


UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: We the People USA, Inc., et al.	Case Number: 10-10503-KJC	
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): Carroll Martin, individually and as representative of a class of individuals similarly situated	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Name and address where notices should be sent: The Smith Law Firm, LLC 225 S. Meramec Ave., Suite 532 Clayton, MO 63105	Court Claim Number: _____ (If known)	
Telephone number: (314) 725-4400	Filed on: _____	
Name and address where payment should be sent (if different from above): Same as above.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>RECEIVED</b>  <b>MAY 14 2010</b>  <b>BMC GROUP</b> </div>	
Telephone number: (314) 725-4400	<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.	
1. Amount of Claim as of Date Case Filed: \$ 1,795,500.00	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
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.	<b>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.</b>	
If all or part of your claim is entitled to priority, complete item 5.	Specify the priority of the claim.	
<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.	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	
2. Basis for Claim: <u>tort, equitable and statutory</u> (See instruction #2 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).	
3. Last four digits of any number by which creditor identifies debtor: <u>n/a</u>	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5)	
3a. Debtor may have scheduled account as: <u>n/a</u> (See instruction #3a on reverse side.)	<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).	
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.	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____).	
Describe: Value of Property: \$ _____ Annual Interest Rate _____%	<b>Amount entitled to priority:</b> \$ _____	
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____	*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.	
Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
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:		
Date: 5/12/10	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.	<b>FOR COURT USE ONLY</b> We the People  00075

**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](http://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.

\$450.00 (approximate amount of money paid to debtor and affiliates)

\$900.00 (approximate amount of interest or statutory treble damages)

\$445.50 (approximate amount of recoverable attorney fees)

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\$1,795.50 (approximate total of individual claim)

\$1,795,500.00

(approximate total damages (excluding court costs and punitive damages) available to class of approximately 1000 proposed class members in Philip H. Jones, et al. v. Dollar Financial Corp., et al., 09SL-CC04715 (Circuit Court of Saint Louis County, Missouri))

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI  
21<sup>st</sup> JUDICIAL CIRCUIT

RECEIVED 11 18 20

PHILIP H. JONES, as an individual and )  
as representative of a class of persons )  
similarly situated, )

Plaintiff )

CARROLL MARTIN, f/k/a CARROLL )  
MEYER, as an individual and as )  
representative of a class of persons )  
similarly situated, )

Plaintiff )

vs. )

DOLLAR FINANCIAL CORP., serve )  
Jeffrey A. Weiss, 1436 Lancaster Avenue, )  
Suite 300, Berwyn, Pennsylvania 19312, )  
Service by Chester County (PA) Sheriff )

Defendant )

WE THE PEOPLE USA, INC., serve )  
Jeffrey A. Weiss, 1436 Lancaster Avenue, )  
Suite 300, Berwyn, Pennsylvania 19312, )  
Service by Chester County (PA) Sheriff )

Defendant )

WE THE PEOPLE OF GREATER ST. )  
LOUIS INCORPORATED, serve registered )  
agent Francis James Murphy, Jr., 2722 )  
Brentwood Blvd, St. Louis, MO 63144 )  
Service by St. Louis County (MO) Sheriff )

Defendant )

Cause No. 09SL-CC-04715

Div. 09SL-CC-04715

1

CLASS ACTION PETITION

Plaintiffs Philip Jones ("Jones") and Carroll Martin ("Martin") bring this action on behalf of themselves and all others similarly situated against We the People USA, Inc.

("WTP USA"), Dollar Financial Corp. ("Dollar"), and We the People of Greater St. Louis Incorporated ("WTP STL").

### INTRODUCTION

1. This action is brought by Plaintiffs on behalf of themselves and a proposed class of persons (more specifically set forth and defined below in the "Class Action Allegations" section of the Petition) who paid Defendants to draw papers, pleadings and other documents for completing their uncontested dissolution of marriage ("divorce") cases in Missouri.

2. Defendant WTP STL is a Missouri limited liability company that operates an office at 2722 S. Brentwood Boulevard, in Brentwood, Missouri. WTP STL is one of approximately ninety-seven legal document preparation franchises of Dollar and/or WTP USA.

3. Dollar is a Delaware corporation.

4. WTP USA is a Delaware corporation.

5. The defendants have in place a standard procedure that occurs whenever a customer seeking a divorce visits the office of WTP STL. The steps of the procedure are:

- a. The customer completes a workbook containing various questions relating to the customer's personal and financial characteristics.
- b. The customer pays money to one or all of the defendants.
- c. The local franchise forwards the completed workbook to the Central Processing Center.

- d. The Central Processing Center uses the information supplied in the workbook to prepare the legal paperwork necessary for obtaining a divorce.
- e. The Central Processing Center sends the prepared legal documents to the local franchise (in this case WTP STL) where it is made available to the customers.
- f. The customers are then responsible for filing the paperwork and appearing in Court.

6. WTP USA and WTP STL refer to themselves in promotional material as a “Document Preparation Service” and “document preparation company”. They describe their business as: “Low cost, fast, accurate document preparation services for simple, uncontested legal actions like divorce, wills, name changes, incorporations, restraining orders, living trusts and more than 80 other types of legal documents.”

7. Missouri law relating to the unauthorized practice of law specifically addresses and prohibits the services provided and advertised by the defendants. For example, R.S.Mo. §484.010.1 defines the “practice of law” as, among other things, “the drawing of papers, pleadings or documents...in connection with proceedings pending or prospective before any court of record...”

8. None of the defendants at any time referenced herein, are/were attorneys or law firms, nor do they purport to be attorneys or law firms.

9. There are strong public policy considerations supporting the Missouri unauthorized practice of law statutes. For example:

- a. Non-lawyers are not subject to the same licensing requirements as lawyers.
- b. Non-lawyers are not subject to background and character fitness examinations.
- c. Non-lawyers do not subject themselves to any disciplinary authority.
- d. A customer of an attorney may rely on a malpractice theory in the event that the attorney fails to carry out his or her duty to the customer; whereas, customers of defendants are afforded no similar remedy.

10. In addition to licensing franchises, Dollar and WTP USA act in concert with each franchise, including WTP STL, to draw papers, pleadings, instruments or documents relating to court proceedings or affecting secular rights. Dollar and WTP USA maintain a central office and require that all franchises, including WTP STL, allow Dollar and WTP USA to assist in the drawing of said pleadings and legal documents.

11. WTP USA, Dollar and WTP STL receive compensation from customers for drawing papers, pleadings or documents relating to court proceedings or affecting secular rights.

12. Plaintiffs are both Missouri residents, and, at all times described herein, were residents of St. Louis County, Missouri.

13. Plaintiff Jones paid the defendants to draw documents to dissolve his marriage in a court proceeding in Missouri. The defendants accepted the money in exchange for preparing the legal documents.

14. Plaintiff Martin paid WTP STL to draw documents to dissolve her marriage in a court proceeding in Missouri. The defendants accepted the money in exchange for preparing the legal documents.

15. The transactions in which Martin and Jones paid defendants occurred in St. Louis County, Missouri.

### **CLASS ACTION ALLEGATIONS**

16. Plaintiffs represent two proposed sub-classes of individuals:

- a. Those individuals who paid defendants (after October 30, 2007) to prepare legal pleadings and documents, for filing in each individual's uncontested divorce case.
- b. Those individuals who paid defendants (at any time after October 30, 2004, up to and including October 30, 2007) to prepare legal pleadings and documents for filing in each individual's uncontested divorce case.

17. The classes are believed to comprise many individuals, the joinder of which is impracticable; and the members of the proposed classes are so numerous that it is impractical to bring them all before the Court in this action. Moreover, the amount of damages suffered individually by each member of the proposed class is so small as to make suit for its recovery by each individual member of the proposed class economically unfeasible.

18. Class treatment of the claims asserted herein will provide substantial benefit to both the parties and the court system. A well-defined commonality of interest



in the questions of law and fact involved affects all Plaintiffs and proposed class members.

19. There are common questions of law and fact applicable to the claims asserted on behalf of the proposed class. These questions include:

- a. Whether the Defendants' actions constitute the "practice of law".
- b. Whether the Defendants' actions constitute "law business".
- c. Whether Defendants acted with the malice necessary for the imposition of punitive damages.
- d. Whether this action is maintainable as a class action.
- e. Whether members of the proposed class have a right to recover fees paid to Defendants and recover treble damages.
- f. Whether Defendants are bound by the provisions of Sections 484.010 and 484.020 R.S.Mo.

20. Jones' claim is typical of the claims of every member of the proposed subclass "a".

21. Jones paid for document preparation services in March of 2008.

22. Martin's claim is typical of the claims of every member of proposed subclass "b".

23. Martin paid for document preparation services in November of 2004.

24. Both Jones and Martin will adequately and fairly represent and protect the interests of the proposed classes of individuals. Neither party has any interest antagonistic to those of the classes.

25. Both plaintiffs are fair representatives, who will adequately represent their respective subclasses, as required by R.S.Mo. §407.025.2.

26. Plaintiffs have retained competent and experienced counsel in the prosecution of this category of litigation.

27. The questions of law and fact common to the members of the classes, some of which are set out herein, predominated over any questions affecting only individual members of the class.

28. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because members of the class number in the thousands and individual joinder is impracticable. The expenses and burden of individual litigation would make it impracticable or impossible for proposed members of the class to prosecute their claims individually and create an unnecessary burden on the court system. Trial of Plaintiffs' claims is manageable.

29. Unless a class is certified, Defendants will retain monies received as a result of its schemes to collect fees from Plaintiffs and the class. Unless a class-wide injunction is issued, Defendants will continue to commit violations against its customers. These customers will suffer irreparable harm as a result.

30. This action is maintainable as a class action pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure and pursuant to section 407.025.3 R.S.Mo.

**COUNT I – DAMAGES FOR UNAUTHORIZED PRACTICE OF LAW**  
**484.010, et seq., R.S.Mo.**

31. Plaintiffs restate and incorporate all other averments contained in this petition.

32. Defendants are prohibited from engaging in the practice of law in the State of Missouri.

33. Missouri law relating to the unauthorized practice of law specifically addresses and prohibits the services provided and advertised by the defendants. For example, R.S.Mo. §484.010.1 defines the “practice of law” as, among other things, “the drawing of papers, pleadings or documents...in connection with proceedings pending or prospective before any court of record...”

34. Defendants charged its customers a fee, typically amounting to hundreds of dollars, to draw papers, pleadings or documents in connection with proceedings pending or prospective before Courts of law. Jones, Martin and all proposed class members were charged these fees. Moreover, Jones, Martin and all proposed class members paid these fees.

35. By charging these fees to its customers, Defendants engaged in the practice of law in the State of Missouri, and are therefore liable to each Customer to whom it charged such a fee.

36. No Defendant is licensed to engage in law business or the practice of law in Missouri.

WHEREFORE, Plaintiffs and the class pray for the relief requested in the Request for Relief set forth below in this Class Action Petition.

#### **COUNT II – DAMAGES FOR ENGAGING IN LAW BUSINESS**

37. Plaintiffs incorporate by reference all other paragraphs of this petition as if fully set forth herein.

38. “Law business” is defined in R.S.Mo. 484.010 as “...the drawing or the procuring of or assisting in the drawing for a valuable consideration of any paper, document or instrument affecting or relating to secular rights...”

39. Defendants charged its customers a fee, typically amounting to hundreds of dollars, to draw or assist in the drawing of papers, documents and instruments affecting property or other secular rights. Jones, Martin and all proposed class members were charged these fees. Moreover, Jones, Martin and all proposed class members paid these fees.

40. Divorce pleadings and documents are documents or instruments affecting or relating to secular rights.

41. The document preparation services provided to Plaintiffs and all proposed class members relate to secular rights.

42. The Plaintiffs and all proposed class members provided valuable consideration in exchange for document preparation services provided by the Defendants.

43. No Defendant is licensed to practice law or engage in law business in Missouri.

WHEREFORE, Plaintiffs and the class pray for the relief requested in the Request for Relief set forth below in this Class Action Petition.

**COUNT III – DAMAGES FOR VIOLATION OF SECTION 407.010, et seq.**  
**(UNLAWFUL MERCHANDISING PRACTICES)**

44. Plaintiffs incorporate by reference all other paragraphs of this petition as if fully set forth herein.

45. Between October 30, 2004, and the present, Defendants were in the business of selling and advertising for sale merchandise in trade or commerce within the State of Missouri.

46. By engaging in the unauthorized practice of law, Defendants have violated R.S.Mo. §407.010 et seq.

47. By engaging in law business, the Defendants have violated R.S.Mo. §407.010 et seq.

48. Document preparation and the drawing of documents, papers, pleadings and instruments is a service and merchandise under 407.010 *et seq.*

WHEREFORE, Plaintiffs and the class pray for the relief requested in the Request for Relief set forth below in this Class Action Petition.

**COUNT IV – DAMAGES FOR VIOLATION OF SECTION 407.010, et seq.,  
(UNLAWFUL MERCHANDISING PRACTICES)**

49. Plaintiffs incorporate by reference all other paragraphs of this petition as if fully set forth herein.

50. Document preparation and the drawing of documents, papers, pleadings and instruments is a service and merchandise under 407.010 *et seq.*

51. Plaintiffs and the class paid for the drawing of documents, papers, pleadings and instruments for personal or household uses.

52. The charging of fees, not allowed by law, was deceptive or unfair in violation of 407.010 *et seq.*

53. Defendants did not advise Plaintiffs that it was charging fees that are illegal and Defendants concealed from Plaintiffs that they were charging Plaintiffs illegal fees.

54. Further, by charging these fees, Defendants' conduct resulted in unlawful charges and constituted a deceptive practice.

55. Pleading alternatively, Defendants' representations with respect to the document preparation services constitute the omission or suppression of a material fact in violation of the provisions of 407.020 in that the defendants failed to disclose that their actions amounted to the unauthorized practice of law and law business.

56. 407.010 *et seq.* requires honesty in fact with relation to all sales of merchandise.

57. As a result of Defendants' actions, Plaintiffs and the class suffered ascertainable loss.

WHEREFORE, Plaintiffs and the class pray for the relief requested in the Request for Relief set forth below in this Class Action Petition.

#### **COUNT V – MONEY HAD AND RECEIVED**

58. Plaintiffs incorporate by reference all other paragraphs of this petition as if fully set forth herein.

59. Defendants have received monies which in equity and good conscience ought to be paid to Plaintiffs.

60. The conduct of Defendants was malicious, corrupt, and intentional and/or reckless.

WHEREFORE, Plaintiffs and the class pray for the relief requested in the Request for Relief set forth below in this Class Action Petition.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiffs, both individually and for each member of the proposed class pray for a judgment:

- A. Certifying the class as requested herein;
- B. Appointing The Smith Law Firm, LLC, as lead counsel for both subclasses;
- C. Awarding Plaintiff Jones and members of the proposed subclass “a” treble damages in the sum of three times the amount of fees paid to defendants;
- D. Awarding Plaintiff Martin and members of the proposed subclass “b” the sum of fees paid to defendants, plus interest at the rate of nine percent (9%) from the date of payment.
- E. Awarding declaratory and injunctive relief as permitted by law or equity including a preliminary and permanent injunction enjoining Defendants from continuing the unlawful practices as set forth herein and directing Defendants to identify, with Court supervision, victims of their conduct and pay them restitution and disgorgement of all monies acquired by Defendants by means of any act or practice declared by this Court to be wrongful;
- F. Awarding punitive damages in an amount to be determined;
- G. Awarding post-judgment interest;
- H. Awarding attorneys’ fees and costs;

I. Providing such further relief as may be fair and reasonable.

Respectfully submitted,  
THE SMITH LAW FIRM, LLC



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Neil Smith, Bar Number 56789  
225 S. Meramec, Suite 532  
Clayton, MO 63105  
Phone: 314-725-4400  
Fax: 800-805-4563  
neil@neilsmithlaw.com



# THE SMITH LAW FIRM

A LIMITED LIABILITY COMPANY  
225 SOUTH MERAMEC, SUITE 532  
SAINT LOUIS, MISSOURI 63105

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TELEPHONE (314) 725-4400  
FACSIMILE (800) 805-4563  
NEIL@NEILSMITHLAW.COM

May 13, 2010

BMC Group Inc  
Attn: We The People Claims Processing  
18750 Lake Drive East  
Chanhassen, MN 55317

**Re: Debtors: We The People USA, Inc. (10-10503)**  
**We The People LLC (10-10504)**

*Sent via FedEx*

Dear Sir or Ma'am,

Please find enclosed eighteen proofs of claim.

Thank you for your attention and courtesies in this matter. As always, call or email with any questions.

Sincerely,



Neil Smith,  
Attorney at Law

Enclosure