants will provide training to new employees prior to new employees providing any services associated with the preparation of any bankruptcy-related documents or papers for a customer.

6. Paragraph five (5) shall become effective sixty (60) days from the date this 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's Docket.

7. Should any non-compliance with the terms of this Judgment be found by Defendants, Defendants shall promptly report such finding in writing to Plaintiff and cooperate in all respects with Plaintiff to cease and desist such noncompliance. Should any noncompliance with the terms of this Judgment be found by Plaintiff, Plaintiff shall notify WTP-USA in writing as to any allegation of noncompliance with this Judgment that comes to Plaintiff's attention and Plaintiff will allow the non-complying Defendant ten (10) days to cure any such noncompliance before initiating an action to enforce this Judgment. Notwithstanding the foregoing, the Plaintiff reserves the right to immediately institute an action with the Court if the Plaintiff believes it is reasonably necessary to protect the public interest. 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. For their services, Defendants shall be able to charge no more than any maximum allowable rate established by the Bankruptcy Court or under rules promulgated by the Supreme Court under 28 U.S.C. § 2075 or guidelines prescribed by the Judicial Conference of the United

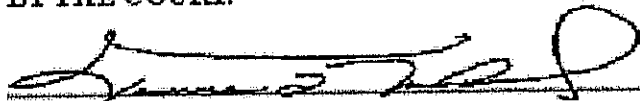
States. In the captioned case, Defendants shall repay \$74.00 to the Debtor (Amy E. Butterworth). Plaintiff is not prevented by this Judgment from challenging any rate if Plaintiff believes the facts warrant. Notwithstanding the foregoing, in any case in which Defendants believe their fee, justifiably for good cause shown, should be allowed in an amount greater than so established, they shall not be precluded from challenging the maximum allowable rate so established upon proper petition to the court.

10. 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.

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

IT IS SO ORDERED THIS 9<sup>th</sup> day of September, 2005.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Terrence L. Michael", written over a horizontal line.

TERRENCE L. MICHAEL, CHIEF JUDGE  
UNITED STATES BANKRUPTCY COURT