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ALAMEDA COUNTY

JAN 03 2007

CLERK OF THE SUPERIOR COURT
BY [Signature] DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

**JACKSON HEWITT INC.; JACKSON HEWITT
TAX SERVICE INC.; and TAX SERVICES OF
AMERICA, INC.,**

Defendants.

Case No. **RG07-304558**

JUDGMENT

Date action filed: January 3, 2007

Plaintiff, the People of the State of California through Bill Lockyer, Attorney General, and Defendants Jackson Hewitt Inc., Jackson Hewitt Tax Service Inc., and Tax Services of America, Inc., appearing through counsel, having stipulated to the entry of this Judgment without the taking of proof or trial; this Judgment not constituting evidence of or an admission regarding any issue alleged in the Complaint; the Court having considered the Stipulation to Entry of Judgment executed by the parties and filed herewith; and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1 8. For purposes of this Judgment, "Loans" shall refer to loans provided to Jackson Hewitt
2 customers, including "Refund Anticipation Loans" (RALs), "Money Now" loans, "Holiday
3 Loans," or any other loans to be repaid from a taxpayer's anticipated tax refund.

4 9. For purposes of this Judgment, "Non-RAL Financial Products" shall refer to
5 "Accelerated Check Refunds" (ACRs), "Assisted Direct Deposits" (ADDs), "Assisted Refunds"
6 or other similar financial products.

7 10. For purposes of this Judgment, "Refund-Based Financial Products" shall refer
8 collectively to Loans and Non-RAL Financial Products.

9 11. For purposes of this Judgment, whenever an offer to make available a service or
10 product is made orally at the point of sale, then any required disclosure must be made orally as
11 well, and prior to the customer's committing to purchase the service or product. Specific
12 references to oral disclosures elsewhere in the Judgment are in addition to this requirement.

13 12. Defendants are immediately and permanently enjoined and restrained from the
14 following:

15 Refund-Based Financial Products and Tax Refunds

16 A. Advertising or making available any Loans to Jackson Hewitt customers, unless:

17 1. All Media Advertising regarding Loans clearly and conspicuously discloses,
18 as prominently as any other message in the advertising, that the product is a
19 loan; and

20 2. All Point-of-Sale Advertising regarding Loans clearly and conspicuously
21 discloses that the product is a loan.

22 B. Making Statements regarding Loans that use the term "your money" or any similar
23 term that implies that Loans are consumers' tax refunds.

24 C. Making Statements that Jackson Hewitt's customers' "[a]verage refund is \$400
25 more than the average IRS refund" or other comparisons involving average refund
26 amounts.

27 D. Advertising or making available Refund-Based Financial Products, unless:
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1. All Media Advertising and Point-of-Sale Advertising for Refund-Based Financial Products clearly and conspicuously discloses that there is an additional fee for the product in question.
2. During the tax interview, before the customer has committed to purchasing a Refund-Based Financial Product, Jackson Hewitt clearly and conspicuously discloses, orally and in writing:
 - a. The price of the product;
 - b. That customers can get their refund directly from the IRS without charge;
 - c. That by electronically filing the return and receiving the refund by direct deposit, customers can obtain their refund within __ days [*the number of days then shown by the Internal Revenue Service on its Refund Cycle Chart (or the equivalent) as the time needed to receive a refund in this manner*]; and
 - d. That by electronically filing the return and receiving the refund by U.S. Mail, customers can obtain their refund within __ days [*the number of days then shown by the Internal Revenue Service on its Refund Cycle Chart (or the equivalent) as the time needed to receive a refund in this manner, allotting 5 additional days for U.S. mail delivery*];
3. Whenever a Jackson Hewitt customer is presented with a list of choices of how to receive the proceeds of a tax refund (including Refund-Based Financial Products), whether orally or in writing, the options are arranged in ascending order of cost to the customer (i.e., with the free (refund) options placed first on the list and the most expensive options placed last on the list), with the fastest free option listed first.

E. Making Statements using the term "SuperFast Refunds" (or any other term employed by Jackson Hewitt to refer to the company's asserted ability to process refunds quickly), unless:

1 1. All Media Advertising that uses the term clearly and conspicuously discloses,
2 as prominently as any other message in the advertising:

3 a. The amount of time that it will take customers to receive their refunds
4 through this method; and

5 b. That the term refers to a refund (i.e., rather than a loan);

6 2. All Point-of-Sale Advertising that uses the term clearly and conspicuously
7 discloses:

8 a. The amount of time that it will take customers to receive their refunds
9 through this method; and

10 b. That the term refers to a refund (i.e., rather than a loan).

11 F. Advertising or making available the Jackson Hewitt CashCard, ipower CashCard,
12 or any similar product unless:

13 1. All Media Advertising for the product clearly and conspicuously discloses
14 that a customer must pay additional fees for acquisition and use of the
15 product;

16 2. During the tax interview, the cost of acquisition and typical use of the
17 product is clearly and conspicuously disclosed, orally and in writing, before
18 the customer is asked to choose a means of disbursement of Refund-Based
19 Financial Product proceeds; and

20 3. All fees of any kind involving the product are disclosed clearly and
21 conspicuously to the customer before the customer has committed to
22 purchasing the card.

23 G. Advertising or making available the Jackson Hewitt CashCard, ipower CashCard,
24 or any similar product if any Statement regarding the product claims or implies
25 that receiving money via these products is less expensive than receiving the
26 money via check.

27 H. Making any oral or written Statements to customers that are inconsistent with any
28 of the disclosures required by this Judgment.

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1 outstanding Loan-related or Non-RAL Financial Product-related debts, or
2 any debt for tax preparation and related services owed to Jackson Hewitt,
3 including:

- 4 a. Any Loan-related debt owed to Jackson Hewitt's RAL-lending bank(s);
- 5 b. Any Loan-related debt owed to the RAL-lending bank of a different tax
6 preparer; or

- 7 4. Attempting to obtain or obtaining a customer's agreement to revive or
8 reaffirm or waive defenses with respect to stale debts – that is, debts as to
9 which the limitations period has expired – as part of the process of offering a
10 Refund-Based Financial Product.

11 Privacy of Confidential Tax Return Information

- 12 L. Using or disclosing a customer's tax return information for any purpose other than
13 filing a tax return without

- 14 1. Clearly and conspicuously disclosing to the customer, in a stand-alone
15 document, each proposed use or disclosure of the information, including to
16 whom the disclosure will be made and how the information will be used;
- 17 2. Presenting that document with an oral reminder that customers have the legal
18 right to decide whether or not to share the private information in their tax
19 return; and
- 20 3. Obtaining on that document the explicit, separate written consent of the
21 customer for each such use or disclosure.

- 22 M. Disclosing a customer's tax return information to any person or entity that has not
23 agreed, in writing, that it will not disclose the information or use it for any
24 purpose other than that for which the customer's permission was specifically
25 given in accordance with paragraph L; provided that this paragraph does not apply
26 to a RAL-lending bank that has a separate written agreement with the customer, in
27 a document devoted solely to this purpose, regarding the use or disclosure of this
28 information.

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1 P. Offering the Gold Guarantee (or similar product) without clearly and
2 conspicuously disclosing during the tax interview, before customers are asked
3 whether they would like to choose the Gold Guarantee, the terms of the Basic
4 Guarantee (or similar product) that is included with the price of tax preparation –
5 i.e., that Jackson Hewitt will pay any interest or penalties a customer may owe to
6 the IRS or a state agency as a result of the tax preparer's error, whether or not the
7 customer purchases the Gold Guarantee.

8 Prohibition on Extra Charges for EITC Recipients

9 Q. Facilitating Refund-Based Financial Products for financial institutions that charge
10 a customer who is a recipient of the Earned Income Tax Credit ("EITC"), or
11 facilitating or participating in any offer of Refund-Based Financial Products that
12 charges a customer who is a recipient of the EITC, an extra amount for such
13 products based in whole or in part on the customer's status as an EITC recipient.

14 Prohibition on Fees for Arranging Loans

15 R. Charging customers, or participating in or facilitating any practice by which
16 customers are charged, an "application fee" or any other fee, no matter how
17 designated, for arranging or facilitating any Loan unless Jackson Hewitt and its
18 franchisees comply with the Credit Services Organizations Act (Civ. Code §
19 1789.10 et seq.).

20 Changes in Withholding/Advance EITC

21 S. Failing to inform all customers who purchase a Refund-Based Financial Product,
22 in a stand-alone document:

- 23 1. That by changing their withholding (i.e., submitting a revised Form W-4)
24 they may be able to keep more of their income during the year instead of
25 having to wait until tax time to get that money; and
26 2. That all taxpayers who receive the federal Earned Income Tax Credit
27 ("EITC") may apply for an "Advance EITC" (i.e., submit a Form W-5)
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1 which would allow them to get some of their EITC money during the year
2 rather than having to wait until tax time.

3 The text of the document will be determined by the California Attorney General's
4 Office in consultation with Jackson Hewitt. Jackson Hewitt will present the
5 document to customers along with an oral introduction stating "Here is some
6 information on next year's taxes" or words to similar effect.

7 Training

- 8 T. Failing to ensure the provision of appropriate training in the requirements of this
9 Judgment to all persons who offer, provide, assist in providing, or discuss with
10 customers in California any Refund-Based Financial Products or other Jackson
11 Hewitt products or services mentioned in this Judgment. Such training shall be
12 required for all such personnel who work at Jackson Hewitt corporate-owned
13 offices, and shall be provided to all such personnel who work at Jackson Hewitt
14 franchised offices to at least the same extent as any other training provided by
15 Jackson Hewitt to those personnel.

16 Distribution of Injunctive Terms

- 17 U. Failing to provide to the managers of all California corporate-owned Jackson
18 Hewitt offices, all California Jackson Hewitt franchisees (with instructions to
19 provide the materials to the manager of each office), all applicants for Jackson
20 Hewitt California franchises, and all of Jackson Hewitt's RAL-lending partner
21 banks a copy of (1) the first page, (2) the "INJUNCTION" portion, and (3) the
22 signature page of this Judgment; or failing to document to the satisfaction of the
23 People that these materials have been provided.

24 Conduct Inconsistent With the Judgment

- 25 V. Providing information, materials or training that is inconsistent with the terms of
26 this Judgment to any Jackson Hewitt corporate-owned or franchised offices in
27 California or their personnel; or permitting conduct that is inconsistent with the
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1 terms of this Judgment by any Jackson Hewitt corporate-owned or franchised
2 offices in California or their personnel.

3 RESTITUTION

4 13. On entry of Judgment, Defendants shall pay to the Attorney General the sum of four
5 million dollars (\$4,000,000) for restitution to California customers of Jackson Hewitt, which
6 shall be used to effect the restitution program set forth below.

7 14. The restitution program shall be administered by a third-party Settlement
8 Administrator acceptable to the Attorney General and retained by Jackson Hewitt. Jackson
9 Hewitt shall ensure that the Settlement Administrator adheres to the terms of this Judgment.
10 With respect only to the mailing date of the initial Restitution Notice, Jackson Hewitt shall use
11 best efforts to ensure that this deadline is met.

12 15. The four million dollars (\$4,000,000) paid by Defendants for restitution will be
13 transferred to an interest-bearing account (the "Restitution Account") established by the
14 Settlement Administrator. Any interest earned on this amount shall, like the principal, be used as
15 restitution to consumers as set forth below.

16 16. Pursuant to Business & Professions Code sections 17203 and 17535, Defendants shall
17 make restitution as follows:

18 A. Each California customer of Jackson Hewitt who obtained a RAL, ACR or ADD
19 at any time during the period January 1, 2001 - December 31, 2004 (the
20 "Restitution Period") shall be deemed a member of the Financial Product
21 Restitution Group and shall be eligible to have restored to him or her up to thirty
22 dollars (\$30) for each RAL and up to fifteen dollars (\$15) for each ACR or ADD
23 that the customer obtained within that time period;

24 B. Each California customer of Jackson Hewitt who at any time between January 1,
25 2002 and December 31, 2004 paid alleged delinquent debt through the purchase
26 of a Refund-Based Financial Product shall be deemed a member of the Debt
27 Collection Restitution Group and shall be eligible to have restored to him or her
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1 the full amount received by Jackson Hewitt as a result of, or in connection with,
2 the collection of that customer's asserted debts.

3 17. Within 45 days from the date of entry of this Judgment, the Settlement Administrator
4 shall send by first-class U.S. Mail to all customers eligible for restitution under paragraph 16
5 above a letter (the "Restitution Notice"), a response card (the "Confirmation Card") and a pre-
6 addressed envelope with first-class postage prepaid. The envelope containing the Restitution
7 Notice shall bear the prominent legend "Court-Ordered Refund Notice."

8 18. The text of the Restitution Notice is set forth in Exhibit A to the Stipulation to Entry of
9 Judgment which accompanies this Judgment.

10 19. The text of the Confirmation Card for the Financial Product Restitution Group is set
11 forth in Exhibit B to the Stipulation to Entry of Judgment which accompanies this Judgment.
12 The signature of any Joint Filer shall not be a prerequisite to restitution for the Financial Product
13 Restitution Group.

14 20. The text of the Confirmation Card for the Debt Collection Restitution Group is set
15 forth in Exhibit C to the Stipulation to Entry of Judgment which accompanies this Judgment.

16 21. The text of the Notice and Cards set forth in Exhibits A through C may be revised by
17 agreement of the parties.

18 22. Defendants shall use best efforts to provide to the Settlement Administrator, within 28
19 days of the date of entry of this Judgment, the name; most current address known to Jackson
20 Hewitt; Social Security Number; number and type of RALs, ACRs and ADDs purchased during
21 the Restitution Period; amount to be returned to each member of the Debt Collection Restitution
22 Group; and any other information in their possession that the Settlement Administrator requests
23 for determining the correct address and proper amount of restitution to be provided to each
24 eligible Jackson Hewitt customer. The Settlement Administrator shall check the addresses
25 provided by Jackson Hewitt against the United States Postal Service's National Change of
26 Address database or the equivalent before sending the initial Restitution Notice. If Defendants
27 have reason to believe that an address in their possession is not accurate (as, for example, if a
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1 recent promotional mailing was returned as undeliverable), they shall notify the Settlement
2 Administrator.

3 23. Defendants and the Settlement Administrator shall use their best efforts and all
4 relevant information at their disposal to locate customers eligible for restitution. The Settlement
5 Administrator shall seek current addresses and other relevant delivery information for all those
6 customers whose initial Restitution Notice is returned as undeliverable for any reason. For
7 customers for whom new addresses must be sought, and customers who otherwise have not
8 responded within 30 days of the date of the initial Restitution Notice, the Settlement
9 Administrator shall again send a Restitution Notice and instructions to respond within 30 days
10 from the date of this second Restitution Notice. Customers who return signed Confirmation
11 Cards shall be deemed "Confirmed Recipients" and shall receive restitution.

12 24. If a customer from the Debt Collection Restitution Group returns a Confirmation Card
13 without signing the release of claims against Jackson Hewitt, then the Settlement Administrator
14 shall immediately re-send the Restitution Notice along with an explanation of the problem and a
15 statement of the deadline for submitting a signed Confirmation Card. As long as that customer
16 returns a signed Confirmation Card within 90 days from the mailing date of the initial Restitution
17 Notice, the customer shall be considered a Confirmed Recipient and shall receive restitution. If a
18 customer from the Financial Product Restitution Group returns an unsigned Confirmation Card,
19 then the Settlement Administrator shall immediately re-send the Restitution Notice along with an
20 explanation of the problem and a statement of the deadline for submitting a signed Confirmation
21 Card. Notwithstanding this second notice, the customer shall be considered a Confirmed
22 Recipient and shall receive restitution whether or not the customer returns a signed Confirmation
23 Card.

24 25. In individual cases of delay in response, the People in their sole discretion, after
25 consultation with Defendants, may allow a customer up to an additional 30 days to submit a
26 Confirmation Card, provided that the customer must return such a card within 90 days from the
27 mailing date of the initial Restitution Notice in order to be considered a Confirmed Recipient and
28 receive restitution.

1 26. The Settlement Administrator shall provide to the parties ongoing, periodic accounting
2 of the number and nature of Confirmation Cards received. At the end of the 90-day period
3 following the date the initial Restitution Notice was sent, the Settlement Administrator shall
4 provide to the parties a tabulation, in electronic spreadsheet as well as summary form, of all those
5 customers to whom initial Restitution Notices were sent, whether a second Restitution Notice
6 was sent to each, whether each has returned a Confirmation Card, and the total amount of
7 restitution for which Confirmed Recipients are eligible with respect to (A) RALs, ACRs and
8 ADDs and (B) debt collection.

9 27. If the total amount of restitution due to Confirmed Recipients exceeds the amount
10 available for restitution (i.e., \$4 million plus applicable interest), then those Confirmed
11 Recipients eligible for refunds of amounts that were subject to debt collection shall receive the
12 full amount of restitution for which they are eligible, and those Confirmed Recipients eligible for
13 refunds of fees for RALs, ACRs and ADDs shall receive a pro rata share of the amount that
14 remains available for restitution after payment of the debt collection restitution, up to \$30 per
15 RAL and up to \$15 per ACR or ADD. (For example, if \$3 million remains in the Restitution
16 Account after payment of amounts that were subject to debt collection, and the claims regarding
17 refunds of fees for RALs, ACRs and ADDs total \$4 million, then a customer who obtained two
18 RALs during the Restitution Period would receive \$45 (i.e., $\$30/\text{RAL} \times 2 \times \$3\text{M}/\$4\text{M}$).)

19 28. The Settlement Administrator shall send restitution checks to all Confirmed Recipients
20 no later than the date 120 days from the date of mailing of the initial Restitution Notice. Each
21 check issued by the Settlement Administrator shall bear substantially the notation "This check is
22 void if not cashed within ninety (90) days from the date printed on the check." Each check
23 issued by the Settlement Administrator shall be accompanied by a Check Transmittal Letter
24 setting out a brief description of the reasons for which restitution is being made and containing a
25 clear and conspicuous reference to the "must-cash-by" date on the check.

26 29. In addition to any other payments required under this Judgment, Defendants shall pay
27 all costs of settlement administration.
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1 30. If, after best efforts by Defendants and the Settlement Administrator to locate and pay
2 restitution to all eligible customers, the amount in the Restitution Account is not depleted, then
3 any money remaining in the Restitution Account after payment of restitution to all Confirmed
4 Recipients shall be disbursed to the Consumer Protection Prosecution Trust Fund previously
5 created by the Stipulated Final Judgment and Permanent Injunction, filed on September 21, 1989,
6 in the case of *People v. ITT Consumer Financial Corporation* (Alameda County Superior Court
7 case number 656038-0). A bank check or certified check (or equivalent) payable to the
8 "Consumer Protection Prosecution Trust Fund" drawn by the Settlement Administrator for the
9 residual amount, if any, shall be delivered to the Attorney General as soon as practicable in
10 accordance with the terms of this Judgment and in any event no later than the date 210 days after
11 the mailing date of the initial Restitution Notice.

12 31. The Settlement Administrator shall provide a final accounting of all payments from the
13 Restitution Account as soon as practicable in accordance with the terms of this judgment, and in
14 any event no later than the date 210 days after the mailing date of the initial Restitution Notice.
15 The final accounting shall include a report of the names and addresses of all claimants whose
16 checks were not cashed within ninety days of issuance.

17 32. Neither the Settlement Administrator nor Defendants shall use any information about
18 the current addresses of customers or other information obtained through the restitution process
19 to solicit those customers for any purpose.

20 CIVIL PENALTIES/COSTS OF INVESTIGATION

21 33. On entry of this Judgment, Defendants shall pay, by bank check or certified check (or
22 the equivalent) payable to the Attorney General of California, civil penalties pursuant to Business
23 & Professions Code sections 17206 and 17536 in the amount of five hundred thousand dollars
24 (\$500,000).

25 34. On entry of this Judgment, Defendants shall in addition pay by bank check or certified
26 check (or the equivalent) payable to the Attorney General of California, costs of investigation,
27 attorneys' fees, and other expenses related to the investigation and resolution of this matter in the
28 amount of five hundred thousand dollars (\$500,000).

35. All payments required to be made to the Attorney General, and all notices required to be provided to the Attorney General, shall be delivered to Seth E. Mermin at his address of record (or to such other person and address identified in writing by the Attorney General).

OTHER PROVISIONS

36. This Judgment resolves the above-captioned action, and is meant to resolve those, and only those, matters set forth in the allegations of the Complaint filed in this action.

37. The parties acknowledge and the Court finds that it is well-established that (1) a settlement or judgment in a private class action, whether or not including a standard general release and waiver of claims by class members, does not preclude the Attorney General of California from obtaining any remedy available in a law enforcement action, including full restitution to redress the alleged misconduct; and (2) although a release and waiver in a class action settlement or judgment are, like the resolution of the class action as a whole, irrelevant to a determination of the proper scope of relief in a publicly filed law enforcement action, a court may exercise its equitable jurisdiction to avoid any duplicate or redundant payment of restitution to consumers by offsetting payments made in the prior class action against payments ordered under the Attorney General's judgment for the same misconduct. A consumer might therefore receive additional restitution in the Attorney General of California's action – restitution not provided in the class action – but not duplicative restitution.

38. The People will not seek to enforce the injunctive provisions of this Judgment pursuant to Code of Civil Procedure § 1209 et seq. against Jackson Hewitt Tax Service Inc., Jackson Hewitt Inc., and/or Tax Services of America, Inc. for violations that are the result of the conduct of a Jackson Hewitt franchisee where Jackson Hewitt Tax Service Inc., Jackson Hewitt Inc., and/or Tax Services of America, Inc., did not know or have reason to know of, or consent to, the conduct.

39. If, within 180 days of the date of entry of this Judgment, any California resident whose name and address were not provided by Defendants to the Settlement Administrator provides written documentation to the Settlement Administrator, Defendants or the Attorney General showing to the reasonable satisfaction of Defendants or the Attorney General that the person

1 purchased one or more RALs, ACRs or ADDs during the Restitution Period, Defendants shall on
2 their own, or within 30 days of written notice from the Attorney General, make full restitution to
3 that person in accord with the amounts set forth in paragraph 16.A., above.

4 40. Neither Jackson Hewitt nor anyone acting on its behalf shall state or imply or cause to
5 be stated or implied that the Attorney General or any state agency or officer has approved,
6 sanctioned, or authorized any practice, act or conduct of Defendants.

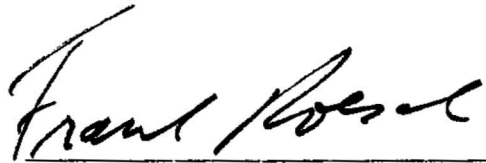
7 41. Except as explicitly set forth in its terms, nothing in this Judgment shall (1) provide
8 any person not a party to the Judgment any rights or remedies the person would not otherwise
9 have under law, or (2) limit any rights or remedies a person not a party to the Judgment would
10 otherwise have under law.

11 42. Nothing in this Judgment shall be construed as relieving Defendants of their obligation
12 to comply with all applicable local, state and federal laws, regulations or rules, nor shall any of
13 the provisions of this Judgment be deemed to be permission to engage in any acts or practices
14 prohibited by any applicable law, regulation, or rule.

15 43. This Court shall retain jurisdiction over this matter for the purposes of enabling any
16 party to this Judgment to apply to the Court at any time, after serving notice on all other parties,
17 for such further orders and directions as might be necessary or appropriate for the construction or
18 carrying out of this Judgment, for modification of the injunctive provisions of this Judgment, and
19 for the People to apply at any time for enforcement of any provisions of this Judgment and for
20 punishment for any violation of this Judgment.

21 44. This Judgment shall take effect immediately upon entry by the clerk, and the clerk is
22 ordered to enter this Judgment forthwith.

23
24
25 DATED: 1/3/07


JUDGE OF THE SUPERIOR COURT