



located within the Western District of Texas and also shall furnish a copy of this Judgment to every person in its employ within the Western District of Texas who may have any involvement in providing Defendant's services to the public, and each such person shall be trained and instructed to comply with the terms of this Judgment. WTP-Austin shall post a copy of this Judgment on any website owned or operated by or on its behalf. Defendant WTP-Austin, as the national franchise company, shall ensure that all franchisees within the Western District of Texas 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 Defendant WTP-Austin is a "bankruptcy petition preparer" 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 its 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, Defendant WTP-Austin hereby is enjoined permanently from engaging or participating in the following acts:

- a. advertising or representing to the public that it is 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. providing customers with access to a "Supervising Attorney" or any other legal counsel compensated by Defendant. Should a customer seek legal advice from Defendant, Defendant shall indicate that it is not authorized to

provide legal advice of any kind in connection with any bankruptcy case or proceeding.

- c. selecting, recommending or, other than typing, assisting in completing any bankruptcy papers or forms, including bankruptcy petitions and schedules, on behalf of their customers. Defendant 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. distributing 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 Defendant purporting to afford legal guidance to debtors or creditors. However, Defendant 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. requiring 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, Defendant may require its customers to execute an acknowledgment that is consistent with the terms of this Judgment and with 11 U.S.C. § 110.

f. collecting, receiving, delivering or causing 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-Austin 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 the Defendant, Defendant 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-Austin 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 Defendant based on such non-compliance. With respect to any second or subsequent occurrence of alleged non-

compliance by 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 Defendant nor its 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, attorneys 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.

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