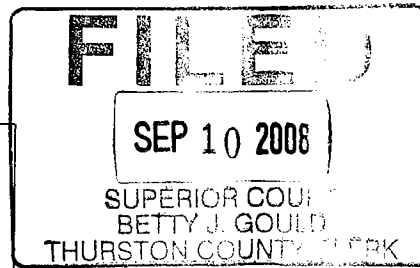


☐ EXPEDITE
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Date:
Time:



STATE OF WASHINGTON
THURSTON COUNTY SUPERIOR COURT

In the matter of:

ONLINE DIVORCE, also doing
business as WASHINGTON DIVORCE
ONLINE,

Respondents.

NO. **08-2-02115-4**
ASSURANCE OF
DISCONTINUANCE

Washington Divorce Online does business over the Internet and via telephone in the State of Washington under the name Washington Divorce Online. The Respondents market their services, which include the provision of forms and advice to Washington consumers who seek help in obtaining divorces in Washington courts. The State of Washington deems that the Respondents have violated the Consumer Protection Act, RCW 19.86.020, by engaging in the following unfair and deceptive acts: providing legal advice to Washington consumers and thereby engaging in the unauthorized practice of law; and misrepresenting their employees' qualifications to provide legal advice and engage in the practice of law.

The Respondents hereby provide, pursuant to RCW 19.86.100, this Assurance of Discontinuance of the foregoing practices and further agrees to abide by the terms listed in Section I. below.

/////

1 **I. ASSURANCE OF DISCONTINUANCE**

2 1.1 The Respondents will cease providing legal advice to Washington consumers by
3 telephone, e-mail, or any other means, unless the advice is provided by a duly-licensed Washington
4 attorney; provided that they shall be permitted to post Washington legal forms on their site at no charge
5 and post telephone numbers to Washington lawyer referral services.

6 1.2 The Respondents will provide notice on their website to customers and potential
7 customers that Respondents' staff are not attorneys licensed to practice in Washington and do not
8 provide divorce services for Washington consumers, unless owned or operated by a duly licensed
9 Washington attorney.

10 **II. ENFORCEMENT**

11 2.1 Within thirty (30) days of execution of this Assurance, the Respondents will instruct all
12 their agents of the terms of this Assurance and will require them to comply with the terms of this
13 Assurance. The Respondents will take appropriate disciplinary action, including termination, if the
14 Respondents learn that an agent is taking any actions not consistent with this Assurance.

15 2.2 The Respondents understand and agrees that this Assurance applies to Respondents,
16 Respondents' members, managers, subsidiaries, affiliates, agents, employees, representatives,
17 successors or assigns, or through any other entity, whose acts, practices, or policies are directed,
18 formulated, or controlled by the Respondents. For purposes of this Assurance, any corporation or other
19 entity controlled by any member, manager, or other person who has acted in a position of authority or
20 control of the Respondents, constitutes an affiliate or successor organization.

21 2.3 Nothing in this Assurance shall be construed to limit or bar any other
22 governmental entity or consumer from pursuing available remedies against the Respondents;
23 however, nothing in this Assurance shall be construed to create or expand any cause of action.

24 2.4 Under no circumstances shall this Assurance or the name of the State of
25 Washington, the Office of the Attorney General, Consumer Protection Division, or any of their
26

1 employees or representatives be used by the Respondents in connection with any selling,
2 advertising, or promotion of products or services as an endorsement or approval of the
3 Respondents' acts, practices, or conduct of business.

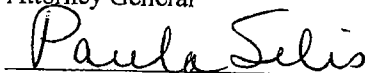
4 2.5 This Assurance shall not be considered an admission of violation for any
5 purpose; however, failure to comply with this Assurance shall be prima facie evidence of
6 violation of RCW 19.86.020, thereby placing upon the violator the burden of defending against
7 the Superior Court's imposition of injunctions, restitution, civil penalties of up to \$2,000 per
8 violation, and costs including reasonable attorney's fees incurred by the Attorney General in
9 the foregoing investigation and in preparation of this Assurance.

10 DATED this 10 day of ^{sept}~~July~~, 2008.

11 
12 DAVID HUNTER OF MONTAU
13 JUDGE/COURT COMMISSIONER

14 Presented By:

15 ROBERT M. MCKENNA
16 Attorney General

17 

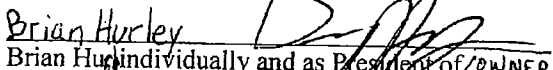
18 PAULA SELIS, WSBA #12823

19 Senior Counsel

20 Attorneys for Plaintiff

21 State of Washington

22 Agreed to, Approved for Entry, and
23 Notice of Presentation Waived:

24 
25 Brian Hurley individually and as President of OWNER
26 Washington Divorce Online

27 _____
28 Attorney for Washington Divorce Online
29 WSBA # _____