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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re)
Sherce Lee Lilly,)
Debtor.)

United States Trustee,)
Plaintiff,)
v.)
We The People Forms and Service Centers)
USA, Inc., now known as IDLD, Inc.,)
and)
GTOG Corp., dba We The People Forms and)
Services,)
Defendants.)

Case No. 04-65875-acr7

Adversary No. 05-6067-acr

STIPULATED JUDGMENT

The parties to this adversary proceeding, having entered into a Stipulation for Entry of Final Judgment ("Stipulation"), consenting to the terms and conditions of this Stipulated Final

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1 Judgment ("Judgment"), it hereby is **ORDERED, ADJUDGED, AND DECREED** that:

2 1. This Judgment shall apply to and bind the above-named defendants, including
3 their officers, employees, successors, agents, affiliates and assigns (collectively "Defendants"),
4 and their attorneys.

5 2. Defendants shall post a copy of this Judgment in a conspicuous location in each
6 place of business located within the District of Oregon and also shall furnish a copy of this Judg-
7 ment to every person in their employ and any and all franchisees (present and future) within the
8 District of Oregon who may have any involvement in providing Defendants' services to the
9 public, and each such person shall be trained and instructed to comply with the terms of this
10 Judgment. Defendants shall post a copy of this Judgment on any website owned or operated by
11 them or on their behalf, and Defendant We the People Forms and Service Centers USA, Inc.
12 (WTP-USA) will use its best efforts to ensure, that all franchisees within the District of Oregon
13 (not presently a party to this action but who, nevertheless, wish to join in and be bound by this
14 Judgment) shall post a copy of this Judgment on any website owned or operated by them or on
15 their behalf; and the link to the posted Judgment shall appear conspicuously on the "home page"
16 of any such website and be titled "Stipulated Final Judgment with United States Trustee". In
17 the event any franchisee who is not a party to this action agrees to join in and be bound by this
18 Judgment, such franchisee shall comply with all of the duties imposed on the Defendants hereby.

19 3. The Court finds that Defendants are "bankruptcy petition preparers" within the
20 meaning, and subject to all the requirements, of 11 U.S.C. § 110.

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

23 a. Defendants shall not advertise or represent to the public that they are
24 authorized to provide legal services of any kind in connection with any bankruptcy case or
25 proceeding (unless otherwise permitted by applicable state and federal law, including 11 U.S.C.

1 §110). In addition, the Defendants shall comply with the following restrictions on advertising:

2 (i). Defendants shall not include, request or cause to be included, in any
3 advertisement that mentions their bankruptcy services, the word "legal" or any similar term,
4 including, without limitation, the words "paralegal" or "justice".

5 (ii). Defendants shall not include, request or cause any advertisement
6 which mentions their bankruptcy services to be included under any category that includes the
7 word "legal" or any similar term including, without limitation, the word "paralegal."

8 (iii) Defendants shall not request, or otherwise cause, any television
9 commercial referencing any of Defendants' bankruptcy document preparation services, to be
10 broadcast within twenty-four (24) hours before or after any television commercial referencing
11 any of Defendants' non-bankruptcy document preparation services is also broadcast wherein the
12 terms "legal," or any similar term including, without limitation, "paralegal" or "justice," are used
13 in such non-bankruptcy services commercial.

14 (iv). Defendants shall not compare, in any advertisement, Defendants'
15 fees with the fees charged by any other person or entity without first conducting a reasonably
16 thorough investigation into the actual amounts that such other person or entity, or class of
17 persons or entities (e.g. attorneys or other bankruptcy petition preparers) actually charge for such
18 services.

19 (v). Defendants shall notify, in writing, any person or entity with or
20 through whom Defendants request or order any television advertising of the requirements
21 paragraphs 4.a.(i), (ii), (iii) and (iv), above, and shall provide evidence of such written advice
22 upon request by the United States Trustee.

23 (vi). Defendants shall not display, or cause or request to have displayed,
24 on any internet website maintained by any of the Defendants, the term "legal" or similar term
25 including, without limitation, "paralegal" or "justice," where any reference to Defendants'

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1 offering of bankruptcy petition preparation services is also displayed on the same screen or
2 display.

3 b. Defendants shall not provide bankruptcy customers with access to a
4 "Supervising Attorney" or any other legal counsel compensated by Defendants. Should a
5 customer seek legal advice from Defendants, Defendants shall indicate that they are not
6 authorized to provide legal advice of any kind in connection with any bankruptcy case or
7 proceeding (unless otherwise permitted by applicable state and federal law, including 11 U.S.C.
8 §110).

9 c. Defendants shall not select, recommend or, other than typing, assist in
10 completing any bankruptcy papers or forms, including bankruptcy petitions and schedules, on
11 behalf of their customers. Defendants may furnish a "typing service" - consisting solely of
12 transcribing customer-supplied data onto a form or paper which exactly corresponds to the
13 official bankruptcy form or paper - but may not make or recommend any change or suggestion
14 regarding the customer's data other than making inquiry to ensure accurate transcription of the
15 customer-supplied data unless otherwise allowed or required by 11 U.S.C. § 110 as amended by
16 the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (the "BAPCPA") and 11
17 U.S.C. §§ 526 - 528 (2005), provision relating to debt relief agencies.

18 d. Defendants shall not distribute to their customers, for a fee or otherwise,
19 their current documents denominated "Overview" and "Step by Step" manual or any purporting
20 to afford legal guidance to debtors or creditors. However, Defendants may make available for
21 reference or sale generally, materials on the subject of bankruptcy that are publicly available from
22 the office of the clerk of the United States Bankruptcy Court, from any department, agency or
23 instrumentality of the United States, and/or from commercial publishers.

24 e. Defendants shall not require customers, as a condition of doing business,
25 to enter into a "Hold Harmless Agreement" or any other document purporting to waive any legal

1 rights of the customer. However, Defendants may require their customers to execute an
2 acknowledgment that is consistent with the terms of this Judgment and with 11 U.S.C. §110.

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

10 g. Defendants shall disclose, on each bankruptcy document which any of
11 them has prepared or assisted in the preparation, all of the information required by 11 U.S.C.
12 § 110(b) and (c), as those sections existed through October 16, 2005, and the requirements of
13 those sections as amended in the Bankruptcy Abuse Prevention and Consumer Protection Act of
14 2005, effective October 17, 2005.

15 5. Defendants will periodically conduct compliance training and audit employee
16 activities to ensure compliance with the terms of this Judgment.

17 6. Defendants shall pay attorney fees and costs to the United States Trustee in the
18 amount of \$10,000, and shall also refund all of the fee that Sherree L. Lilly paid to Defendant
19 GTOG for Defendants' services. The attorneys fees and costs and refund ordered herein shall be
20 paid within 30 days of the entry of this Judgment. Defendants have agreed to the payment of said
21 amounts based on the unique facts of this case.

22 7. Paragraph five shall become effective sixty days from the date the Judgment is
23 entered on the Court's docket. The remaining paragraphs and provisions of this Judgment shall
24 be effective ten (10) days after the Court executes its approval and enters this Judgment on the
25 Court docket.

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1 Presented by:

2 ILENE J. LASHINSKY
United States Trustee


3

4 RONALD C. BECKER, OSB # 83151
5 Attorney for United States Trustee

6 Approved for Entry:

7 We The People Forms and Service Centers USA, Inc. GTOG Corp.,

8

By:  By: _____
9 JASON CHARLES, General Counsel
10 We The People USA, Inc.

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