

## TESTIMONY

<b>To:</b>	<b>Lish Whitson, Chair, Task Force on the Model Definition of the Practice of Law</b>
<b>From:</b>	<b>Richard S. Granat, Co-Chair, eLawyering Task Force of the Law Practice Management Section.</b>
<b>Re:</b>	<b>Draft Model Definition of the Practice of Law</b>
<b>Date:</b>	<b>December 20, 2002</b>

As you know, I am co-chair of the eLawyering Task Force of the Law Practice Management Section. Thank you for the opportunity to submit comments to the Task Force on the Model Definition of the Practice of Law on behalf of the eLawyering Task Force. This Task Force was established by William Paul, formerly President of the American Bar Association. Its purpose is to develop approaches that would enable lawyers, mostly solos and small law firms, to deliver legal services over the Net to people of moderate means and therefore connect with what is known as the "latent market for legal services." Our vision, from the inception of this Task Force, has been to identify means that would enable lawyers to provide services to underserved members of the community, by employing Internet technology. While our focus has been serving the moderate and middle community, we are mindful of the changes that Internet technology is having on every major sector of our economy, and on the legal profession in general.

These comments will address four subjects that are at the intersection of the impact on the Internet and defining the practice of law:

- The impact on solos and small law firms on non-law firm web sites that seek to prepare legal documents for the public directly.
- Whether the publication of software for legal applications and the publication of self-help law books (off-line or on the Internet) should be prohibited as the "unauthorized practice of law".
- The provision of "legal advice" over the Internet by non-law firm entities.
- The impact innovation in the delivery of legal services by the prohibition that non-law firm entities cannot invest in a law firm.

Our research suggests that the Internet will transform the legal profession, just as the brokerage, banking, life insurance, real estate, travel, and retail industries are being transformed. We also identified some particular constraints that could inhibit the development of innovation within the legal profession. (See generally, the eLawyering Web site at: <http://www.elawyering.org>.)

Our goal in providing this statement is to offer information to the Task Force on Internet developments Internet that ought to be considered as part of any effort to frame a revised "Model Definition of the Practice of Law."

There is no doubt about the widespread unmet personal civil legal needs of those of moderate income. In this light, our Task Force has been charged with fostering

innovative means to connect people with the legal help they need and can afford through the use of Internet technology. We met this month to review the Task Force's Draft Definition of the Practice of Law. We concluded that work of this "Definition of the Practice of Law" Task Force is extremely significant not only to the legal profession, but also to those in the general population, and that the work that we are doing to encourage attorneys to serve clients over the Net is relevant to the Task Force's work.

We have identified non-legal organizations that are delivering limited legal solutions to individual problems over the Internet, most often for a fee, and have concluded that the many people are using these services because they cannot afford the cost of an attorney. If the legal profession abandons a large segment of the general population because its members cannot design ways to reach these clients in an affordable manner, it will be hard pressed to enforce rules against the "unauthorized practice of law." Our challenge is to figure out ways to deliver professional legal services which do not compromise core professional values, but which also are affordable to the general population, and which may co-exist with other forms of legal services not offered by lawyers.

This statement will focus on the ways in which Internet technology is affecting the delivery system for legal services and its impact on the profession. Our goal in this brief statement is not to offer solutions, but rather to bring to attention of Task Force many of the discontinuities that have evolved during the past five years as use of the Internet has become widespread. This statement has not been approved by the Council of the Law Practice Management section, which doesn't meet again until late January, but has been approved by the eLawyering Task Force of LPM as a statement of its position. This revised statement is designed to supplement my oral testimony before the Task Force.

InternetInternetInternet

- 

#### **I. The Emergence of non-law firm document preparation web sites on the Internet.**

One of our projects is to identify models of law firm practice that are offering what we call "unbundled legal services" over the Net which can serve the needs of moderate income families at a price point that they can afford and which offer the consumer protections afforded by traditional legal services. A list of these law firms appears on the <http://www.elawyering.org> web site. We believe that offering such services over the Net can generate significant revenues for solos and small law firms which can be additive to their typical revenue base and can expand the reach of these firms to serve people of moderate means.

As part of our investigation and research we have begun to collect evidence of the wide spread emergence of non-lawyer entities that offer legal document preparation services over the Web at prices that approximate what lawyers could charge if they employed the same technologies now being deployed so effectively by these non-lawyer entities. There are indications these web sites are serving literally thousands of consumers every day.

These non-law firm web sites operate by collecting information from customers through a web page form, and then using an off-line team of paralegals who create legal forms and legal documents using either manual methods or the same software that an attorney might use to generate the same documents., The finished product is delivered back to the customer within a time frame from 1 day to two weeks.

In all cases, these firms represent that they perform the same service as a law firm. On anecdotal evidence, we have reason to believe that the paralegals preparing these documents for consumers enter into extended conversations with these clients in order to make sure that the document are prepared accurately and in so doing they are in fact providing legal advice. It is this service that justifies their high prices, when compared to the cost of an off-the-shelf legal software program.

The appendix to this statement contains a partial list of some of these web sites and samples of the representations they make when they imply that the work they do is equivalent to what a law firm would provide but at much less cost. All of these entities state clearly, on one hand, that they are not law firms and do not seek to provide legal advice and on the other that “their team of experienced legal assistants will review your forms to make sure that they are completed correctly.” This is typical representation of these entities.

Other representations include statements like:

See: <http://www.legalzoom.com/>

“Created by top attorneys, LegalZoom uses the latest technology to help you prepare reliable legal documents online.”

“LegalZoom was developed by expert attorneys with experience at the most prestigious law firms in the country.”

See: <http://www.completecase.com/>

“CompleteCase.com is the premier online uncontested divorce service center.”

See: <http://www.rapidlaw.net/>

“At RapidLaw we have always been passionate about providing the highest quality documents available.”

These web sites contain confusing representations of expertise about their legal qualification or whether legal qualifications are needed. Often there is the implication that prepared documents are reviewed by attorneys, although these entities are not law firms. We believe there is no doubt that these non-lawyer entities are obviously meeting a need of the public as by all evidence, including their own representations, they are generating thousands of documents for consumers every day. One web site claims to have generated more than 30,000 wills during the last six months. See; <http://www.buildawill.com/>. We believe that the document preparation services by these non-lawyer firms could be provided by law firms. At affordable fees, this would offer clients all of the protections contained within our ethical codes plus the accountability of the attorney for providing accurate legal advice and accurate legal document production.

We believe that law firms could provide these services if they effectively employed the marketing, management, and technological methods of these non-law firm organizations. The reasons for the absence of law firms in this market space are beyond the scope of this statement, but as indicated above, unless the legal profession is able to serve effectively the broad middle class at a price they can afford, there is little justification for a set of rules that requires only law firms to provide these services. If law firms cannot provide legal services at an affordable price, then it is hard to make an argument that no one else should be permitted to provide such services either. The success of these web-based services, provided by non-law firms, is directly attributable to the legal profession's failure to communicate the true values of its services to the general consuming public (who may not be able to afford it regardless of the value, and would need to find a more innovative approach to solving their legal problems).

We think that a definition of what constitutes the "practice of law" should be designed in such a way that on the one hand, the public understands more clearly the difference between what lawyers do and what non-lawyer entities and Internet services offer, and on the other, the profession establishes clear standards which holds these companies to a standard of clear representation of how their services differ from that of a traditional law firm when it delivers legal service. We think that it is important to frame rules which prohibit the "unauthorized practice of law" but at the same time permit document preparation services, whether on or off-line, inasmuch as they do not involve the offering of legal advice, legal analysis, legal drafting, or the expectation of a lawyer/client relationship.

Almost all of these web services would be literal violation of the Task Force's proposed definition, as well as the statutory language of almost every state. The legal profession has already lost a section of its market to legal document preparation firms, and to attempt to enforce them out of existence will result in reinforcing the already negative image of the legal profession.

It is no longer true that the public sees the lawyer as the only source of legal solutions to their problems. Unfortunately it is the conduct of the profession itself that is the cause of the public search for low cost alternative solutions. In our experience, solos and small law firms, rather than embracing the technologies and methods used by some of the very same non-lawyer entities that compete with them over the web, avoid adapting to these new methods, continuing "business as usual." Many solos and small law firms believe that just because they use word-processing, automated case management, automated time-keeping and billing, automated litigation support methods, Lexis and Westlaw, they are "computer literate" and at the cutting edge. The reality is that there is a host of new Internet technologies that non-lawyer entities are using to deliver legal solutions. These will ultimately threaten the existence of many solo practitioners and small law firms. Law schools, continuing legal education organization, law firm training programs, and bar associations need to replicate state of the art Internet technologies that non-law firm entities are using to grab market share from the legal profession, and empower lawyers with the same tools in order to remain competitive in an era of radical change.

We believe that a “model definition” needs to be framed that recognizes today’s competitive environment, but at the same time promotes the distinctive value that a lawyer’s service offers to clients.

The dangers are not when “lay people” undertake legal services as part of their roles, but when “lay people” mislead consumers into the belief that they are lawyers or have a lawyer’s qualifications. Fundamentally, the unauthorized practice of law takes place when someone who is not a lawyer holds him or herself out to be a lawyer. The interest of the public is best served by prohibiting those who are not lawyers from representing that they are capable of practicing law.

## **II. Whether the publication of “legal software” over the Internet should be considered the “unauthorized practice of law.”**

The Model Rules of Professional Conduct noted that the practice of law is defined from jurisdiction to jurisdiction, while the Restatement of the Law Governing Lawyers indicated that efforts to define the practice of law have been vague or conclusory. It is important to note here that if the definition is to play a role in laws setting out the unauthorized practice of law, it must have sufficient specificity to give due process to anyone accused of violating those laws.

A recent controversy in this area was the Texas State Unauthorized Practice Committee investigating several software and self-help book publishers and taking action against these entities on the theory that these products somehow constitute the authorized practice of law. A Federal Court, in litigation challenging the Texas statute, concluded that the Texas statute on its face could be interpreted to prohibit these products because they constituted “the unauthorized practice of law.” The result was a public uproar towards the legal profession in Texas and a further consolidation of the public’s view that the only thing that the legal profession cares about is protecting its income base. The result was new legislation passed by the Texas legislature that specifically exempted legal software, legal self-help books, legal web sites, as long there was clear notice that the product did not constitute legal advice from a lawyer and was not a substitute for the professional judgment of an attorney. The amended statute states:

(c) In this chapter, the "practice of law" does not include the design, creation, publication, distribution, display, or sale, including publication, distribution, display, or sale by means of an Internet web site, of written materials, books, forms, computer software, or similar products if the products clearly and conspicuously state that the products are not a substitute for the advice of an attorney. This subsection does not authorize the use of the products or similar media in violation of Chapter 83 and does not affect the applicability or enforceability of that chapter.

This is a common sense approach to meeting consumer demand by providing a low cost solution to the provision of legal solutions, without jeopardizing the income base of the profession. Yet, “unauthorized practice statutes” in every other state are so sweeping and sufficiently vague that by their terms they prohibit all these products and service as “the unauthorized practice of law.” We believe that every state “unauthorized practice

statute,” and the Model Definition, for the purpose of clarity should incorporate the language of the Texas statute.

More importantly, to avoid the kind of embarrassing (to the profession) dispute that occurred in Texas, we recommend any model definition of “unauthorized practice” make clear that it applies to people and not to products. It would not enhance the credibility of this Task Force to conclude that a legal software application constitutes the “unauthorized practice of law.” To be sure an academic argument could be made that in the name of protecting the consumer these products ought to be regulated as well, but in reality the consumer knows the difference between buying a Do-It-Your-Self Will Program from Staples or consulting with an attorney in his or her office. The fact that the consumer seeks these alternatives is another indication of the failure of the legal profession to communicate to the public the value of the services that it offers. It would be very unwise for the legal profession to promote the idea that the publication and sale of legal software constitutes “unauthorized practice of law” in the name of consumer protection. Just as consumers rallied in Texas, they will rally in every state where the bar takes this position, charging the bar with protecting the self-interest of its members, rather than protection of consumer interests.. It would be wise to recognize that past are the days when “legal software” could be legislated off the shelf at Staples or Border’s, or off the Internet for that matter, and move on to more important issues.

### **III. The provision of “legal advice” by non-law firm entities – defining the difference between “legal advice” and “legal information”**

Another development that we have been monitoring is the provision of legal advice by non-lawyers or non-law firm entities over the Internet. We called this the “ebaying” of legal knowledge.

A good case to examine is the new service offered by Google Answers. As everyone today who is on the Net knows,, Google has become the major search engine of choice. A new development, recently released for beta testing,, is an innovative service called “Google Answers.” See: <https://answers.google.com/answers/faq.html> and Appendix C to this statement.

Here is the way **Google Answers**™ works:

If you have a question you can post it with a price for the answer. A “researcher” recruited and “certified” by Google can meet your price or counter-offer with a higher price. If you reach agreement on price, the researcher can provide an “answer”. If the answer is not satisfactory, the researcher can provide clarification. There are even guarantees in place to deal with totally unsatisfactory answers. Most interesting about this service is that, although Google disclaims that the answers are equivalent to professional advice, and that if you need “legal” or “medical advice” you should seek the advice of a qualified professional, more than 1,000 legal questions have already been asked and answered for a fee. Most of the “researchers” answering the questions are not lawyers, much less “lawyers who are members of the bar in the jurisdiction in which the client is a resident.”

Here is another instance of a disruptive technology that is not likely to be on the radar screen of bar officials in any way, but which is expanding at a viral rate. So by the time this Task Force completes its deliberations on the meaning of the “practice of law” I predict that Google Answers will be generating thousands of answers a day to the questions of consumers, and most of the researchers, I predict will be non-lawyers.

A “Model Definition” needs to be responsive to this reality and to do so in a way than enhances the lawyer “brand” rather than reinforcing the public’s perception that all regulation by state bar associations is self-serving. The “definition” should make a clear distinction between “legal advice” which can only be offered by licensed attorneys for a fee, and “legal information” which could be offered by non-lawyer entities.

#### **IV. Ownership of law firms by non-lawyer and non-law firm entities.**

The equivalent of the American Bar Association of England, with the prodding of the FTC’s counterpart on the UK, has concluded that de-regulation of the profession would reduce market inefficiencies to the advantage of the consumer.

As a result, they have made, what lawyers in this country would consider to be, startling recommendations, which will soon become the basis for a new regulatory framework in the UK.

Specifically, the rule restricting the services which solicitors employed by non-solicitor entities may provide to their employer’s customer is to be revoked. The reform will amend Rule 4 of the Solicitors Practice Rules. This means that financial institutions, banks, insurance companies and even the Wal-Mart’s of the UK can employ lawyers directly to serve consumers. There are suitable restrictions being put in place to make sure that the independence of the law is maintained as well as traditional core values such as confidentiality and conflicts of interest.

In addition the rule prohibiting fee sharing will be abolished, subject to the provision to reinforce the requirement that solicitors must ensure that fee sharing does not impede their ability to give independent advice to their client.

A central objective of the liberalization is the belief that it would lead to an overall demand for legal services because of the greater access potential provided by large corporate chains. It is felt that these organizations would be able to offer employed lawyers the kind of capital investment and financial backing which many solos and small law firms do not have, leading to a rationalization of the entire delivery system of legal services. By financing the development of new Internet technologies, and when used together with lawyers the cost of delivering legal services would be reduced over-all. This concept of “click and mortal” – namely the use of Internet technologies with human lawyers holds the promise of creating new ways of delivering legal services that will reach the broad middle class. But creation of these systems will involve the investment of large sums of capital and the implementation of management and marketing technologies which exceed the capabilities of today’s typical solo practitioner or small law firm. True innovation in the legal service delivery system will require investments in research and development. The present “unauthorized practice rules” in the United States, as distinguished from the United Kingdom prevent this investment from happening and, as a

result, legal services are delivered today pretty much the way they have always been - on a one-to-one basis, expensively, and often created individually for each client, without the economies of scale that are now reforming other industries, such as banking, real estate, and brokerage. Ironically the policy work and research of the UK Bar Council that has led to these recommendations, seems to have been completely ignored by the leadership of the legal profession in the US. Already there is movement by some major players in the UK to develop and invest in major technology and management platforms that hold the promise of delivering a new level of legal services that can tap into what has been called the "latent market for legal services."

The amount of resources that can be committed by these large institutions provides an environment for innovation that is beyond the capacity of solos and small law firms that traditionally serve the middle class market place.

Large banks and financial institutions such as Abbey National and Virgin Atlantic are making plans to enter the market for the delivery of personal legal services. It is anticipated that the introduction of these larger entities might result in the reduction of the number of lawyers/solicitors who serve the public. The end result is that the members of the public will now be able to access at affordable price points.

While it is too early to tell how these reforms will work out in practice, the fact that the US legal profession continues to maintain barriers to competition under the rubric of "unauthorized practice of law," shows how out of touch it is with real consumer interests. Because the present "unauthorized practice rules" prevent the kind of combinations of management, technology, and capital that could lead to true innovation in the delivery of legal services, we believe that the definition as to what constitutes the practice of law should be separated from the ownership of the entity that delivers the service. More careful consideration needs to be directed towards allowing a diversity of ownership interest that would encourage capital investment without compromising core professional values. Australia has recently followed the path of Great Britain in this area, so one can legitimately pose the question: "What is so different about the US legal system that it requires that only a licensed attorney may be the sole owners of the entities delivering legal services?" While we don't have a ready answer to this question, we think the issue needs to be considered as a part of this Task Force's deliberations and discussion.

Thank you again for the opportunity to express these views.

## Appendix A: Non-Law Firm Entities on the Web

From the Legal Zoom web site: <http://www.legalzoom.com> - based in California.

“LegalZoom is the leading online legal service center.  
We can help you take care of common legal matters - without an attorney.”

Take care of common legal matters from your home or office! Created by top attorneys, LegalZoom uses the latest technology to help you prepare reliable legal documents online.

We even review your documents and file them with government agencies at no additional cost\*.

LegalZoom was developed by expert attorneys with experience at the most prestigious law firms in the country. We've helped over 20,000 satisfied customers, and our know-how allows us to prepare legal documents quickly and efficiently. Our documents contain advanced provisions that are not found in simple "do-it-yourself" kits or manuals. That's why LegalZoom is the #1 online legal document service.

Did you know that 70% of those who try to complete their own legal documents make mistakes? With LegalZoom, you will not be left on your own. After you submit your order, LegalZoom will review it for completeness, spelling and other common mistakes. Furthermore, our customer service specialists are always available to answer your questions.

Testimonial:

"LegalZoom saved me hundreds of dollars over what an attorney wanted to form my LLC."  
- **Ken Martin, Washington**

### **We prepare the Documents:**

LegalZip will create your legal documents, and LegalZoom's experienced legal assistants will review the answers for completeness, spelling and grammar. If necessary, the legal document assistants will ensure that your documents are in the proper form for filing with government agencies.

Disclaimer:

LegalZoom is not a law firm, and the employees of LegalZoom are not acting as your attorney. LegalZoom does not practice law and does not give legal advice. This site is not intended to create an attorney-client relationship, and by using LegalZoom, no attorney-client relationship will be created with LegalZoom. Instead, you are representing yourself in any legal matter you undertake through LegalZoom's legal document service.

Furthermore, the legal information on this site is not legal advice and is not guaranteed to be correct, complete or up-to-date. Because the law changes rapidly, LegalZoom cannot guarantee that all the information on the site is completely current. The law is different from jurisdiction to jurisdiction, and is also subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind LegalZoom provides can fit every circumstance. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area.

This site and some of the articles on this site contain links to other resources and businesses on the Internet. Those links are provided as citations and aids to help you identify and locate other Internet resources that may be of interest, and are not intended to state or imply that LegalZoom sponsors, is affiliated or associated with, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links.

LegalZoom is not responsible for any loss, injury, claim, liability, or damage related to your use of this site or any site linked to this site, whether from errors or omissions in the content of our site or any other linked sites, from the site being down or from any other use of the site. In short, your use of the site is at your own risk.

---

**From the Completecase.com web site– a site that specializes in preparing no-fault divorce documents:**

<http://www.completecase.com> based in the state of Washington.

“CompleteCase.com is the premier online uncontested divorce service center. Our simple and inexpensive process will enable you to complete your divorce documents from the comfort of your home, without incurring the cost of an attorney, or dealing with lengthy completion and delivery periods. The total cost is **\$249.00**.”

”CompleteCase.com does not provide blank forms or divorce kits. You will receive completed documents, explanations and instructions. The documents are customized to the state you live in, your children, your income and your assets. “

**“Accuracy and Presentation”**

“You do not fill out the documents yourself, so there is almost no chance that you will put the wrong thing in the right place. Once you provide your information, our system generates the documents for you, putting your information only where it belongs.”

“Your documents will also appear neat, organized and professional, unlike handwritten or typed documents you might produce from a blank form kit.”

“All of the documents produced by CompleteCase.com are tailored specifically for the state you choose. CompleteCase.com only produces the forms approved by each individual state government.”

“Guarantee:”

“The documents provided by CompleteCase.com are the documents approved by each state government. We are so confident that they will be accepted, that we guarantee it. If the court will not accept your documents (for a reason other than the information you provide) we will change them at no additional charge. If the court will still not accept the documents, simply get a written verification of the reason from the court and we will refund your fee.”

“State and county divorce laws are in a constant state of change. CompleteCase.com staff updates forms as necessary to ensure that all information is current. Modifications to documents purchased from CompleteCase.com will be made free of charge if we are unaware of a update or alteration made to a state form.”

From the <http://www.Rapidlaw.net> web site – based in Colorado.

***“Our experience merits your confidence.*** Lets face it, divorce is a stressful time, we want to take some of the stress out of the equation. You want to be assured that your divorce process will go smoothly. Well, we can't promise your spouse won't give you problems during the divorce process, but we can promise that your documents will be top quality. When you receive your divorce documents from RapidLaw, you will also receive simple instructions on how to file your divorce and what steps are necessary to complete your divorce. Our instructions are easy to understand so you can feel confident your case is completed according to your court rules.”

**“It's never been easier.** At RapidLaw we have always been passionate about providing the highest quality documents available - all at a low cost for our customers. We continue to strive everyday to towards this mission. We hope it shows as you become a customer of RapidLaw.”

## **“Disclaimer**

Choice of Law and Jurisdiction of Offering of Service: Even though we are strictly an on-line document generation service, our service offers and provides its services from the physical locality of our physical offices. You have sought services from our presence in these physical office(s). You agree that you are seeking our service from the location of our home office and that the laws governing legal document generation software or scrivener service applicable at our home office applies to any and all services you seek from our firm or its representatives.

We hope to provide our service in a quality and manner which gives people reasonable cost access to the remedies and benefits only available from the courts of the United States. Too often, those people are not able to afford the services of an attorney must represent themselves to gain legal relief in matters of extreme importance to them. We seek to provide quality forms for filing in those cases but are sensitive to the evolving and even elusive state of the law of the United States regarding what is and is not proper in the conduct of non-attorney document preparation.

Hundreds of thousands of persons in the United States successfully complete court cases while representing themselves with the assistance of responsible firms such as ours. Please be aware that in the case that you desire legal advice as to particularities of the unique application of law to your proceeding or the documents provided to you by us we have the ability and are eager when you request to refer you to a reasonably priced attorney licensed in your state. (Please refer to our low cost Attorney advice referral link on our web site.)

Our Company employs no attorneys and is proud to be merely a high quality legal document preparation technology. In some jurisdictions we may be viewed by regulators merely to be a software product which allows persons to complete legal documents on their own in a manner differentiated from the provision of third party personal scrivener services. We may, under other jurisdictions' analysis be also be considered to provide what the law in that jurisdiction is referred to as a legal document preparation "scrivener" service. That is, we may be considered by some jurisdictions to be in a class of firms or people who complete legal document forms for customers absent the right to give any of specific legal advice on a particular legal matter while providing legal document preparation tasks. (We remind the reader that we do so from our physical location only and you have agreed that the laws of our jurisdiction regulating our service shall be those that apply to document preparation in the jurisdiction of our physical offices.)

According to these ever changing legal restrictions which may be imposed upon our firm and those like us, our company is viewed by many to be unable to give legal advice of applying particular law to your particular situation in any manner therefore we choose not to provide any such advice. Our service is for those who will benefit from having legal related forms generally available and applicable to a class of people as opposed to any particular

persons. We seek to accurately complete these forms to facilitate you representing yourself in your own case (filing as your own attorney in what the legal system calls "in pro se" or "in pro per"). "

What we consider to be very complete instructions applicable to all persons in your State in the US relative to your procedure will be provided you in addition to the completed forms. However, we are unwilling to issue opinions to be relied upon regarding the application of law to any matter of particularity – that is, to your own case specifically. Please understand that you are being charged no fee for the provision of any opinion regarding application of the law to your particular case, but that you are instead only paying for the competent completion of the forms for filing in your matter. In the event you discern legal advice particular to your situation in anything we might send you or discuss with you, please realize that that information is absolutely unreliable information not intended to at all counsel you in areas of application of any particular law or document to your particular circumstance(s).

---

From the <http://www.docupro.net> web site based in Massachusetts.

**“Hi, I'm Bruce Diamond,**

**If you're like many of my friends and customers, you may be searching for the perfect blend of low cost and personal help in getting your documents prepared. If you are becoming frustrated in the search for your ideal source, I may have the perfect solution for you.**

**Let me explain to you how Docupro.net works. You will click on the document you need and fill out a questionnaire. I enter this information into our computer with state-of-the-art software and your documents are printed onto the proper forms. These documents are returned to you with filing instructions.**

**Docupro.net has everything needed to prepare your documents successfully.**

**You won't have any doubt in your mind if we're doing it correctly. Better than that you will have the peace-of-mind of knowing a personal guide is with you all the way, helping you fill out your questionnaire and answering any of your questions.**

**You don't need any knowledge of computers.**

**Zero document preparation experience required.**

**And I'll show you all you need to know. If you have absolutely no special skills, no problem.**

**If you have no credit card also no problem. We take checks on line or call us at 781-826-8295 to make other arrangements. If you use your credit card it will be completely secure by putting in your CVV2 code. On the back of the Master Card, Visa and Discover credit cards a 3-digit security code is located right after your credit card number. It's not required but highly recommended.**

**PLEASE READ OUR GUARANTEE LINK AT THE TOP OF THE PAGE FOR REFUND POLICY. IT IS STRICKLY ADHERED TO:**

**Docupro.net is the ONLY WEB SITE that welcomes your calls. We want you to get to know us. ASK QUESTIONS!! See if you can rely on us. We are available 9AM to 5PM EST Monday - Friday at 781-826-8295.**

**Take a peek at what other people have had to say about Docupro.net. As one customer said...**

**"It's the ideal position to be in. I needed divorce papers prepared and I was able to be personally guided, either by e-mail or toll free phone conversations, every step of the way. No stone was left unturned."**

## **SO WHY SHOULD YOU USE DOCUPRO.NET**

- 1. LOW COST.** I have computerized the preparation of all my documents and have developed efficient means of keeping cost of the documents at a fraction of the fees charged by lawyers for the same service. Your cost is reduced by 60% or more.
- 2. ACCURACY.** The experience that I have gained in preparing thousands of documents has been invaluable to me in developing methods by which accuracy is my most important commodity, and I have been commended for the high quality of our work by many court clerks.
- 3. SPEED IN PREPARATION AND CONVENIENCE.** While law firms typically take many days, perhaps weeks, in preparing some simple documents, we are capable of providing very fast service to our customers without suffering a loss of accuracy.
- 4. CONFIDENTIALITY.** All my services are treated with the highest degree of confidentiality. The type of document and the details are known to only two parties: you the customer and the preparation center analyst. Records are kept on a computer disk only for 6 months and then deleted.

**5. PERSONAL SERVICE AND ATTENTION.** As a customer of mine, you will be guaranteed absolutely free consultations with me personally by calling me at 781-826-8295. I will spend the time necessary to make sure you are comfortable with the service and answer any questions you might have. I will help you take the worry, time and confusion out of the preparation of any document you might need.

## **6. WHAT PEOPLE SAY ABOUT US.**

"I was very surprised to find out how simple it was to have our wills prepared by docupro.net and I paid only 1/4 the price an attorney quoted me. The document was the exact same thing as my neighbor received from that attorney".

**John Greenly, Chicago, IL**

"What a relief, I wanted a divorce and docupro.net was able to do it for me for under \$200.00. The court accepted the paper work without a hitch. Thank you docupro.net, I saved over \$1000.00 by not having to go to a lawyer."

**Phyllis Abbott, Boston, MA**

"Not only was I satisfied with the work docupro.net did for me but I was able to call Bruce toll free and he consulted with me absolutely free".

**James Robinson, Boulder, CO**

**Let's Get Blunt And Talk Facts.**

## **1. There are four ways you can get essential documents prepared**

- a) Get them done by an attorney and pay \$200 or more per hour.
- b) Do them yourself with blank forms and kits and hope that they're done right and they're accepted in the courts.
- c) Have another website prepare them, that have poor guarantees, high prices, all forms that are needed not included and no hands-on guidance.

d) Have Docupro.net do them for you with a low cost, totally risk free guarantee that they are going to be right.

## **2. DIVORCE**

We all know that divorce is not the type of thing that is pleasant to go through. The opportunity you have to let Docupro.net do your documents will give you the peace-of-mind to know you will be in control of the process. You will understand what's going on and be able to keep your loved ones from undue stress and worry.

Go to an attorney and your looking at \$800.00 and up. Do it yourself and your looking at stress and uncertainty. What should you do?

We're here to help. Our price for divorce without children is only \$167.00 and with children \$207.00.

## **PLEASE DON'T BE FOOLED**

Many Internet companies offer you uncontested divorces for a certain fee and then charge you another fee to get the separation agreement that will be needed.

## **OUR PRICES ARE FOR ALL DOCUMENTS!!**

### **LET'S GO OVER THE PROCESS**

Once you order the divorce forms a simple questionnaire will appear on your computer screen. You will fill out this questionnaire and submit it to us. When we receive it we will prepare the divorce documents for your state and return them to you with full filing instructions. All you will need to do is follow the filing instructions and get your divorce. **Both parties must be available and willing to sign the papers.**

If you would like to get specific "FREE" information on the laws, statutes and guidelines of your state, just click the link below.

Disclaimer:

**Docupro.net is not a law firm, nor are we attorneys and we do not provide legal advice to it's viewers or customers. Docupro.net cannot and does not advise any person or entity as to their rights, remedies, or obligations under the laws of any State. The employees of Docupro.net are not acting as your attorney or representing you in any way. The information on this site is not legal advice and is not guaranteed to be 100% accurate, complete or up-to-date because Docupro.net can not be responsible for any state forms that have changed and of which we have not be made aware of. Docupro.net states that no information or document preparation can fit every circumstance. Therefore if you need legal advice for your specific situation, you should consult an attorney. Docupro.net is not responsible for any loss, injury, claim, liability, or damage related to your use of this site, whether from errors or omissions in the preparation of any of our documents or the content of our site.**

**PLEASE READ OVER YOUR DOCUMENTS COMPLETELY BEFORE FILING THEM.**

---

**From the <http://www.Selfdivorce.com> web site- based in Virginia.**

“At SelfDivorce.Com, we know how difficult divorce can be and we recognize few people take the decision to divorce lightly. SelfDivorce.Com strives not to promote divorce, only to make it less expensive. You can save money by completing your own, legally sufficient uncontested divorce forms at SelfDivorce.Com.

---

**<http://www.legaldocs.com> - based in California**

Use of this Site, and all Documents found on this Site, is/are subject to the following Terms & Conditions.

- You acknowledge that nothing in this site is intended to, or constitutes the practice of law or the giving of legal advice.
- The use of any document prepared through this Site is for the use of one individual person only. You may not sell, give away, rebroadcast, publish, republish or lend any of the documents or other information contained in this site, whether for free or for a fee, UNLESS you or the person on whose behalf you are acting pay for each document or package for each separate user of such document.

- Your use of any document produced through this Site is authorized solely for one specific project or one specific transaction. You may not re-use any document you obtained through this Site for any additional matters or transactions not the subject matter of the original use of the document.
- By using this Site and any documents found herein, you agree to be bound by these Terms and Conditions.
-

**Appendix B:**

**Nolo V. Texas- The Dispute Over Whether the Sales and Distribution of Legal Software Constitutes Unauthorized Practice of Law:**

June 17, 1998

Rodney Gilstrap, Chairman  
Unauthorized Practice of Law Committee  
P.O. Drawer A  
Marshall, TX 75671

Dear Mr. Gilstrap:

Thank you for your prompt response to our request for information and documents related to the operation of the Unauthorized Practice of Law Committee and its investigation of Nolo Press' publishing business.

We are concerned that your continued refusal to provide information regarding the Dallas subcommittee's proceeding against Nolo Press will prejudice our ability to prepare a meaningful response to the subcommittee's inquiry. Some type of proceeding is planned for August 20, 1998, to which Nolo Press has been invited to appear itself or through counsel, but we are still in the dark about much of what the subcommittee plans for that proceeding, including the basic question about whether the inquiry is into all of Nolo's publishing activities, or whether it is limited to a particular publication or publications.

You base your current refusal to provide information on the judiciary exemption from the Texas Public Information Act, but our request was not based only on that Act, but on a common law right of access to government information, and a simple due process need to have relevant information about the activities of a government body that is investigating us and that appears to be considering whether to bring a proceeding to ban some or all of our publications from the State of Texas.

Your claim that the judiciary exemption applies seems inconsistent with the Supreme Court's position that the UPL Committee is not part of, or administered by, the Supreme Court. But in any case, regardless of the applicability of the Public Information Act, Nolo would like to have the information requested so that it can evaluate and defend the Committee's investigation, and so that it can meaningfully respond to or participate in the August 20, 1998 hearing, should it appear to be in Nolo's interest to do so.

I note that in an order dated November 17, 1980, the Supreme Court of Texas promulgated rules governing the UPL Committee, and included in Section 3 of its order that "The Committee, in carrying out its duties, shall establish from time to time rules and procedures governing the activities of the Committee" as well as setting out some provisions that the rules should include.

Am I correct in understanding from your letter that the Committee will not provide Nolo Press with a copy of rules that it has promulgated pursuant to the Supreme Court's order? If you will provide a copy of the rules, please do so as soon as possible, so that Nolo Press will have time to consider them before the August 20 proceeding. If you will not provide a copy, will you at least confirm that the Committee has complied with the

Supreme Court's order in promulgating rules, but that the Committee considers its rules to be secret?

Sincerely,

Stephen R. Elias

cc: John T. Adams, Clerk  
Supreme Court of Texas

# **Nolo v. Texas**

People frequently ask us about what happened a few years ago when Texas lawyers tried to ban Nolo's publications from being sold or distributed in the state -- and lost. Here is a quick look at how Nolo, and freedom of speech, won that battle.

## **Texas Picks a Fight**

In early 1997, a representative of the Houston unauthorized practice of law (UPL) subcommittee wrote to Nolo, citing a complaint it had received about our software package *Living Trust Maker*. The committee was concerned that the software might constitute the unauthorized practice of law in Texas -- in other words, practicing law without a license. The letter requested information about Nolo and its products. Nolo responded in a thorough and friendly manner, but reminded the subcommittee that it was doing so voluntarily since it believed that selling books in Texas was fully protected by the First Amendment to the U.S. Constitution -- and not subject to regulation by Texas lawyers or anyone else.

## **Nolo Is Invited to Its Own Hanging**

Nolo heard nothing more for a year, when it received a second letter -- this time from a Dallas UPL subcommittee -- inviting Nolo to attend a closed-door hearing in Texas. Nolo was told only that the primary purpose of the meeting was to consider whether Nolo Press was engaged in the unauthorized practice of law. The probable result of a finding against Nolo? If history was a guide, Nolo would be hauled into court and ordered to stop selling its products in Texas.

Nolo had some questions, too. What complaints had Texans made about Nolo? Which of our hundreds of publications were being investigated? Who would appear at the hearing? What procedures would be followed -- for example, could we question witnesses? What rules governed the committee's investigation?

The subcommittee responded that sorry, most of this information was confidential. (In fact, they wouldn't even say who was on the committee.) Because the subcommittee was an arm of the Texas Supreme Court, Nolo was referred to the Court itself for the rules.

## **Nolo Hires a Texas Attorney**

It was time to fight back. And to do that, Nolo would need a Texas lawyer. (If you guessed that it would have been the unauthorized practice of law for a California lawyer to represent us in Texas, go to the head of the class.) Nolo hired the George & Donaldson law firm in Austin, Texas -- nationally recognized for its cutting-edge work in first amendment law -- and the excellent services of partner Pete Kennedy. (Pete is pictured in the far left of the front row of spectators in Nolo's in-store mural.)

Rather than attend the inquisition-like proceeding with no information about the charges it faced, Nolo asked the Supreme Court of Texas to intervene and order the UPL subcommittee to disclose the information we'd requested. (The fanciful mural in Nolo's store, painted by Bay Area artist Kenneth Armistead, depicts Auntie Nolo declaiming before the Supreme Court of Texas. Actually, Pete Kennedy presented our case.)

The Court postponed the subcommittee's hearing but didn't issue a decision on our request for eight months. Why the delay? Because in the meantime, the Court set up a committee to study how its sub-groups, including the UPL committee, worked. Eventually (1999), the Court handed Nolo a huge victory by issuing a new rule providing for most of the types of disclosure Nolo had requested.

### **Ever Heard of the First Amendment?**

While we waited for the Supreme Court's decision, a second UPL drama, involving another legal software publisher, unfolded in Texas. In that case, the Texas State UPL committee sued the publisher. A federal judge actually ordered the publisher to stop distributing its software in Texas on the ground that the software acted too much like a lawyer and would confuse consumers.

Concerned that the ruling in this case jeopardized our future in Texas, Nolo filed its own lawsuit in a Texas state court, challenging the UPL subcommittee's activities under the First Amendment and the Texas constitution. Six Texas citizens, the Texas Library Association and the American Association of Law Librarians joined our lawsuit.

### **The World Reacts**

From day one, Nolo made sure to keep the country informed about what was going on in Texas by posting all documents having to do with the case on its website ([www.nolo.com/texas/index.cfm](http://www.nolo.com/texas/index.cfm)). The mainstream media, never sympathetic to the legal profession's attempts to squash its competitors, had a field day with this David vs. Goliath story. *The New York Times*, *Wall Street Journal*, *Time* magazine and the *International Herald Tribune* were just a few of the publications that covered it. Like the Texas beef industry when it tried to silence Oprah Winfrey, the Texas legal profession quickly became a national laughing-stock. Even legal newspapers began to comment on the fact that the Texas UPL Committee's attempt to ban consumer books and software was making the profession look bad.

### **The Good Guys Win**

To provide a respectable exit strategy for its beleaguered lawyers (and save them from their own UPL zealots), the Texas legislature in 1999 passed legislation that exempted self-help law products from the Texas UPL statute. As long as Nolo's products carried a disclaimer making it clear that they didn't provide legal advice (something we had done for years), they were now completely legal.

In light of this new law, the federal court order against distribution of the other publisher's software was lifted, the UPL committee dropped its investigation against Nolo and Nolo dismissed its lawsuit. Today, Texas citizens continue to enjoy full access to self-help law products produced by Nolo and other publishers. And we're still confident that they can tell the difference between a self-help law book and a lawyer.

Finally, at least in part as a result of the favorable publicity Nolo received in the last several years, Texans purchased more Nolo books and software than the citizens of any other state, except California.

## ***Self-Help Law Books and Software: Why The First Amendment Protects Your Right to Use Them***

In a letter dated March 13, 1998, an investigative committee of the Texas Supreme Court invited Nolo to Texas to defend against charges that Nolo was engaged in the unauthorized practice of law. The letter didn't contain any factual charges. However, from past correspondence and its knowledge of Texas law, Nolo assumes that the Texas Supreme Court proposes to ban Nolo books and software from Texas. So the issue addressed here is simple: Does banning self-help law books and software violate the free speech and free press provisions of the First Amendment?

### **A. The History of Self-Help Law Publications in the U.S.**

Self-help law publishing has a long and honorable history in the United States. As early as the 18th century, John Wells had published his *Every Man His Own Lawyer*, which by 1784 was already in its ninth edition. This book was sold as "a complete guide in all matters of law and business negotiations for every State of the Union. With legal forms for drawing the necessary papers, and full instructions for proceeding, without legal assistance, in suits and business transactions of every description."

Apparently, the popularity of this book was widespread. The introduction to the 100th Anniversary Edition published in the late 19th century states, "The original edition of this work was prepared and presented to the public many years ago and was received with great favor, attaining a larger scale, it is believed, than any work published within its time". He goes on to say that hundreds of thousands of copies of the former editions were sold.

And Mr. Wells's book wasn't the only title of its kind. Dozens of similar books were a staple of American publishing long before Texas became a state. And little has changed today. For instance, many of the larger bookstore chains have entire sections devoted to law, almost exclusively directed towards the nonlawyer customer. These sections typically include self-help law books for the most common types of uncontested cases and transactions, including wills, living trusts, default divorces, stepparent adoptions (which require the consent of the other parent), name changes, simple Chapter 7 bankruptcies, business contracts and patent, trademark and copyright transactions. In a similar vein, a visit to any large software outlet will reward the customer with self-help law products from many different software publishers--including Nolo, of course. And with the advent of the World Wide Web, the number of publishers offering self-help law materials to the public has again taken a big jump.

### **B. The Dacey Case**

The modern self-help law movement owes a big debt to the 1967 case of *New York County Lawyers' Ass'n v. Dacey*, 283 N.Y.S.2d 984 (App.Div.), rev'd on the dissenting opinion, 287 N.Y.S.2d 422. In that case the New York Court of Appeals turned back the efforts of New York lawyers to ban a self-help probate avoidance book, holding that the publication and distribution of self-help law materials, including forms and instructions

for filling them in, was constitutionally protected activity under the First Amendment and therefore not subject to the New York UPL laws. To quote from the opinion adopted by the Court of Appeals:

"Dacey's criticism of what he considers the high cost of probate is a right of speech to which he is entitled. Of course if the exercise of Dacey's right to freedom of speech by this publication violates reasonable standards erected for the protection of society, or of important interests of society, his right could be subordinated for the common good and the protection of the whole. In my view this book may not be so considered. The dangerous tendency or clear and present danger doctrines (see *Gitlow v. New York*, 268 U.S. 652; *Whitney v. California*, 274 U.S. 357; *Herndon v. Lowry*, 301 U.S. 242; *Terminiello v. Chicago*, 337 U.S. 1) are not here applicable. The book is not of the kind or quality to provoke disorder or incite one to public disturbance. In fact there is no substantive evil imminently threatening the public.

"That it is not palatable to a segment of society which conceives it as an encroachment of their special rights hardly justifies banning the book. [It] is a prized American privilege to speak one's mind, although not always with perfect good taste, on all public institutions" (*Bridges v. California*, 314 U.S. 252, 270). Free and open discussion or even controversy could lead to reforms, if needed, or improvement where desirable. Books purporting to give advice on the law, and books critical of law and legal institutions have been and doubtless will continue to be published. Legal forms are available for purchase at many legal stationery stores. Unless we are to extend a rule of suppression beyond the obscene, the libelous, utterances of or tending to incitement, and matters similarly characterized, there is no warrant for the action here taken.

"The order appealed from should be vacated on the law and the petition dismissed, without costs."

And so it was. (A copy of the opinion and dissent (which became the opinion for the Court of Appeals) is available on this Website under [Dacey](#).)

### **C. The Impact of the Dacey Case in Other States**

Although the authority of a New York case doesn't extend outside the territorial borders of New York, once the highest court of a large state like New York issues a commonsensical opinion dealing with an issue of constitutional dimension faced by all, the courts of the other states tend to salute and follow. And so they did--in every state but Texas (more about that later).

The primary rationale advanced by lawyers to use UPL laws to ban self-help law materials was consumer protection. Books like Nolo's, it was claimed, could harm consumers, who really should get individual help from a lawyer. Shortly after the New York Court of Appeals shot that argument down in the Dacey case in 1967, Nolo Press published its first book in California and has continued to publish and distribute its products ever since. Courts in other states have dealt with the issue in the context of what

activities are permissible for independent paralegals. All have followed Dacey, finding that published materials do not constitute the unauthorized practice of law, while at the same time (often depending on the state and circumstances) shutting down paralegals who offered personal assistance to purchasers of the materials.

For example, Robin Smith, an Oregon independent paralegal whose business was shut down by the Oregon courts on UPL grounds, is the author of Nolo's *Do Your Own Divorce in Oregon*. Under the injunction in force in her case, Smith can distribute her book in any way she likes, but she can't verbally pass on the information in her book to others in a one-on-one context. That, the Oregon courts have opined, would be the unauthorized practice of law.

#### **D. What's Wrong with the Argument that UPL Laws Protect Consumers?**

Between the Dacey case and the present, a number of studies--some of them carried out by the American Bar Association--have all shown that there is no factual basis for the consumer protection argument frequently leveled against self-help law activities. In a seminal study of UPL enforcement in *Stanford Law Review*, Deborah Rhode discovered that virtually all UPL enforcement was based on complaints by lawyers rather than consumers, and that consumer harm was virtually absent from all previously filed UPL cases. Rhode, "Authorized Practice," Vol. 34:1, *Stanford Law Review*. See also, Christensen, "The Unauthorized Practice of Law; Do Good Fences Really Make Good Neighbors--or Even Good Sense?" *American Bar Foundation Research Journal* (Spring 1980).

These studies were primarily focused on activities engaged in by independent paralegals. However, an ABA sponsored study in Arizona concluded that people were able to competently handle their own divorce matters with the help of self-help law materials. And no study has ever been made regarding possible harm caused by the use of self-help law products. Nor is there a published court decision indicating harm caused by self-help law materials despite the long history of self-help law publishing. Certainly Nolo would not have enjoyed its almost thirty years of success had large numbers of its customers been suffering harm all the while.

The truth is, there are many reasons why self-help law products can and do benefit consumers. For starters, millions of Americans who can't afford lawyer fees of \$150 per hour or more and therefore would have no access to law, can purchase the affordable resources necessary for self-help representation. People who take the time to handle their own legal task feel empowered by the experience. And even if the purchaser of a self-help law product later decides to use a lawyer (something that Nolo products often recommend), having a good understanding of what's involved with the case will make the reader a better client and give the reader a sense of control over the outcome.

#### **E. Why is Texas Different Than the Other States When It Comes to Published Self-Help Law Materials?**

Early we mentioned that every state but Texas followed the Dacey case. In 1992 an intermediate Texas court of appeals enjoined a publisher from distributing a self-help will guide in Texas because it was neither authored nor authorized by a Texas lawyer. In the court's mind, there was no difference between personal legal advice and legal advice published in a book. The court refused to even consider the constitutional issues of freedom of press and speech because the publisher in the case had failed to present them in a timely manner. See [\*Fadia v. Unauthorized Practice Law Committee\*](#) on this Website.

## **F. Why the Fadia Case Defines UPL in Texas.**

As is true in many states, the Texas legislature does not define the "practice of law" in any meaningful way. Rather it comes up with the hopelessly circular reasoning that the practice of law is any activity that requires the use of legal skill or knowledge. For more on the Texas statutory definition of UPL see the article on UPL on this Website.

If there is no objective statutory definition of "practice of law," how can a nonlawyer know whether he or she is engaged in the practice of law? Again, as is true in most states, the definition of UPL is crafted after the fact by the courts on a case by case basis. Because a Texas court decided in the Fadia case that self-help materials distributed in Texas automatically amount to the practice of law (and therefore must be authored or approved by a Texas lawyer), Nolo and its distributors engage in the practice of law in Texas every time a Nolo product finds its way into the hands of a Texas citizen. Under Texas law, if Nolo distributes a book explaining how to adopt a stepchild in an uncontested proceeding, change one's name or get a simple bankruptcy, Nolo is practicing law in Texas just as fully as if it had a law office handling cases in the Texas courts. And the fact that none of these tasks is as difficult as filing a moderately complicated income tax return makes no difference.

## **G. What if Nolo is Found Guilty of Engaging in UPL in Texas?**

If the Texas system for determining UPL violations decides that Nolo is guilty of UPL (which it almost certainly would do under the existing Texas law), then the Texas courts would issue an injunction banning Nolo books and software from Texas. This injunction would not only authorize the removal of Nolo books from all Texas bookstores and libraries, but theoretically would require Nolo to shut down its Website. And if Nolo acted contrary to the injunction, the Texas court could theoretically issue a warrant and attempt to have the responsible Nolo employees arrested and extradited to Texas.

## **H. Why Would An Injunction against Nolo Products Violate the First Amendment?**

Let's first repeat what the Dacey court said about why Dacey's book couldn't be banned:

Books purporting to give advice on the law, and books critical of law and legal institutions have been and doubtless will continue to be published. Legal forms are available for purchase at many legal stationery stores. *Unless we are to extend a rule of*

*suppression beyond the obscene, the libelous, utterances of or tending to incitement, and matters similarly characterized, there is no warrant for the action here taken. [Emphasis Added]*

Since Dacey, the U.S. Supreme Court has decided that legal advice, unlike the types of speech (set out in italics above) mentioned by the Dacey court, is in fact entitled to full protection under the *First Amendment*. *Board of Trustees, State Univ. of N.Y., v. Fox*, 492 U.S. 469 (1989). At issue in Fox was a free speech challenge to a public university's rule essentially banning from the dormitories anyone whose motive in entering was to make a profit. The court pointed out that the ban not only prohibited purely commercial activities but also would prevent a student from receiving medical or legal advice in his or her dorm room, forms of speech that are fully protected by the first amendment:

"[A] SUNY deponent to speak on behalf of the university...testified that the resolution would prohibit for-profit job counseling in the dormitories; and another SUNY official testified that it would prohibit tutoring, legal advice, and medical consultation provided (for a fee) in student's dormitory rooms. While these examples consist of speech for a profit, they do not consist of speech that proposes (emphasis in original) a commercial transaction, which is what defines commercial speech, see *Virginia Pharmacy Board*, 425 U.S. at 761 (collecting cases). Some of our most valued forms of fully protected speech are uttered for a profit. See, e.g., *New York Times Co. v. Sullivan*, 376 U.S. 254 (1964); *Buckley v. Valeo*, 424 U.S. 1 (1976) (per curiam)." 492 U.S. at 482]

In his dissent from the majority decision remanding the case, Justice Blackmun noted:

"As the majority correctly observes, the resolution so interpreted prohibits not only commercial speech (i.e., speech proposing a commercial transaction), but also a wide range of speech that receives the fullest protection of the First Amendment. We have been told by authoritative university officials that the resolution prohibits a student from meeting with his physician or lawyer in his dorm room, if the doctor or lawyer is paid for the visit.... *A public university cannot categorically prevent these fully protected expressive activities from occurring in a student's dorm room.*" [Pg 487-488] (Emphasis Added)

Under traditional First Amendment analysis, fully protected speech retains its complete protection no matter who engages in it. For instance, legal advice, which is fully protected speech when uttered by lawyers (*Cf State University of New York v. Fox*) should not become less protected simply because it is uttered by non-lawyers. Rather, to the extent that a state has a compelling interest in regulating the content of legal advice or legal information uttered by a non-lawyer, this interest must be advanced through a constitutionally permissible system of regulation--instead of by barring the speech altogether except when a lawyer utters it. For example, instead of banning a self-help product containing "legal advice" because it might harm consumers, a state could establish a program to certify self-help law materials, thereby giving consumers the information they need while allowing them to choose between certified and uncertified products.

The State of Texas will undoubtedly argue that consumer protection is a compelling state interest justifying Nolo from distributing legal information to Texas citizens. As we have seen, not only is there no factual basis for that argument, but to the contrary there is much evidence that consumer interests are advanced rather than harmed by Nolo's activities.

Certainly few Americans believe that lawyers provide affordable legal access to all citizens. In the mid 1980s, the powerful lawyer trade group, the American Bar Association, estimated that at least 100 million Americans lacked adequate access to the courts, often because they lacked affordable legal services. Following up on this information, the American Bar Association's Special Committee on the Delivery of Legal Services began studying self-help law in earnest, selecting Arizona as its primary study site. In 1993 the ABA Committee focused its attention on the Maricopa County family court (Phoenix). The Committee's report (Sales, Self-Representation in Divorce Cases, ABA, 1993) disclosed that over 50% of the divorces were being handled without lawyers on either side and that only about 10% had lawyers on both sides. These numbers were fairly typical of those found in other Western states. The Report showed a widespread satisfaction with the results of self-representation by those engaging in it, and did not contain even a whisper of resulting harm.

In the last decade the legal access gap has surely grown as lawyers' prices have gone up faster than most Americans' paychecks. And the number of companies publishing self-help law materials has grown apace. Before 1990, Nolo Press was almost completely synonymous with self-help law. Now, ten years later, a half-dozen or more thriving publishers routinely offer self-help law books and software as part of their product lines. The proliferation of self-help law publishers and products is strong proof that Americans need and want these publications.

The fact that a huge legal access gap exists for many millions of Americans makes an equally strong argument that UPL laws cause far more consumer harm than they prevent. In addition to preventing many types of people from engaging in self-representation, the restriction of legal information to a small government-sanctioned group--lawyers--has certainly helped to make us into a society of legal illiterates. Information is the lifeblood of a democracy, especially information about how to access and use the government itself, whatever the branch. The freer such information flows, the better the democracy works. Blockages in the information pipeline, on the other hand, tend to unfairly concentrate power in the hands of the privileged.

Incidentally, this is the exact rationale that the U.S. Supreme Court used in the commercial speech case of *Bates v. State Bar of Arizona*, 433 US 350 (1977) to strike down blanket bans on lawyer advertising, which like UPL laws had its basis in the legal profession's effort to define and maintain its monopoly. Or put another way, like advertising bans, UPL laws were avowedly set up to prevent nonlawyers invading lawyers' business turf; the consumer protection justification was tacked on later. (*American Lawyers*, Abel, Oxford University Press). The case against UPL laws that throw an all-encompassing blanket over fully protected speech such as the dissemination of legal information is even more compelling.

Logically then, Texas should have a very difficult time showing that the interests of its citizens would be advanced rather than harmed by banning Nolo's constitutionally protected products. But since all decisions will be made by lawyers groups (UPL committees) and courts where the judges are all lawyers, anything is possible.

So let's for argument's sake assume that the lawyer-dominated courts decide that self-help law books and software are dangerous to Texas citizens, which would then give Texas a compelling state interest in regulating them. The fight is still not over. Now the state must lift a final legal burden: by showing that its method of regulation is as narrowly tailored as possible to satisfy that compelling state interest.

Start with the fact that no U.S. Supreme Court case has, after first identifying speech as fully protected, acquiesced in a regulatory system that forbade that speech to all but a handful of individuals who were licensed by the government to engage in it. But this is precisely how UPL laws operate. They forbid everyone except licensed lawyers from imparting information about the law and about how to use and access a branch of government. In this respect, current UPL laws achieve the exact opposite of the narrow tailoring required when free speech issues are raised. In fact UPL laws are specifically tailored to have all the subtlety of Saddam Hussein trying to hide his anthrax bombs. That this is no exaggeration can be seen from the fact that Texas makes no serious effort to statutorily define UPL but rather leaves it to be defined by the courts on a case by case basis.

## **I. Prior Restraint--Another Reason Why the Texas Injunction Would Violate the First Amendment**

When a government attempts to prevent future publication and distribution of published materials, it is stopping speech before it is even tested in the marketplace of ideas. (Lawyers use the slang "prior restraint.") Since prior restraint is obviously directly opposed to the First Amendment guarantees of free speech and a free press, the courts have almost never been willing to uphold it.

The most stark example of prior restraint was when the United States government tried to stop *The New York Times* from publishing what were called the "Pentagon Papers." These papers had been purloined from the Pentagon during the Vietnam War by Daniel Ellsberg, and purported to show that the Vietnam War was not the noble effort that official government sources were portraying. The Government argued that national security would be gravely harmed by publication of the papers. In a six-to-three decision, the Court ruled against the government and for *The New York Times*. In essence, the court ruled: 1) that the government must meet a heavy burden of justification in order to exercise prior restraint against publication of materials protected by the First Amendment, and 2) the government had failed to meet that burden simply by asserting that national security would be gravely harmed. In the words of Justice Brennan:

"The error that has pervaded these cases from the outset was the granting of any injunctive relief whatsoever, interim or otherwise. The entire thrust of the Government's

claim throughout these cases has been that publication of the material sought to be enjoined "could," or "might," or "may" prejudice the national interest in various ways. But the First Amendment tolerates absolutely no prior judicial restraints of the press predicated upon surmise or conjecture that untoward consequences..... may result."

"*Freedman v. Maryland*, 380 U.S. 51 (1965), and similar cases regarding temporary restraints of allegedly obscene materials are not in point. For those cases rest upon the proposition that "obscenity is not protected by the freedoms of speech and press." *Roth v. United States*, 354 U.S. 476, 481 (1957). Here there is no question but that the material sought to be suppressed is within the protection of the First Amendment; the only question is whether, notwithstanding that fact, its publication may be enjoined for a time because of the presence of an overwhelming national interest...."

As the Dacey court indicated, prior restraints have only been upheld for the obscene, the libelous, utterances of or tending to incitement, and matters similarly characterized. Only if information provided to Texas citizens about how to understand and use a branch of the Texas state government--the judiciary--can be treated the same as obscenity and other types of speech that aren't accorded First Amendment protection would the proposed Texas actions towards Nolo be constitutionally justified. But as we have seen, the U.S. Supreme Court has ruled that legal advice is fully protected by the First Amendment and if legal advice is fully protected, so are books and software products that are accused of providing it.

## **J. What Texas Could Do If It Really Is Concerned About Protecting Its Citizens Rather Than Its Attorneys**

Assuming that the Texas UPL law is struck down under the First Amendment, how might Texas protect its consumers against receiving erroneous legal information or advice? The State of Texas has it within its power to inform its citizens about the relative merits of getting legal information from a Texas lawyer as opposed to a non-Texas lawyer source such as self-help law product. To quote from a 1995 ABA report, *Non-lawyer Activity in Law-Related Situations*: "Americans are independent-minded and historically value choice in purchasing services of any kind. Government efforts to restrict individual choice are, thus, unpopular in this country. Further, we can reasonably assume that when consumers know the pros and cons of the choices of assistance, they will make reasonable ones with which government need not unduly interfere." (Pg 133)

If the State of Texas is concerned about the quality of self-help law publications coming into the state, they can provide ways for their citizens to get recourse for any harm suffered from using them--the same as with any other product that a state considers potentially harmful.

If the State of Texas is concerned about the impact that a more permissive environment for legal information might have on its court's operations or the well-being of its citizens, it can do what other government entities do. It can take steps to provide enough information to allow people to use the courts without information intermediaries, if that is

their choice. (For example, Texas could publish free or affordable information on how to get a divorce or probate an estate, much as the IRS does to help people file their income tax returns.) The Texas judiciary can also simplify its procedures and language (maybe even give English a try) so that less outside assistance is necessary. Lest this approach be thought unfeasible, the Maricopa County Superior Court in Arizona (a state, incidentally, which doesn't ban the unauthorized practice of law) has recently established a pro per service in the courthouse and by all reports, people are now able to do much of their own legal work without the use of outside resources.

Unfortunately, Texas isn't likely to do any of these things for exactly the same reason it is trying to stop Nolo from doing them. When people have a choice, many prefer to bypass lawyers to learn about and possibly handle their own legal affairs.

## **K. Conclusion**

Millions of Americans suffer from a legal access gap created by our current legal system. This access gap exists in Texas as well as in most other states. Under the Texas UPL statute, as interpreted by Texas case law, Nolo Press can be prevented from distributing its books and software in Texas because they have not been authored or approved by a Texas lawyer. The dissemination of legal information is fully protected speech under the First Amendment to the U.S. Constitution. Petitioner and other nonlawyers may only be barred from engaging in such speech if the State of Texas can offer a compelling state interest for such drastic regulation. In addition, because Texas is proposing a prior restraint, it has an even heavier burden to meet.

Even if Texas could somehow offer a compelling state interest for regulating self-help law publications, its method of doing so must be narrowly tailored. The Texas UPL law is the broadest rather than the narrowest possible method of serving its interests, and cannot, therefore, withstand scrutiny under the First Amendment. Assuming that Texas has a compelling interest to regulate legal information, many regulatory and ameliorative devices other than the UPL laws are available to Texas for this purpose.

---

## **HB 1507**

**SECTION 1.** Section 81.101, Government Code, is amended by adding Subsection 81.101(c) to read as follows:

(C) In this chapter and Chapter 83 of this Code, the practice of law does not include the design, creation, publication, distribution or sale of written materials, books, printed forms, Internet sites, computer software or similar media, as long as the items clearly indicate that they were not prepared by a person licensed to practice law in this state.

**SECTION 2.** This Act takes effect September 1, 1999.

## Appendix C: Google Answers

### Google Answers: Frequently Asked Questions

#### About Google Answers

1. [What is Google Answers?](#)
2. [Do I need to create an account to use Google Answers?](#)
3. [How do I create a Google Account to use with Google Answers?](#)
4. [Do I need to log in to Google Answers every time I visit?](#)
5. [What happens if I check the "Remember me" box on the login page?](#)
6. [Why am I being asked to reenter my password?](#)
7. [How do I contact Google with more questions about Google Answers?](#)
8. [Where do I find Google Answers' Terms of Service?](#)

#### Asking a question

1. [What questions can I ask?](#)
2. [Do you answer medical, financial, or legal questions?](#)
3. [What are locked questions?](#)
4. [Will Google Answers answer my homework questions?](#)

#### Pricing a question

1. [How much do answers cost?](#)
2. [How much should I pay for my question? What price should I set?](#)
3. [Will I be charged for more than one answer?](#)
4. [Is my credit card information safe?](#)

#### Google Answers Researchers

1. [Who will answer my question?](#)
2. [What is the difference between a Google Answers Researcher and a registered user?](#)
3. [Can I choose who answers my question?](#)
4. [Are Researchers experts in their field?](#)
5. [How does Google make sure Researchers provide high quality answers?](#)
6. [How do I sign up to become a Researcher?](#)

#### Answers to your questions

1. [How will I know when my question has been answered?](#)
2. [What if a question doesn't have a clear answer?](#)
3. [The Researcher only partially answered my question. How do I get further clarification?](#)
4. [How do I rate an answer?](#)
5. [What if I don't like my answer? Can I get a refund?](#)
6. [How do I tip my Researcher?](#)

### Comments to questions

1. [What is the difference between an "answer" and a "comment"?](#)
2. [Do I get charged for comments on my question?](#)
3. [I posted my question and a registered user answered it in a comment. Can I cancel my question to the paid Researchers?](#)
4. [How do I provide comments on questions?](#)

### Your privacy

1. [What is Google Answers' Privacy Policy?](#)
2. [Will my question and answer be publicly viewable?](#)
3. [Will others be able to see my email address if I ask a question?](#)
4. [Should I post my email address to Google Answers if someone asks for it?](#)

### Proper use of the site

1. [What happens to users who spam Google Answers?](#)
2. [How do I report questionable content to editors at Google Answers?](#)

### Your account

1. [When am I billed?](#)
2. [How do I change my profile?](#)
3. [Can I change my Google Answers nickname?](#)

[^ back to top](#)

## About Google Answers

### 1. **What is Google Answers?**

Google's search engine is a great way to find information online. But sometimes even experienced users need help finding exactly the answer they want to a question. Google Answers is a way to get that help from Researchers with expertise in online searching. When you post a question to Google Answers, you specify how much you're willing to pay for an answer. A Researcher will search for the information you want. When they find it, they will post it to Google Answers, and you will be notified via email. You will only be charged for your question if and when an answer is posted to it.

Your question will also be publicly viewable on the Google Answers website so other registered users can add their insights and share the benefit of the research. Users who provide comments will not be paid for their posts, but they may add interesting perspectives to the data gathered by the Researcher. Your identity and personal information will not be revealed to either the Researcher or the community of registered users at any time; instead you will be identified only by a Google Answers 'Nickname' that you select.

While our Researchers will do their best to help with every request, some questions simply don't have clear answers (e.g., "Should I have married my high school sweetheart?"). And sometimes, the price posted for a question is too little to justify the time commitment required for an answer. It's also possible the answer to your question is simply not available. If you do receive an answer, but are not satisfied with it, you can first request additional research through an "Answer Clarification" request. If still unsatisfied, you can request to have your question reposted for a new answer, you can [apply for a refund](#), or you can give the answer a poor rating.

**2. Do I need to create an account to use Google Answers?**

If you want to ask a question or add a comment, you will need to create an account. You don't need an account to read other people's questions, answers and comments. There is no charge for creating an account with Google Answers. You are only charged when you post a question to the site and an "Answer" is posted to it.

**3. How do I create a Google Account to use with Google Answers?**

To create a Google Account, click "Sign up now!" on our [log in](#) page. All you need is an email address. There is no charge to create an account.

**4. Do I need to log in to Google Answers every time I visit?**

We recommend you log in every time you visit Google Answers. It enables you to track your questions more effectively as well as use the full range of features on the site.

**5. What happens if I check the "Remember me" box on the login page?**

If you check the "Remember me" box, Google Answers will remember who you are when you return to the site by setting a cookie to automatically log you in. This will make it easier to access and interact with your questions and other content on the site. You will still need to re-enter your password to do certain things on Google Answers: to view or edit your personal account information (e.g. password, email address, personal address), to view or edit your credit card information, and to post a question to the site and authorize a credit card transaction. If you do not check the "Remember me" box, you will need to log in each time you return to the site.

**6. Why am I being asked to reenter my password?**

If you have checked the "Remember me" option in the login box, Google Answers will still periodically ask you to reenter your password for your own protection. This can happen in the following instances: when you view or edit your personal account information (e.g. password, email address, personal address), when you view or edit your credit card information, or when you post a question to the site and authorize a credit card transaction.

7. **How do I contact Google with more questions about Google Answers?**

Please e-mail us at: [answers-support@google.com](mailto:answers-support@google.com).

8. **Where do I find Google Answers' Terms of Service?**

The Terms of Service for Google Answers can be found at <https://answers.google.com/answers/termservice.html>.

[^ back to top](#)

## Asking a question

1. **What questions can I ask?**

You can ask any question that can be answered with words or numbers. And you can revise your question or edit it at any time as long as it is not 'locked' because it is being worked on by a Researcher. Most askers are looking for a specific piece of information like, "How much tea was sold in China last year?" or "Why is the sky blue?". Our Researchers are not necessarily experts in the field related to your question, but they are experts in locating hard to find information on the web. If the answer to your question is online, chances are pretty good they'll find it. Keep in mind that Google Answers is not a substitute for professional advice or services, nor will we knowingly provide answers to assist in illegal activities. We reserve the right to delete questions on a case-by-case basis if they do not comply with our editorial policy and guidelines for "Proper Use," as specified in our [Terms of Service](#).

Google Answers discourages and may remove questions that:

- request private information about individuals
- want assistance in conducting illegal activities
- are meant to sell or advertise products
- refer or relate to adult content
- are homework or exam questions
- seek specific information about Google or Google Answers (email [answers-support@google.com](mailto:answers-support@google.com) instead)

2. **Do you answer medical, financial, or legal questions?**

We will provide background information and links to other sources for questions of a professional nature, but Google Answers is not a substitute for professional advice and counsel. If you have a question of this nature, we strongly recommend you consult a professional.

3. **What are locked questions?**

Questions that Researchers are currently answering are locked to ensure that only one Researcher works on them at a time. Right now, questions are locked for a maximum of two hours. During this period, no other Researcher can answer the locked question, nor can other users make comments. Once the Researcher

responds to the question, its status changes from "locked" to "answered." If the Researcher does not answer the question in the locked time period, then the question's status reverts to "unanswered" and another Researcher can choose to answer it.

#### 4. **Will Google Answers answer my homework questions?**

It is not always possible for Google Answers to tell when a question posted to the site is a "homework" question. In general, we recommend that you use Google Answers as a tool to assist you with your homework rather than as a substitute for you doing your homework yourself. Please note that we reserve the right to remove questions from the site for any reason, and questions that are clearly homework may be subject to deletion.

[^ back to top](#)

### **Pricing a question**

#### 1. **How much do answers cost?**

There is a non-refundable listing fee of \$0.50 per question plus an additional 'price' you set for your question that reflects how much you're willing to pay for an answer. At present, that price can be as low as \$2 or as high as \$200. If you decide you are willing to pay more for an answer after setting your price, you can increase the amount any time your question is not 'locked' (being actively worked on by a Researcher). You'll only be charged the price you set when and if your question is answered to your satisfaction. However, there is a non-refundable listing fee of \$0.50 that is charged even if your question is not answered.

#### 2. **How much should I pay for my question? What price should I set?**

The more research required to find an answer, the higher the price you should set for your question. Three-quarters of your question price goes directly to the Researcher who answers your question; the other 25 percent goes to Google to support the service. Setting a price too low to compensate for the time required may result in your question not receiving an answer. The more you are willing to pay, the more likely your question is to get answered quickly.

#### 3. **Will I be charged for more than one answer?**

No. You can only be charged for an "answer", and only one answer can be provided to a question. You will be charged the amount you specified when posting your question when a Researcher posts an answer to your question on the Google Answers site. All comments posted to your question are free.

#### 4. **Is my credit card information safe?**

We understand that making a purchase online involves a great deal of trust on your part. We take this trust very seriously, and make it our highest priority to ensure the security and confidentiality of the information you provide. Google uses industry-standard SSL (secure socket layer) technology to protect every interaction you have with the Google Answers system. This protects your credit

card and other personal information. Once we receive your information, we not only store it behind a firewall, but we also encrypt the sensitive credit card information.

When credit cards are submitted through our secure online form, they are checked against the account information by our third-party credit card processor. If information submitted is invalid, the credit card will not be accepted.

The information you provide us with will only be used by Google in an effort to serve you better. We don't share or sell your personal information. For more details please see our [Privacy Policy](#).

[^ back to top](#)

## Google Answers Researchers

### 1. **Who will answer my question?**

Your question will be answered by a Researcher. Google Answers Researchers are experts at locating hard-to-find information on the web, and through offline resources as well. Your question may also receive comments from other registered users who can volunteer suggestions and advice at no additional charge to you. Researchers must go through an application process that tests their research skills and the quality of their answers. Google also spot-checks their answers once they've been approved. If a Google editor sees a problem with an answer, that answer will be pulled and your question will be put back into the system. You are strongly encouraged to provide feedback on the quality of the response you receive by ranking the answer returned by the Researcher. If the Researcher's rating falls below a certain level or the Researcher has several returned questions, he or she will no longer be allowed to respond to questions as part of the Google Answers service.

### 2. **What is the difference between a Google Answers Researcher and a registered user?**

Google Answers Researchers are screened and approved independent contractors who are paid for posting "answers" to the site. Registered users can ask questions and post comments to the site. However, they cannot post "answers." Users are neither paid for comments that they post, nor are they charged for comments that are posted to the questions that they ask.

### 3. **Can I choose who answers my question?**

Currently, you cannot choose who answers your question. Google tests all Researchers to ensure that they are expert searchers with excellent communication skills. If you are unsatisfied with your answer for any reason, you may [apply for a full refund](#).

### 4. **Are Researchers experts in their field?**

All Google Researchers are tested to ensure that they are expert searchers with

excellent communication skills. Some of them also have expertise in various fields. Your question may be answered by an expert in a particular field or by an expert searcher. Either way, if you are unsatisfied with your answer for any reason, you may [apply for a full refund](#).

- 5. How does Google make sure Researchers provide high quality answers?**  
Google Answers has a stringent process for screening Researchers before they're allowed to participate. Each applicant must write an essay explaining why he or she wants to take part in the program and successfully answer a number of test questions. Once Researchers begin answering live questions, you're encouraged to rate their responses to ensure they continue to provide useful information. If an individual's rating falls below an acceptable level, he or she will no longer be allowed to participate as a Researcher.
- 6. How do I sign up to become a Researcher?**  
Because of an overwhelming response by qualified candidates, we are temporarily not accepting additional applications. Please check back with us again, as we likely will begin accepting applications again in the near future.

[^ back to top](#)

## Answers to your questions

- 1. How will I know when my question has been answered?**  
You will be sent an email that a Researcher has answered your question. If you prefer not to receive email from Google, you can set this as a preference in your profile when you first open a Google Answers account, or go to "My Account" and change your preferences on the tab "My Profile".
- 2. What if a question doesn't have a clear answer?**  
Some questions simply don't have clear, straightforward answers that can be answered through an online search or through another reference source (e.g. "Which is prettier - blue or green?"). In such cases, Researchers will attempt to provide links to useful background information on the question.
- 3. The Researcher only partially answered my question. How do I get further clarification?**  
You have the option to make a comment or request a clarification once you receive your answer from a Researcher. To request further clarification, log in and go to "My Account". When you see the list of questions you have asked, click on the question with the answer you wish to clarify. Once you have clicked on the question, look at the top of the page and click on the "Clarify Question" button. Then enter the clarification you desire into the box. The Researcher will be alerted that a clarification has been requested.
- 4. How do I rate an answer?**  
First, log in to your Google Answers account. On the "My Questions" page, you'll see a list of all the questions you've asked so far. Click on the question whose

answer you want to rate. Rate the answer and add a comment in the dialog box to explain your rating. Then click the "Submit Rating" button to post your rating to the site. Please remember that you cannot revise your rating. Therefore, you should only rate an answer after you have completed the "Answer Clarification" process and are satisfied with the researcher's work.

**5. What if I don't like my answer? Can I get a refund?**

If you are not fully satisfied with your answer for whatever reason, the first step is to request a clarification of your answer from the original Researcher. If you are still dissatisfied after clarification, you can request your question be re-posted once again. If you receive a second answer and are still not satisfied, you may apply for a full refund, less the non-refundable \$0.50 listing fee, using our refund request form. Finally, you can give the Researcher a poor rating. If you [want a refund](#), you'll be asked to explain why you were unsatisfied with your answer, and this information, along with the question and returned answer, will be posted on the Google Answers website. Google grants full refunds for all reasonable requests for up to 30 days after answers are posted.

**6. How do I tip my Researcher?**

When you rate your answer, you can also tip the researcher who provided it. Just enter an amount between \$1 - \$100 in the tip box next to the rating. The researcher will receive 100% of the amount you tip them; Google will not take a percentage of the tip. Tips are not refundable. Thank you for tipping your researcher! They appreciate it.

[^ back to top](#)

## Comments to questions

**1. What is the difference between an "answer" and a "comment"?**

Each question can receive only one formal "Answer" from a Researcher who can also provide follow up clarifications to their answer. Answers cost money. Comments can be posted by anyone with a Google Answers account. People who comment are not paid for their Comments, and they are not rated for the quality of their Comments by the asker. Comments are free - there is no charge to the asker of a question for Comments posted to their question.

**2. Do I get charged for comments on my question?**

No, you are not charged for a "comment". You are only charged for an "answer". Answers and comments are not the same. Answers are provided by Google Answers-approved Researchers. Comments can be provided by any registered user on the site, which includes but is not limited to approved researchers. Thus, your fees for a posted question are as follows: \$0.50 for posting the question to the site plus the price at which you have listed the question when and only when an "answer" is posted to it.

**3. I posted my question and a registered user answered it in a comment. Can I cancel my question to the paid Researchers?**

Yes, you can cancel your question to Researchers at any time, as long as the question has not been locked or answered. You will still be charged the \$.50 listing fee, but you will not need to pay the price to answer the question. To cancel your question, log into to your account and go to "My Account". When you see the list of questions you have asked, click on the question you wish to cancel. Then click on the "Close Question" button at the top of the page. Confirm your decision by clicking "Yes, Close Question."

4. **How do I provide comments on questions?**

You'll need to create an account as a registered user with Google Answers before you can provide comments. There is no fee to do this. Once registered, you can start commenting on any questions and answers posted in the system. While you will not be compensated for providing comments, it is a good way to demonstrate your suitability to be a paid Researcher.

[^ back to top](#)

## Your privacy

1. **What is Google Answers' Privacy Policy?**

The privacy policy for Google Answers is the same for Google search. You can find this policy at <http://www.google.com/privacy.html>.

2. **Will my question and answer be publicly viewable?**

Yes. Your question and the corresponding answer will be posted on the web and viewable by the public. However, your personal information will never be posted with your question, so your privacy is protected. We are not answering questions privately at this time.

3. **Will others be able to see my email address if I ask a question?**

No. Google Answers users see only your Google Answers nickname. Google respects the privacy of our users and we have a comprehensive privacy policy that we encourage you to review at <http://www.google.com/privacy.html>.

4. **Should I post my email address to Google Answers if someone asks for it?**

To protect your privacy, we recommend that you not post your email address or any other personal information about yourself on Google Answers. The site is available for public viewing and may be indexed and crawled by search engines. Researchers are asked to not answer questions that contain or ask for personal contact information.

[^ back to top](#)

## Proper use of the site

1. **What happens to people who spam Google Answers?**

Users who spam Google Answers will have their posting privileges revoked. If

you see evidence of spamming, please report it to us by sending us email at [answers-editors@google.com](mailto:answers-editors@google.com).

2. **How do I report questionable content to editors at Google Answers?**

At the bottom of every question page we provide a link to [answers-editors@google.com](mailto:answers-editors@google.com). We encourage you to use this link whenever you see questionable content posted to the site. In your email, please provide information about the question, its ID number, and the reason you find the content questionable.

[^ back to top](#)

## Your account

1. **When am I billed?**

Google Answers lists all your transactions on your "My Invoices" page. For your convenience, your balance accrues with us until it reaches \$25.00 or until the end of our 30-day billing cycle. At that point, your credit card is charged. Your account is charged \$0.50 for every question you post with us. You will be charged the amount you have listed as your question "Price" when a Researcher posts an answer to it. You are only charged for one answer per question. Any comments posted to your question are free. Please note: there are no subscription fees for this service. You are charged on a per question basis only.

2. **How do I change my profile?**

If you click on "My Account", you will see a tab labeled "My Profile." Click there to change your profile information (e.g., your email address or billing information).

3. **Can I change my Google Answers nickname?**

At the moment, you cannot change the nickname you chose when you first signed up. Feel free to check back with us to find out when this will be possible.