


| UNITED STATES BANKRUPTCY COURT | | PROOF OF CLAIM |
|---|--|--|
| Name of Debtor: WE THE PEOPLE USA, INC. et al. | | Case Number: 10-10503 (KIC) |
| NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. | | |
| Name of Creditor (the person or other entity to whom the debtor owes money or property): RICHARD D. FITZGIBBON | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. |
| Name and address where notices should be sent: RICHARD D. FITZGIBBON 60 MISSION DRIVE, APT B. CAMARILLO, CA 93010-2087 | | Court Claim Number: _____ (If known) Filed on: _____ |
| Telephone number: (805) 388-2593 | | |
| Name and address where payment should be sent (if different from above): N/A | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. |
| Telephone number: N/A | | <input type="checkbox"/> Check this box if you are the debtor or trustee in this case. |
| 1. Amount of Claim as of Date Case Filed: \$499.00 | | 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. |
| If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. | | |
| 2. Basis for Claim: SERVICE NOT PERFORMED (See instruction #2 on reverse side.) | | <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). |
| 3. Last four digits of any number by which creditor identifies debtor: N/A 3a. Debtor may have scheduled account as: N/A (See instruction #3a on reverse side.) | | <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4). |
| 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ N/A Annual Interest Rate N/A % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ N/A Basis for perfection: N/A Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____ | | <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____). |
| 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. | | Amount entitled to priority: \$ _____ |
| 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See Instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: | | *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. |
| Date: 2010 APR 28, A | Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. R. D. FitzGibbon | FOR COURT USE ONLY We the People  00036 |

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the fact value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF DELAWARE

In re

WE THE PEOPLE USA, INC., *et al.*

Debtors.

Chapter 11
Case Nos. 10-10503(KJC), *et seq.*
(jointly administered)

NOTICE

TO: ALL CREDITORS AND OTHER PERSONS OR ENTITIES WHO
MIGHT WISH TO ASSERT CLAIMS IN THESE BANKRUPTCY
CASES

**IF YOU BELIEVE YOU HAVE A CLAIM OR RIGHT TO
PAYMENT AGAINST THE DEBTORS, YOU MUST FILE YOUR
OWN PROOF OF CLAIM, EVEN IF YOU ARE ALREADY ARE
PARTY TO ANY LITIGATION AGAINST THE DEBTORS AND
EVEN IF YOU ARE A MEMBER OF A CLASS CERTIFIED, OR
SOUGHT TO BE CERTIFIED, IN SUCH LITIGATION.**

PLEASE TAKE NOTICE that on March 16, 2010 the United States Bankruptcy Court for the District of Delaware (the "Court") entered an Order Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof (the "Claims Procedures Order") establishing **May 14, 2010** (the "General Bar Date") as the deadline for filing of proofs of claim against We The People USA, Inc. and We The People LLC (collectively and severally, the "Debtors") in the above-referenced cases and establishing the correct procedures for filing proofs of claim.

The Debtors are or were franchisors whose franchisees operate or operated retail stores under the "We the People" trade name for the sale of legal forms. **The Debtors' franchisees are NOT debtors in these bankruptcy cases.**

The Court's claims agent, BMC Group, Inc. (the "Claims Agent") can provide you with forms for the filing of a proof of claim. The form of this notice was approved by the Court. **If you do not comply with the deadlines and procedures in this notice, your claims, if you have any, may be disallowed by the Court.** You should read this notice very carefully and follow all procedures before the deadlines listed below. **If you do not understand this notice, you should consult a lawyer.**

The fact that you have received this notice does not mean that you have a claim or that the Debtors believe that you have a claim. You should not file a proof of claim if you do not have a claim against the Debtors or if the claim you held as of February 19, 2010 has been paid.

PLEASE NOTE: IF YOU FILE A FALSE CLAIM, YOU MAY BE COMMITTING A CRIMINAL VIOLATION UNDER FEDERAL LAW, INCLUDING BUT NOT LIMITED TO 18 U.S.C. § 152(f), AND YOU MAY BE SUBJECT TO A FINE OR IMPRISONMENT OF UP TO 5 YEARS, OR BOTH. TO DETERMINE WHETHER YOUR CLAIM IS FALSE, YOU SHOULD CONSULT A LAWYER.

WHO MUST FILE A PROOF OF CLAIM

According to the Claims Procedures Order, except as provided below, any person, entity, or governmental unit (each a "person," and collectively, "persons") holding a prepetition claim against the Debtor must file a proof of claim. Except as provided below, the General Bar Date will apply to all persons holding claims the Debtor (whether secured, priority or unsecured) that arose prior to the February 19, 2010 (the "Petition Date"). Any person whose claim is not listed in the Debtors' Schedules of Assets and Liabilities and/or Statements of Financial Affairs (collectively, the "Schedules") or is listed in the Schedules as "disputed," "contingent" or "unliquidated" and that desires to participate in this case, and any person whose claim is improperly classified in the Schedules or is listed in the Schedules as an incorrect amount and that desires to have its claim allowed in a classification or amount other than that set forth in the Schedules, must file a proof of claim on or before the General Bar Date.

The Claims Procedures Order further provides that the following Entities need not file a proof of claim by the General Bar Date: (i) a claim for which a proof of claim has already been properly filed with the Claims Agent; (ii) a claim entitled to administrative expense priority pursuant to 11 U.S.C. § 503; (iii) a claim not listed as "disputed," "contingent," and/or "unliquidated" in the Debtors' bankruptcy schedules (the "Schedules"), but only to the extent that the holder of such claim agrees with the nature, classification, and amount of such claims as set forth in the Schedules; (iv) a claim asserted by the United States or any of its agencies, so long as a proof of claim on account of such claim is duly filed on or before the 180th day after the Petition Date (the "U.S. Government Claims Bar Date"); (v) a claim asserted by one of the Debtors against the other; and (vi) a claim previously been allowed by, and/or paid pursuant to, an order of the Court.

For any claim relating to the Debtors' rejection of an executory contract or unexpired lease (a "Rejection Damage Claim") that is approved by an order of the Court entered after entry of the Claims Procedures Order but before confirmation of a plan or conversion of the case to a case under another chapter of the Bankruptcy Code, the deadline to file a proof of claim relating to such claim shall be the later of: (a) the General Bar Date, and (b) 4:00 p.m. EST on the 30th day after the entry of the order pursuant to § 365 of the Bankruptcy Code authorizing such rejection (the "Rejection Bar Date").

If the Debtors amend the Schedules to delete or reduce the liquidated, undisputed, non-contingent amount of a scheduled claim, then the deadline by which the affected claimant must file a proof of claim or to amend any previously filed proof of claim with respect to such amended scheduled claim shall be the later of: (a) the General Bar Date, and (b) 4:00 p.m. EST on the 30th day after the mailing of notice of such amendment to such claimant (the "Schedule Amendment Claim Bar Date").

TIME AND PLACE FOR FILING PROOFS OF CLAIM

The Court has approved the use a proof of claim form (the "Proof of Claim Form") substantially in the form of Official Form No. 10, to evidence the existence, amount, validity, security, and priority of claims in this case along with instructions on completing the Proof of Claim Form substantially in the form accompanying Official Form No. 10. For your convenience, enclosed with this notice is a Proof Of Claim Form and official instructions for completing it.

For any proof of claim to be validly and properly filed, a signed original of the completed Proof of Claim Form, together with all accompanying documentation, must be filed not later than the applicable Bar Date. In order to file a proof of claim with the Court, it must be delivered to the Claims Agent so that it is actually received by the Claims Agent on or before 4:00 p.m. Eastern Time on the date that it is intended to be filed. The address of the Claims Agent is:

If by mail:
BMC Group, Inc.
Attn: We The People
Claims Processing
P.O. Box 3020
Chanhasen, MN 55317-3020

If by messenger or overnight delivery:
BMC Group, Inc.
Attn: We The People
Claims Processing
18750 Lake Drive East
Chanhasen, MN 55317

Creditors shall be permitted to file proofs of claim only by mail (postage prepaid), by courier, or by overnight delivery (such as by FedEx, UPS, DHL, or Express Mail). Filing shall be deemed complete upon the Claims Agent's actual receipt of the original of the completed, executed Proof of Claim Form. Any claimant wishing to receive acknowledgment of the Claims Agent's receipt of its proof of claim must submit an additional copy of the proof of claim (stamped "COPY") and a self-addressed stamped envelope with sufficient return postage.

PLEASE NOTE IMPORTANT RESTRICTIONS:

- Attempting to deliver a proof of claim by electronic mail, by facsimile, or by any means not described above will **not** constitute the filing of a proof of claim unless a signed **original** of the completed Proof of Claim Form is also **timely received** by the Claims Agent in an approved manner described above on or before the applicable Bar Date.
- Service by any means upon the Debtors, the Debtors' attorneys, or the United States Trustee will **not** be accepted unless the signed **original** of the completed Proof of Claim Form is also **timely received** by the Claims Agent in an approved manner described above.
- Please be sure to address your Proof of Claim Form carefully and pay the correct postage. Neither the Claims Agent nor the Debtors can be responsible if your Proof of Claim Form is not received or is received late because of an improper or incomplete address, or because insufficient postage was included. The Claims Agent will not accept C.O.D. or postage-due deliveries.
- Please note that, according to the Claims Procedures Order, the Bar Dates are the dates that your Proof of Claim Form must be **actually received** by the Claims Agent. If you mail your Proof of Claim Form on the applicable Bar Date, your claim may be deemed late by the Court and disallowed. If you choose to file your Proof of Claim Form by U.S. mail, please allow enough time to ensure that it will be **received** by the Claims Agent by or before the applicable Bar Date. If you rely upon any vendor, including but not limited to the United States Postal Service, an overnight delivery service, or a courier, to deliver your Proof of Claim Form to the Court, you should allow enough time to confirm the Court's timely receipt of it. You should follow up with the Claims Agent to ensure that it was timely received and filed with the Claims Agent. The Claims Agent and the Debtor cannot be responsible for any delays in delivery.
- Please be sure to include **copies** of any applicable documents to your Proof of Claim Form, including but not limited to contracts, agreements, invoices, work orders, loan documents, dated-stamped security interest filings, dated-stamped mortgages, and other evidence of your claim. **Do not send originals of these backup documents.** If you do not attach copies of the applicable backup documents, the Court may not allow your claim.

CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Except any person (i) whose claim is not listed in the Schedules, or is listed in the Schedules as disputed, contingent, and/or unliquidated, and that desires to participate in these Chapter 11 cases, to share in any distribution in these Chapter 11 cases, and/or to retain any rights in property of the Debtors, or (ii) that desires to have its claim allowed in a classification or amount other than as set forth in the Schedules, must file a proof of claim on or before the applicable Bar Date if such person believes its claim is improperly classified in the Schedules and/or is listed in an incorrect amount. Except as provided above, any person that is required to file a proof of claim in these Chapter 11 cases (pursuant to the Bankruptcy Code, the Bankruptcy Rules, or any order of the Court) with respect to a particular claim but fails to do so in a timely manner shall be forever barred, estopped, and enjoined from: (i) asserting any claim against the Debtors, their successors and assigns, in these Chapter 11 Bankruptcy Cases that (a) is in an amount that exceeds the amount, if any, that is set forth in the Schedules as undisputed, noncontingent, and liquidated, or (b) is of a different nature, is of a different priority, is of a different classification of secured status, or is in a different classification than the amount, if any, that is set forth in the Schedules as undisputed, noncontingent, and liquidated (any such claim being referred to as an "Unscheduled Claim"); and (ii) voting upon, or receiving distributions under, any plan in these Chapter 11 cases with respect to such Unscheduled Claim. **Any person that relies solely on the Schedules shall bear the exclusive responsibility for determining that its claim is accurately scheduled therein.**

If it is unclear from the Schedules or this notice whether your claim is disputed, contingent or unliquidated as to the amount, or is otherwise properly scheduled and classified, you should ask your lawyer whether to file a proof of claim by the applicable Bar Date to protect your interests.

RESERVATION OF RIGHTS

Under the Claims Procedures Order, the Debtors retain the right to dispute or assert offsets or defenses against any claim as to nature, amount, liability, classification or otherwise, and/or subsequently to amend its Schedules to designate any claim as disputed, contingent, or unliquidated. Nothing in the Claims Procedures Order precludes or limits the Debtor or any other party in interest from objecting to any claim, whether scheduled or filed, on any grounds.

DEFINITION OF CLAIM

For purposes of this notice, the word "claim" means: (i) any right to payment, whether or not such right is reduced to judgment, liquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

ADDITIONAL INFORMATION

If you require additional information regarding the procedures for filing a Proof of Claim or additional copies of documents, the Claims Agent has furnished a call center at (888) 909-0100, or you can visit the Claims Agent's website at <http://www.bmcgroup.com/WeThePeople>. If you require additional information on whether you should file a Proof of Claim and/or how to prepare one, you should contact an attorney. **The Claims Agent is unable to give you legal advice.**

Dated: March 18, 2010

BY ORDER OF THE COURT

Adam Hiller, Esquire
Pinckney, Harris & Weidinger, LLC
1220 North Market Street, Suite 950
Wilmington, DE 19801

Attorneys for the Debtors

Please note that a larger copy of this notice may be downloaded from the Claims Agent's website:

<http://www.bmcgroup.com/WeThePeople>

or by calling the Claims Agent toll free at (888) 909-0100.

HELP THE PEOPLE
2550 VINEYARD AVE
STE 130
OXNARD, CA 93030
805-487-1810

REPRINT

Merchant ID: 8006268703
Term ID: 001054000080626870300

Sale

4217661373859263

Exp: 07/10

VISA

Entry Method: Swiped

Total:

\$ 499.00

02/13/07

10:27:50

Inv #: 000001

Appr Code: 010275

Apprvd: Online

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

R. D. FitzC.
FITZGERALD, RICHARD D

- Merchant Copy

THANK YOU!

We The People

Forms and Service Center of Oxnard
2550 Vineyard Ave., Ste. 130
Oxnard, CA 93030
tel 805.278.1490

LEGAL DOCUMENT ASSISTANT

CONTRACT FOR SELF-HELP SERVICES

This is a contract between, We The People and you, RUTH ANN & RICHARD DAVID FITZGIBBON, for the self-help services described in Part I below. I am the "legal document assistant" and you are the "client."

IMPORTANT NOTICES

1. You should read and understand this entire contract before you sign it. You should understand the kinds of services that I can and cannot perform for you (see Part I below).
2. I am not an attorney. I cannot perform the legal services that an attorney performs. I cannot engage in the practice of law.
3. The county clerk has not evaluated or approved my knowledge or experience, or the quality of my work.
4. I cannot keep your original documents if you request that I return them to you. I cannot keep your original documents if you and I do not sign this contract or if this contract terminates (ends) for any reason. I cannot keep your original documents after all of the contract services have been provided (see Part I below). It is a violation of California law if I keep your original documents under any of these circumstances.
5. It is a violation of California law if I make any false or misleading statement to you.
6. I cannot obtain special favors from, and I do not have any special influence with, any court or any state or federal agency.
7. As required by law, I have filed a bond or made a cash deposit and have registered as a legal document assistant in each county where I will perform services on your behalf.

I. SELF-HELP SERVICES

Kinds of services that I can perform for you: I can perform the following self-help services for you in connection with a legal matter in which you are representing yourself: I can type or otherwise complete, as you specifically direct, legal documents that you have

selected. I can provide you general published factual legal information that has been written or approved by an attorney, to help you represent yourself. I can provide you published legal documents. I can file and serve legal forms and documents as you specifically direct.

These are the only kinds of services that I can perform for you. I cannot provide you any service if you need additional services. If you need additional services, then you require the services of an attorney.

Kinds of services that I cannot perform for you: I cannot provide you any self-help service unless you are representing yourself in a legal matter and the self-help service relates to that legal matter.

I cannot engage in the practice of law. This means that I cannot give you any kind of advice, explanation, opinion or recommendation about possible legal rights, remedies, defenses, strategies or options that you may have. I cannot give you any advice, explanation, opinion or recommendation regarding selection of forms.

I will provide you all the following services (list all services for which the client is being charged):

- A. Living Trust
- B. _____
- C. _____
- D. _____

You are paying me only for those services listed above and no others. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

II. FEES AND EXPENSES

You agree to pay me the following fees, costs and expenses:

A. A flat fee in the total amount of \$ 499⁰⁰ for all services, costs and expenses, to be paid as follows (itemize services, costs and expenses and state terms of payment): VISA

OR
B. A rate of \$ _____ per hour, not to exceed a total of \$ _____ for all ~~services, costs and expenses. I will provide you a statement itemizing all services rendered, expenses incurred, and the balance owed, each time a payment is due.~~

III. CANCELLATION

You may cancel this contract for any reason within 24 hours after we both have signed it.

If you cancel the contract, I must immediately refund any fees which you have paid me. The only fees that I may keep are fees for services which I have actually, necessarily and reasonably performed on your behalf during the 24-hour period. I cannot keep any fees for services performed during the 24-hour period unless you knew that I would perform those services and you agreed in this contract that I would perform them.

To cancel this contract, send me a written notice stating that you are canceling the contract. Mail the notice by first-class mail with the correct postage, and send it to me at my address (see Part V below). Cancellation takes effect on the date of the postmark on the notice. You can also cancel this contract by delivering a written notice of cancellation to my address within the 24-hour period.

You may also cancel this contract at any time if I:

- Fail to give you a copy of this contract before providing any services to you, or
- Fail to specify in the contract the services which I will perform and the costs of those services, or
- Fail to give you a copy of the contract in English and in any other language that you understand and that was principally used in any oral sales presentation or negotiation leading to execution of the contract.

If you cancel this contract for any of these reasons, I must immediately refund in full any fees which you have paid me.

You may also cancel this contract at any time if you have legal cause.

IV. ATTORNEY'S FEES AND COSTS

In the event of suit for damages arising from this contract or to enforce any of its provisions, the court may award the prevailing party his or her reasonable attorney's fees and costs.

V. DESCRIPTION OF THE PARTIES

Legal Document Assistant

Full Name: Shawna L. Deroo
Business name (if different): We The People of Oxnard
Street address of business: 2550 Vineyard Ave., Ste. 130
City, State, ZIP: Oxnard, CA 93030
Telephone number: 805-278-1490
Fax number (if any): 805-278-1491

Registration number in county where services will be provided: 32

Date of Expiration: 3/29/08

County: Ventura

I have filed a bond or made a cash deposit in the following counties: Ventura

Client

Name of client: RICHARD D. FITZ-GERBON
Name of client: SUTH ANN FITZ-GERBON
Street address: 60-B MESSON DRIVE
City, State, ZIP: CAMARILLO, CA 93010
Telephone number: 805-388-2593

Title or brief description of the legal matter in which the client is representing himself or herself: _____

Living Trust

VI. SIGNATURES

Executed at Oxnard, California.

[Signature]
(Signature of Legal Document Assistant)

2/13/07
(Date)

Notices to Client

You may obtain information from the local bar association or a legal aid or legal services office regarding free or low-cost representation by a lawyer.

You may contact the local police, sheriff, district attorney or legal aid or legal services office if you believe that you are the victim of fraud, unauthorized practice of law or other injury.

R.D. Fitz
(Client)

13 FEB 07
(Date)

[Signature]
(Client)

13 Feb. 07
(Date)

(THIS CONTRACT IS NOT VALID OR BINDING UNTIL THE LEGAL DOCUMENT ASSISTANT HAS GIVEN ALL CLIENT PARTIES A FULLY EXECUTED COPY OF IT, INCLUDING AN ACCURATE TRANSLATION OF IT IN ANY LANGUAGE OTHER THAN ENGLISH THAT THE CLIENT UNDERSTANDS AND THAT WAS PRINCIPALLY USED IN ANY ORAL SALES PRESENTATION OR NEGOTIATION LEADING TO EXECUTION OF THE CONTRACT.)

INDEMNIFICATION AGREEMENT

I understand that all work to be performed by We The People under the Legal Document Assistant Contract for Self-Help Services will be done at my direction and using information supplied by me, and that We The People has no obligation to independently verify the information supplied.

Therefore, I agree to be solely responsible for the accuracy of the information which I supply We The People, and to hold harmless We The People and its agents from any and all liability which they may sustain from rendering services on my behalf.

I further agree that should any disputes arise under the contract or this agreement, venue shall be in Ventura County, California.

[Signature]
(Customer)

02-13-07
(Date)